



**INDIAN INSTITUTE OF MANAGEMENT NAGPUR**  
Plot No-01, Sector-20, MIHAN Notified area, Dahegaon  
Khapri (Rly), Nagpur.441108

**E-Tender Notice**

**Name of work: Annual Contract for Landscape Maintenance services at IIM Nagpur Campus.  
(Retender)**

**(Tender Reference No.: IIMN/EMES/2023-24/07 dated-17-08-2023)**

Issue by  
INDIAN INSTITUTE OF MANAGEMENT NAGPUR  
[www.iimnagpur.ac.in/tender](http://www.iimnagpur.ac.in/tender)  
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**Last Date of Online Submission: 31-08-2023 up to 6.00 P.M**

## Chapter- 1

### Notice Inviting Tenders and Schedule of Events

**Tender No. IIMN/EMES/2023-24/07 Date:17-08-2023**

Online bids are invited under Single-stage (Two bid system) from professional agencies for the work mentioned below:

**Name of work: Tender for Annual Contract for Landscape Maintenance Services at IIM Nagpur Campus. (Retender)**

Bid Downloading Schedule: Tender documents can be downloaded from the eProcurement portal - [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

as per the schedule given in the CRITICAL DATE SHEET:

Bid Publishing Date	17-08-2023
Bid Document Download Start Date	17-08-2023
Pre-bid meeting	<b>on 24-08-2023 at 11.30 A.M</b> (Plot No-01, Sector-20, MIHAN Notified area, Dahegaon Khapri (Rly), Nagpur.441108)
Re-Tendering/Corrigendum (If any)	25-08-2023
Bid Submission Start Date	25-08-2023
Bid Document Download End Date	31-08-2023
Bid Submission End Date	<b>31-08-2023 up to 6.00 P.M</b>
Part-I: Pre-qualification Bid Opening Date	01-09-2023 at 11.50 A.M
Technical Presentations for PQ bidders	Will be intimated later
Part-II Financial Bid Opening Date	Will be intimated later

#### 1.1 Bid Submission:

Bids shall be submitted online only at [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

The tenderer who has downloaded the tender from [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) **shall not tamper/modify the tender form, including the downloaded price bid template, in any manner.** In case the same is found to be tampered/modified in any manner, the tender will be completely rejected, and EMD will be forfeited. The tenderer is liable to be banned from doing business with IIMN.

Intending tenderers are **advised to visit the** IIMN website: [www.iimnagpur.ac.in](http://www.iimnagpur.ac.in) and [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) regularly until the closing date of tender submission for any corrigendum/addendum/ amendment.

## 1.2 Tender Fee – Not applicable

## 1.3 Earnest Money deposit EMD:

EMD Payment: Rs. 4,50,000/- (Rupees: Four lacs fifty thousand Only) to be paid online on or before the tender closing date and time (through Tenderwizard Portal). The bidder shall bear all applicable bank charges. The EMD can also be paid through Bank Guarantee (BG) from any scheduled Indian bank, in which case the scanned copy of BG is to be uploaded on the portal, and the physical copy is to be submitted at IIM Nagpur before the last date of bid submission. If EMD is not received from any bidder as detailed above, the tender of that bidder will be liable for rejection. (Exemption on EMD for MSME/NSIC registered units on submission of copies of valid, relevant registration documents of the current period). EMD of all unsuccessful bidders will be returned after the completion of the tender process and award of the contract. EMD of the successful bidder will be returned only after receipt of the Security Deposit towards the Performance Guarantee. In case of a successful tenderer, the EMD (if any) may be adjusted towards a performance security deposit on request.

No hard copies of the bid or any documents will be accepted in any form except BG.

## Submission of Tender

The tender shall be submitted online.

Part-I-PQ/ Technical bid	All documentary proofs in support of meeting the pre-qualification criteria as specified in Part-I for Stage 1 PQ
	Part I Stage –2 Technical Evaluation
Part-II-Price Bid	Price bid as per Price Bid format

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

**E-tendering guidelines to bidders:**

<b>1</b>	<b>Tender No</b>	<b>IIMN/EMES/2023-24/07 dated 17-08-2023</b>
<b>2</b>	<b>E-Tender processing fees payable to KEONICS through e-payment mode using credit/debit/Net banking mode</b>	<b>Rs.5900/-+ GST</b>

- a. Vendors must have a Class 2/3 Digital Signature Certificate to participate in the tender (To obtain DSC, please contact the KEONICS help desk)  
Phone: 08040482113  
Email id: [dsc@antaressystems.com](mailto:dsc@antaressystems.com)  
Note: If Vendors already have Digital Signature Certificate, it is unnecessary to buy the digital signature again.
- b. Bidders should register themselves on the website [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders). To activate the user ID and password, kindly pay the Registration fee of Rs. 2,000 plus GST by paying online through the website's credit card/Debit card /Net banking.
- c. Tenders –Pre-qualification and financial bids should be submitted only through the e-Tender portal and obtain the Tender Acknowledgement Token as proof of successful submission.
- d. Tender will not be accepted after the date and time fixed for receipt of tenders as set in the Tender notice or subsequent extensions, if any.
- e. Relevant documents in proof have to be uploaded wherever required.

**Help Desk:**

To get in touch with one of our customer service representatives, please refer to the help desk numbers provided on the homepage or call the following number:  
Bangalore: 080 40482000

- [prabhuswamy@etenderwizard.com](mailto:prabhuswamy@etenderwizard.com)    [avinashk901@etenderwizard.com](mailto:avinashk901@etenderwizard.com)
- [dilip.r@antaressystems.com](mailto:dilip.r@antaressystems.com)

**Communication Address****KEONICS Help Desk**

No. 24, 3<sup>rd</sup> stage, 4<sup>th</sup> Block,  
Basaveshwaranagar,  
Bangalore – 560079  
Fax : 080 4048211

## Chapter-2

### Part I: Stage- 1 Pre-Qualification Bid

The following documents are to be furnished by the tenderer along with Pre-Qualification Bid as per the tender document.

Sr.no	Description	Document to be uploaded
	Only those bidders who meet the following minimum criteria will be considered for Technical evaluation.	
1	The bidder should be in the business of Landscape Maintenance/Landscape Development OR doing landscape maintenance as a part of Facilities Management services for a minimum period of Three (03) years as on 31.03.2023. The right to accept similar works of the vendor will rest with IIMN.	Please upload the relevant document as proof that the firm is in business for the period mentioned.
2	The bidder should have satisfactorily completed contracts/assignments in the field of Landscape maintenance/development work/ Landscape maintenance as a part of facilities management services in the last Five (05) years as on 31.03.2023 (i)with at least ONE client for a value of more than Rs. 1.5 crore in a year or (ii) with at least two clients for a value of more than Rs. 75 Lakh per client in a year.	Please upload client's Completion certificates
3	The average annual turnover of the firm in the last three consecutive financial years as of 31.03.2023 (For 2020-2021, 2021-2022 & 2022-2023) shall be a minimum of Rs: 2.0 crore.	Please upload Chartered Accountant's Certificate along with copies of landscape development maintenance Work order/ PO/ Completion certificate for respective financial years
4	The bidder must be a profit-making organization (At least any three FY)in the last four consecutive financial years as of 31.03.2022 (FY 2019-2020, 2020-2021,2021-2022 & 2022-23)	Please upload Chartered Accountant's certificate.
5	The bidder must have minimum average employee strength of 20 people (on Pay Roll in the last three months as of July-2023).	Any one of the following: - PF Challan -ESIC Challan - Labour Audit report
6	Other Desirable conditions (i) PAN (ii) GST (iii) ESI Registration (iv) PF Registration V) Annexure – A, B & E	Please upload scanned copies

### Stage 2 of Technical Evaluation

The shortlisted bidders will be called to meet the technical evaluation committee and make a presentation of their proposal (Technical bid) at IIMN.

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of the solution being proposed by the bidder.

Technical evaluation will depend on the information provided herein. Technical bid score, out of 50, will be arrived at based on the following Parameters/Attributes/Dimensions:

Ser No	Description/ Parameter/ Attributes	Marking scheme	Min. Marks	Max. Marks
1	The bidder should be in the business of providing Landscape Maintenance/Landscape Development OR doing landscape maintenance as a part of Facilities Management (Please upload the Completion certificate of Landscape Maintenance/Landscape Development work/facility management clearly indicating landscape maintenance as a part of it )	03 to 4 years =01 Mark 04 to 05 Years = 02 marks 01 mark for each additional year subject to a maximum of 5 marks	01	05
2	The bidder should have a national presence. For the purpose of assessing the national presence, the following criteria will be used: Bidder must have a presence in at least THREE Indian states by virtue of a client being serviced <b>(please upload client completion certificate/Running contract)</b>	01 States= 01 Marks 01 mark for each additional States subject to a maximum Of 5 marks	01	05
3	The average annual turnover of the firm in the last three consecutive financial years as on 31.03.2022 (For FY 2019-2020, 2020-2021 & 2021-2022) shall be a minimum of Rs: 02 Crore	2 Crore = 01 marks above 2 Crore to 2.5 Crores = 3 marks More than 2.5 Crores = 05 marks subject to a maximum of 5 Marks.	01	05
4	The bidder should have a minimum of ONE running contract in the field of landscape development & maintenance works/Facilities management in hand (wherein landscaping is also a part of the contract) in institutes of national importance such as IIMs, IITs, etc., or Universities/ Reputed Colleges/ Training	01 Contract = 01 marks 02 Contract = 02 marks 03 Contracts = 03 marks 04 Contracts = 04 marks 05 Contracts = 05 Marks More than 05 contracts = 10 marks	01	10

	<p>Academies or Centres in:</p> <ul style="list-style-type: none"> <li>- Government (Central/ State)</li> <li>- Autonomous bodies</li> <li>- PSUs</li> </ul> <p>or large Corporate houses</p> <p><b>Please attached running contract copy</b></p>			
5	<p>Presentation to IIM Nagpur (Offline/<u>online mode</u> over Zoom video call). (<u>Dates shall be intimated separately after the opening of the Technical bids and Stage 1 pre-qualification of Technical Tenders</u>).</p> <p>The presentation by the bidders needs to cover the following aspects for evaluation assessment by IIM Nagpur:</p> <ol style="list-style-type: none"> <li>a. Client list, retention record, and size/distribution of contracts completed/under execution.</li> <li>b. Number of employees on the payroll.</li> <li>c. Systems and processes followed for recruiting and training the employees.</li> <li>d. Comprehensive operational plan (with all details) given in the technical bid for delivering Horticulture services to IIM Nagpur.</li> <li>e. Brands of materials (Quantity, unit, etc.) proposed</li> <li>f. Reporting and Review Systems proposed</li> <li>g. Mobilization plan for Landscape /horticulture services</li> <li>h. Complaint redressal system proposed</li> <li>i. Relevant quality additive enhancements in Landscape /horticulture services that are proposed over and above the standard bill of material given in the price bid document</li> </ol>	A maximum of 25 marks based on the presentation	-	25
	<b>Total</b>	<b>Maximum Marks – 50</b> <b>Minimum Qualifying Marks - 25</b>		<b>50</b>

**Note: Financial/ Price bids** of only those bidders who meet the Minimum Qualifying Marks (25 marks in total) or above shall qualify for the financial/ price bid evaluation stage.

The final scores for technical bids will be based on the following method:

$$\text{Normalized technical Bid Score} = \frac{\text{Marks obtained in technical bid} \times 70}{\text{Highest marks of technical bid}}$$

**(70% weightage given for the Technical Marks obtained).**

For Example: If the technical scores of the qualified bidders is as follows:

Bidder	Marks of technical evaluation out of 50
A	43
B	36
C	38

Then, the Normalized score for the technical bids will be as follow:

Bidder	Technical Score (X) (rounded off to nearest 2 decimal places)
A	70
B	58.60
C	61.88



## Chapter – 3

### Background and Broad Scope of Work

#### 3.1 About the Institute

Indian Institute of Management Nagpur is an institution of national importance under the Indian Institutes of Management Act 2017. Indian Institute of Management Nagpur started its journey in the year 2015 under the mentorship of the Indian Institute of Management Ahmedabad. The Institute's first batch of Post Graduate Programme (PGP) in Management commenced on the 23rd of July 2015. IIM Nagpur has recently moved to its own campus (of approx. 135 acres) at MIHAN, Nagpur. IIM Nagpur, being a new generation IIM, aims to create value-driven leaders, global managers, and entrepreneurs with strong conceptual foundations and analytical approach to help them be the best in whichever field they choose. The aim is to innovatively address the needs of a modern India and connecting aspirations and realities to attain benchmarks that are respected internationally. IIM Nagpur is gradually increasing its portfolio of activities to fulfill these objectives.

A key aspect of IIM Nagpur's mission is to make an impact on the practice of management. Towards this goal, IIM Nagpur is focused on engaging and collaborating with organizations from the corporate sector, public sector undertakings, and government organizations. Our objective is to enable managers and executives to improve their knowledge, skills, and capabilities to be equipped to perform effectively in their current roles and to take up greater challenges as they move through various stages in their careers.

The Institute is looking for an agency to provide Landscape maintenance services required for IIM Nagpur. The Institute has adopted the highest quality standards for all its activities, and the bidder is required to render services meeting stringent standards and high quality.

Before attempting to fill out the tender document, the bidder should visit the Campus of the Institute to familiarize himself/herself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered. It would be deemed that the bidder has visited the campus and understood the requirement before filling the tender.

#### 3.2 Broad Scope of Work

Landscape Maintenance:

Total Gassing area= 51890.00 Sq.M

Total plantation bed area = 29121.00 Sq.M

The entire Campus is considered, excluding the following:

Internal Lawn and hedge cutting of Faculty houses. (Inside lawn area of Quarter No's 3 to 11)

The scope of work may increase as per Institute requirements from time to time.

Type of Contract: Service contract

### **3.3 The detailed specification for Section- 1 of price bid:**

(Indicative specifications, the contractor has to work according as directed by in -charge horticulture of IIMN)

Complete day-to-day maintenance of the campus as per the following details:

#### **3.3.1 LAWN AREA MAINTTENANCE.:**

The lawn area shall be kept clean of any kind of garbage like plastic, Dry leaves, branches, etc., thrown by users or shed by plants, animals, etc. Appropriate watering shall be done regularly, rolling and lawn mowing regularly so that lawn and weeds cannot flower and can be controlled. All lawns should be cut up to the maximum setting of lawn movers. In order to form a thick carpet. Lawn moving at a maximum interval of every 10 days in summer, and monsoon (except rainy days or wet earth) 15 days in winter. Special occasions like convocation placement, conferences, or any other frequency might increase to present a manicured look.

**Watering in lawns shall be carried out on all days.**

**3.3.2 HEDGE AREA MAINTENANCE.:** Hedges area shall be kept clean of any kind of garbage like plastic, Dry leaves, branches, etc., thrown by users or shed by plants, animals, etc. Appropriate watering shall be done on a regular basis, cutting of hedges shall be done regularly, also scaling up to 3" of ground shall be done, which helps for proper aeration and weeds can be controlled in the area. Hedges should always be maintained in proper size levelled line of proportion. Maximum 6" of variation in size shall be permitted any gap between the hedges due to any reason whatsoever shall be filled immediately and informed to the IIMN authorities. Any mortality of plants whatsoever shall be informed to the authorities and replaced by plants of the same species. or as directed by the authorities without any extra cost of labour. The contractor has to operate the landscape irrigation system and ensure proper irrigation of the lawn, hedges, and all plants. Maintenance of the irrigation system, like cleaning the water tanks, and checking the serviceability of sprinklers, drippers, hoses, valves, etc., will be the responsibility of the contractor. The Institute will provide the spares required for this on reporting. Any damage to the irrigation system is to be reported immediately.

**3.3.3 INDIVIDUAL SHRUB MAINTENANCE:** Shrubs' area shall be kept clean of any kind of garbage like plastic, Dry leaves, branches, etc., thrown by users or shed by plants, animals, etc. Appropriate watering shall be done regularly, cutting of shrubs shall be done regularly, and scaling up to 3" of ground shall be done, which helps for proper aeration and weeds can be controlled in the area. Any mortality of plants whatsoever shall be informed to the authorities and replaced by the plants of the same species or as directed by the authorities without any extra cost of labour

**3.3.4 TREE MAINTENANCE.:** Regular maintenance of trees, including foliage spray of mentioned disinfectant and regular pruning. The contractor shall maintain the tree located inside or on the edges of the area covered under this contract. The works involved are trimming, cutting, pesticides (once a year-tree application post-monsoon) removal of dead trees/branches. The tree shall be maintained well.

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

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

**3.3.7 Potting new plants and planting and maintaining trees/tree saplings:** Whenever the Contractor procures new plants, the contractor shall be responsible for potting and maintaining new tree saplings. Maintenance of trees includes protecting the trees from weeds, wild growth/invasive plants, watering and manuring, and taking any other eco-friendly measures to ensure faster and healthy growth of the trees.

**3.3.8 Foilar spray Application (with material cost) of insecticides like chloropyrifos, Imidacloprid, fipronil, 750 ppm amalgated neem oil extract, nicotine (tobacco) extract, fungicides; using napsac sprayer or hand sprayer or electric sprayer as applicable: application on shrubs on a monthly basis diluted as per product specification. Diseased trees are not covered in this item.**

Application with the cost of material of balanced Foilar non-chemical fertilizer like refined vermiwash fortnightly application appropriately diluted using required spray pumps on all shrubs and lawns, at least a week distant from pesticide treatment.

Suggested: First week of month insecticides spray; second and fourth-week Vermiwash spray

**3.3.9 Mortality:** As the contract compiles of all material and matter with labour, mortality of plants and lawns, etc., should be considered at 10% and quoted, except in conditions beyond human control.

### **3.4 CONSUMABLES:**

**3.4.1** The Average expected monthly Consumable Fertilizer like NPK, MAP, DAP, MOP, UREA, SULPHUR, Vermicompost, Cow dung manure, etc., **shall be provided by the contractor as per the price bid. (Section-2)** The bidder will maintain monthly stock of these consumables & payment will be made on the actual quantity supplied every month. The vendor will consider the balance stock of the previous month before the next supply.

**3.4.2 Consumable Fungicides, insecticides, pesticides & weedicides like choloropyriphos, Rogor, Bavistin, etc., for control of termites, fungus, and other pests like topical foliar spray**

**on plants and ground covers shall be under the contractor's scope at his cost. The bidder has to quote the rates accordingly. (Section-1)**

3.4.3 The quantities given in the "BILL OF QUANTITIES" are approximate only and may vary in the actual course of execution. The Contractor is, therefore, advised to quote very carefully. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) of the various items or deletion of any item(s). The rates shall be firm during the contract's entire duration except for the escalation clause, as mentioned in Clause No. 4.9 in Part-1, NIT document. Payments will be made as per the actual supplies/ execution of work.

3.4.4 Routine maintenance should be carried out from 9.00 to 6.00 pm daily except for Sundays and govt. holidays as per law, but holidays shall not be permitted when needed. In summers or harsh seasons or sometimes more hours of maintenance should be provided on demand by the authorities of IIMN. Watering timing shall be from 9 am to 4 pm except in monsoons when rainwater is sufficient in case of dry monsoons, watering shall be done at the same time. When watering in extra hours is required contractor shall take prior permission from the authorised person from the institute. Activities such as moving of lawns, hedge cutting, and general pruning in active areas like near classrooms/seminar rooms/ student hostel, etc. shall be carried in odd hours for which the worker may have to work OVERTIME. The proposed rate shall include all these aspects before deriving the offered rates. In a year, four national holidays would be counted as 26 January, 15 August, Labour Day, and 2 October. It may change depending on the requirements of various areas.

3.4.5 The contractor shall provide all workmen and staff with proper uniforms with identity cards as mutually agreed between the successful bidder and IIMN. The contractor shall also provide rainwear and winter wear to all workmen. The contractor shall pay to all their staff - wages for regular & extra duties, EL, PF, ESI, bonus, etc., as per statutory rules and regulations from time to time. While quoting the rates, the bidder shall consider all these expenses to be covered.

3.4.6 Tools, tackles, and safety equipment will be in Contractor's scope. The bidder has to quote the rates considering capital cost and upkeep/maintenance cost of this equipment. The list of INDICATIVE tools, tackles, equipment, etc., to be deployed by the contractor is as follows:

Sr. No.	Description	Quantity
1	Ride on Lawnmower 17.5 HP	01
2	Lawn Mower 21" Electric STIHL or equivalent	02
3	Chain saw Electrical / petrol.	01
4	Long cutter	01
5	Honda grass-cutting machine.	02
6	Scissor	15
7	Pickaxe	05
8	Lopper	01
9	KUDALI	05
10	Fawada	05



11	Pruning cutter with wooden handle	01
12	Axe	03
13	Bill Hook	03
14	Khurpi	30
15	Telescope TREE Prunner	01
16	Spray Pump for Medicine Electrical	01
17	Green pipe 20 mm, 25mm, 32 mm diameter, and 30 Meter length each as required by IIMN	40
18	Pedal Rickshaw	01
19	Bucket Plastic	10
20	Mug	10
21	Country Broom	20
22	Spray Pump for washing of tree	01
23	Hand spray	30

The Bidder should quote firm prices/ rates taking into account all Taxes, Duties, Levies, Personal Tax, Corporate Tax, and all other expenditures required to be incurred by him/her for providing required services, etc., during the contract period as indicated under his contract and afterward, no variation on any account unless otherwise specifically mentioned will be allowed. ONLY GST will be paid extra if applicable.

#### LANDSCAPE SCHEDULE

Sl. No.	Landscape feature	Major Tasks	Schedule
1	Lawn area	Irrigation	Summer Season: Daily. Rainy Day: Not required/as and when required. Winter season: once in 2 Days. Timing: Irrigation to be done Before 9 AM to 11 AM & after 3 PM to 6 PM
		weeding	Daily
		Mowing	Periodically in an interval of one month. The time should not exceed one month (30 Days)
		Manuring or Pesticide application	Periodically in an interval of one month following mowing. (30 Days)
		Renovation of Damaged lawn	Whenever Required
		Housekeeping	Weekly once in a month
2	Ground covers	Irrigation	Summer Season: Daily. Rainy Day: Not required. Winter season: once in 2 Days. Timing: Irrigation to be done Before 9 AM to 11 AM or after 3 PM to 6 PM
		weeding	Summer Season: Daily. Rainy Day: Not required. Winter season: once in 2 Days.
		Manuring	Monthly (30 Days once)
3	Hedges	Irrigation	Summer Season: Daily. Rainy Day: Not required. Winter season: once in 3 Days.

			Timing: Irrigation to be done Before 9 AM to 11 AM or after 3 PM to 6 PM
		Trimming or Pruning	Periodically once a month (45 days)
		Thinning	Removal of dead and diseased plant parts on an everyday basis.
		Manuring & Pesticide Application	Application of Pesticide immediately after Trimming and Fertilization with DAP (45 Days once)
4	Creepers	Irrigation	Summer Season: Daily. Rainy Day: Not required. Winter season: once in 2 Days. Timing: Irrigation to be done Before 9 AM to 11 AM & after 3 PM to 6 PM
		Pruning or Training	Pruning at 15-day intervals and training to be done on supporting structures.
5	Pot Plants	Irrigation	Alternate days for Outdoor pots and weekly Thrice for Indoor pots
		Spraying/applying with eco-friendly insecticide	Twice a year / as & when required
		Loosening, mulching & adding good soil, manuring & fertilising etc.,	Thrice a year
		Painting	Painting of pots on Monthly interval
6	Trees	Irrigation	Summer season: Irrigation Thrice in 7 days Winter: 5 Days once, Rainy Days: Not Required
		Pruning, Pest or Disease Management	Dead and diseased branches are to be removed, and Terminal pruning and Trimming are to be done before the onset of the Monsoon.
		Manuring	Organic manure, such as farm yard manure. Neem cake and bonemeal need to be applied depending on the age of the tree/shrubs. Inorganic fertilizers such as urea, factamfos, and NPK can be provided depending on the age of the trees.
		Weeding or Trench Making	Periodically (in an interval of one month, Providing and maintaining sunken beds for trees by removing the weeds and silt deposited on the bed.

## Chapter-4 General conditions of the contract

### 4.1 Introduction:

The essence of this contract is to provide day-to-day Landscape Maintenance services. The Institute has adopted the HIGHEST quality standards for all its activities, and the bidder is required to render services meeting stringent standards.

Before attempting to fill out the tender document, the bidder should visit the Institute to familiarise himself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered.

### 4.2 Definitions:

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

4.2.1 The expression "Owner" and/or "Institute" occurring in the tender document shall mean Indian Institute of Management, Nagpur, and shall include its successors and assigns.

4.2.2 The expression "Bidder" shall mean the Tenderer who submits the tender for the work/services and shall include the successors and permitted assigns of the Tenderer.

4.2.3 The expression "Contractor" shall mean the Tenderer selected by the owner for the performance of the subject work/services and shall include the successors and permitted assigns of the Contractor.

4.2.4 "Officer-in-Charge" shall mean any officer of the Institute authorized to act as the Officer-in-Charge for the work/services or any specified part thereof.

4.2.5 "Work" and "Scope of work" shall mean the totality of the work/services and supply of materials by expression or implication envisaged in the contract and shall include all material, equipment, and labour required for commencement, performance, provision, or completion thereof. Unless specified in a detailed Bill of Quantities.

4.2.6 "IIMN" shall mean Indian Institute of Management, Nagpur

4.2.7 "Contract" shall mean the contract for the work/services and shall include the tender document, the General Conditions of the Contract, the Letter of Acceptance, and the accepted Rates (Bill of Quantities in Price bid).

**4.3 Essential technical requirement: `**

- 4.3.1 The bidder must have all statutory registrations like PAN, GST, PF, ESIC, etc., as applicable from time to time with respect to this contract.
- 4.3.2 Notwithstanding anything stated in the tender document, IIMN reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of IIMN, and the decision of IIMN in this regard shall be final and binding.

**4.4 Power, water, and other facilities:**

- 4.4.1 IIMN shall provide the Contractor the facilities specified below for use exclusively for the providing services pursuant to the contract, namely:
- (a) Office space with space for stores (Telephone will be on an actual chargeable basis)
  - (b) Water: Free of Cost
  - (c) Electricity: Free of Cost
  - (d) Enclosed space for keeping tools, tackles, equipment
  - (e) Enclosed space for keeping pesticides etc
- 4.4.2 The contractor will arrange for other facilities, utilities, equipment, and inputs required for providing the services mentioned in the contract.
- 4.4.3 The Contractor shall be responsible for and shall ensure the proper utilization of the facilities, equipment, furniture, and utilities provided by IIMN without any manner of abuse or excess use and will undertake day-to-day repair & maintenance of all equipment and items supplied by IIMN and also keep the office provided absolutely tidy and free from any damage. For any loss or damages to the premises, fittings, fixtures, and equipment, recovery at market rates would be effected from the Contractor's bills and the material/item repaired or replaced at his cost. The decision of the Officer in Charge IIMN about the recovery would be final.

**4.5 Conditions of works/services:**

- 4.5.1 The Contractor shall carry out work/services as per the conditions of the contract.
- 4.5.2 The Contractor shall engage fully trained and adequately experienced workmen / Staff and arrange to provide a refresher training course for them as and when required and as per the direction of the Owner.
- 4.5.3 Entry into IIMN by any Contractor's personnel will be subject to the issue of Gate Passes to such personnel for the purpose. Gate Passes shall be for a fixed period and shall be issued at the joint request of the Contractor and the personnel of the Contractor with respect to whom gate passes are sought, in the format prescribed by IIMN on this behalf to be jointly signed by the Contractor and the concerned personnel.



4.5.4 Issue of Gate Passes shall be subject to the approval of the Officer-in-Charge, and such approval shall be subject to the Contractor furnishing to the Officer-in-Charge, a copy of the letter of appointment issued by the Contractor to each person with respect to whom the Gate Passes is sought, signed in acceptance by the persons to whom the letter of appointment is given.

4.5.5 The Gate Pass may be withdrawn without assigning any reason.

4.5.6 The Gate Passes issued to the Contractor's personnel shall not ordinarily exceed the number which will be communicated to him by the owner from time to time except to meet emergent, casual, or temporary requirements.

**4.6 Intimation to contractor: deleted**

**4.7 Contract Period:**

The initial period of the contract will be ONE year with a provision to extend the contract for a further period of FOUR years on EVERY TWO years,' basis subject to satisfactory performance, on the same terms and conditions at the absolute discretion of IIMN.

The contract shall be in force for the period stipulated in the contract. On the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor will not have any right, either contractual or equitable, to demand any fresh contract for another term or to continue the same in preference to anyone else. Notwithstanding anything contained in other clauses of the tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof becomes illegal or legally impermissible for any cause.

**4.8 Payment of bills:**

4.8.1 Payment shall be made every month on the basis of the bills having been prepared by the Contractor in duplicate at accepted "BILL OF QUANTITIES." It is desired that copies of the documents (as may be required by IIMN) are enclosed to ensure that the Contractor has duly complied with his contractual and statutory obligations, be enclosed along with the bill. All bills should be submitted on printed forms, duly signed, and pre-receipted in **duplicate.**

4.8.2 Income Tax deduction and other statutory deductions will be made from "monthly" bills of the Contractor as per rules and regulations in force under the Income Tax Act.

4.8.4 Payments will be made within 21 days of submission of monthly bills provided the bills are complete and duly authenticated by the specified Officer(s) of the Owner.

4.8.5 Payments will be made by e – payment/NEFT/RTGS

**4.9 Escalation / De-escalation:**

Item Prices/ Item Rates quoted will be firm during the contract's first year.

After the first year, item rates will be escalated at the rate of PERCENT every year (To be quoted in % by the Bidder for 2nd,3rd,4th, & 5th year in Price Bid)

4.9.1 Payment to workmen by the contractor: The bidder has to work out his quoted rates based on the minimum wage declared by the central government—the latest minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01-04-2023.

The rates of Minimum wages for employees employed in Maintenance are as under

Category	Basic Wages (Rs)	V.D.A (Rs)	Total
Unskilled	523	213	736
Semi-Skilled	579	237	816
Skilled	637	260	897

4.9.2 Revision of Payment to Workmen by the Contractor

**Any timely escalation OR de-escalation in minimum wages declared by the Central Govt. shall be implemented by the contractor. Generally, every six months' central govt. declares VDA, and hence the contractor has to revise the payment to workmen accordingly.**

4.9.3 Payment by IIMN to the contractor:

The rates fixed for the year at the time of the contract will remain the same throughout the year. Bidders are requested to consider the escalation in minimum wages and revisions in VDA during the year at the time of quoting the rates and escalation percentages. The revised rates per the quoted escalation percentage will be effective each year as per the Price Bid and agreement. **IIMN will not pay any additional charges for revisions in VDA. However, the contractor will have to pay to the manpower deployed as per Minimum Wages Act and as per revisions in VDA as and when applicable.**

#### 4.10 Earnest money:

Tenders uploaded without earnest money will not be considered. The earnest money of the unsuccessful bidders will be refunded without any interest after the award of the contract. The earnest money of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful bidder fails to take up the job or fails to deposit the initial security deposit. (exemption on EMD fee for MSME/NSIC registered units on submission of copies of valid, relevant registration documents of the current period)

The bidders who seek exemption from Tender fee/EMD as per clause no. (1.2&1.3) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a Performance security before the deadline defined in the request for bids document, will be suspended for the period of five years or as decided by the competent authority from being eligible to submit bids for contracts with IIMN

**4.11 Security deposit:**

4.11.1 The security deposit consists of three elements

- a) Earnest money deposit to be paid as mentioned in Clause No. 1.3 on NIT.
- b) Initial security deposit @ 5% of the Contract Value (First-year amount) to be paid on the award of work but before the commencement of work. ISD amount is inclusive of EMD.

4.11.2 Release of final payments and retention monies (if any) outstanding on expiry or Completion of the contract, including extended period, shall be subject to the Contractor furnishing satisfactory proof of re-deployment or retrenchment, as the case may be, of employees who were deployed by the Contractor pursuant to the contracts to work within the premises of IIMN.

4.11.3 Security deposit amount shall be considered based on First Year's annual contract amount.

4.11.4 Release of Initial Security Deposit shall be on completion of 60 months of the contract period or when the contract is not extended (whichever is earlier).

4.11.5 No interest will be paid on any deposit.

**4.12 Taxes, labour laws, and other regulations:**

4.12.1 The Contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen, including safety regulations.

4.12.2 The Contractor shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or service rendered pursuant thereto.

4.12.3 The Contractor shall fully comply with all applicable laws, rules, and regulations relating to P.F. Act, ESI Act, Bonus Act, Minimum Wages Act, Contract Labour Act, Workmen's compensation Act, C.L. (R & A) Act, Migrant Labour Act, Essential Commodities Act and/or such other Acts or Laws, regulations passed by the Central, States, Municipal and local governmental agency or authority.

4.12.4 The Contractor shall be responsible for the proper maintenance of all registers, records, and accounts regarding compliance with any statutory provisions/obligations. The Contractor shall be responsible for making records pertaining to the Payment of wages act and also for depositing the P.F. and ESI contributions with the authorities concerned.

4.12.5 The Contractor shall be responsible and liable for all the claims of his employees.

4.12.6 The Contractor shall obtain licence under the Contract Labour (R&A) Act from the office of the Assistant Labour Commissioner and produce the same, preferably along with the first monthly bill. The first bill will be cleared only on submission of the said licence. The Contractor would be required to maintain all books and registers like the Employment Register, Wages Register, Bonus Register, Overtime Register, First Aid Box, Display of Notices, etc., as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.

4.12.7 The Contractor shall obtain an adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.

**4.13 Inspection and testing by IIMN:**

4.13.1 The Owner shall be entitled to inspect and/or test by itself or through any of its representative or an independent agency any premises of the Contractor and materials stored therein for use pursuant to the Contract and/or any ingredient to be used for the services pursuant to the Contract.

4.13.2 If any material, item, or component intended to be used for the work/ services is found to be unsatisfactory (in which matter the decision of the owner or his authorised representative shall be final), the Contractor shall not use such material and shall keep the Owner indemnified from and against any claim of infection, poisoning or illness arising from any defective material provided by the Contractor.

**4.14 Compliance with statutory obligations:**

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of a violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, or suit initiated against IIMN by any individual, agency, or government authority due to acts of the bidder, the bidder shall be liable to make good / compensate such claims or damages to the IIMN. As a result of the acts of the bidder, if IIMN is required to pay any damages to any individual, agency, or government authority, the bidder would be required to reimburse IIMN such amount along with other expenses incurred by IIMN or IIMN reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

**4.15 Interpretation:**

4.15.1 The Special Conditions of Contract shall be read in conjunction with all other documents forming this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of it shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

**4.16 Vacation of premises:**

4.16.1 The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by IIMN and return all furniture, fixture, equipment, and other items made available by IIMN in good condition after the contractual period is over or if the contract is earlier terminated. Handing over the vacant possession of the premises and equipment etc., shall be affected within 7 days of the completion of the contract period or termination of the contract. If the Contractor fails to do so, the Owner shall be free to take possession of the premises by an opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material/equipment, furniture, etc. given to the Contractor by the Owner.

**4.17 Assignment & sub-contracting:**

The successful bidder shall not assign, sub-contract, or sublet the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it with the approval of the IIMN of the premises. However, the job shall be sublet only to the party approved by IIMN officials.

**4.18 Rejection of tender (s):**

IIMN reserves the right to, at any time and in its absolute discretion, the following

- Accept or reject any or all bids
- To permit any bidder to resubmit its shortfall documents
- To negotiate the price with the L-1 bidder
- To suspend, discontinue, modify, and/or terminate the Tendering process at any time without assigning any reason whatsoever

**4.19 Quantum of work:**

This contract is basically an item rate contract. The quantities mentioned in the price bid are approximate only and may vary in the actual course of execution. The bidder is, therefore, advised to quote very carefully. No claim for compensation from the bidder shall be entertained due to any variation in quantities (irrespective of the quantum of variation) OR deletion of any item. The rates fixed for a particular period shall remain the same throughout that duration. Actual executed quantities for respective items shall be measured and paid.

**4.20 Services for special occasions:**

4.20.1 If at any time during the existence of the contract, the Owner desires to utilise the services of the Contractor for any special occasion (Event) or otherwise, the Contractor will arrange the same at the rates to be mutually agreed upon (provided the items are outside the rates of items already included in the tender).

4.20.2 Similarly, in case the Owner desires to include any new items in the contract for services, the same will be negotiated with the Contractor.

**4.21 Prices, Taxes, Duties:**

The Bidder should quote firm prices/ rates inclusive of all Taxes like Duties, Levies, Personal

Tax, Corporate Tax, worker welfare cess, Labour welfare Cess, etc., and all other expenditures required to be incurred by him/her for providing required work, etc. during the contract period as indicated under his contract and afterward no variation on any account unless otherwise specifically mentioned will be allowed. (The contractor will indemnify IIMN against all statutory liabilities, present and future, arising out of this contract.). **Only GST, as applicable, shall be paid extra over and above the quoted rates.**

**4.22 Bid validity:**

The e-submitted bid submitted by a bidder shall remain valid for a period of 6 (Six) Months from the date of opening of the price bid. The EMD shall be forfeited if a bidder withdraws his bid during the bid validity period specified in the bid form.

**4.23 Conditional tenders:**

Conditional bids or Bids based on the process / basic schemes other than mentioned and/or not conforming to the technical specifications/requirements of the Bidding documents will not be considered

**4.24 Contract agreement:**

The successful Bidder shall be required to execute a contract Agreement with IIMN on the non-judicial stamp paper of Rs. 500/- (Rupees Five hundred only). The successful Bidder shall bear the cost of stamp paper.

IIMN reserves the right to amend the terms & conditions of the contract after Mutual discussions and shall only be in writing

**4.25 Work at Risk and Cost:**

The Institute reserves the right to get the whole or part of the work/services executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work/ services are not satisfactory.

**4.26 Insurance:**

The Successful bidder (Contractor) shall take third-party insurance to cover any accident or accidents of any nature, for an amount AS REQUIRED FOR this type of work/services against damage/loss/injury to property or persons or loss of life during the complete period of the contract. A copy of the Insurance Policy will be handed over by the contractor to the Estate Office of the Institute before Starting Date of the work as specified in the contract. In case the Contractor fails to take the insurance policy, the Institute would arrange for the same at the cost of the Contractor, alternatively, the Institute may stop payment of bills to the Contractor till Insurance is arranged by the Contractor or terminate the contract at the risk and cost of the Contractor. In case of any mishap, the liability for the same will be borne by the Contractor & not involve IIM Nagpur

**4.27 Indemnity:**

The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, Sales, Royalty, Excise Duty, etc., and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any

such statute ordinance or law/regulations or by-laws. The Contractor shall not employ child labour.

**4.28 Compliance with the Owner's Rules & Regulations:**

The Contractor shall comply with all norms stipulated by the IIMN, such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the worksite, safety precautions, and safety regulations. The Contractor has to follow the rules & regulations imposed by the government like social distancing, hygiene, etc.

**4.29 Arbitration:**

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMN and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies or claims by referring it to the Director of IIMN by the successful bidder. If IIMN and the successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, If any dispute, difference, controversies, or claims of any kind whatsoever shall arise between IIMN and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies or claims by referring it to the Director of IIMN by the successful bidder. If IIMN and the successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy, or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by Director IIMN, having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both parties. The arbitration shall be held in Nagpur, India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Nagpur and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both parties. The courts in Nagpur shall have exclusive jurisdiction.

**4.30 Authorization:**

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has the authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, IIMN may, without prejudice to any other civil & criminal remedies, cancel the tender and hold the bidder liable for all costs, charges, and damages.

**4.31 Safety & Security:**



The contractor shall abide by the safety code provisions from time to time by the government/statutory authorities pertaining to this contract. The contractor shall fully comply with the government guideline issued from time to time, like monitoring the temp of their employee, using masks, using sanitizer, etc.

#### **4.32 Error in Tender Submission**

IIMN does not take any responsibility for the tender being wrongly submitted in the tender wizard portal and malfunction of the system at the bidder's end or not received in the portal by the stipulated date and time

#### **4.33 Award of similar types of work/services on the same rates**

Upon mutual consent, IIMN may award a similar type of work in the campus for which the rates shall be valid up to the contract period

#### **4.34 Precedence Clause:**

In case of any ambiguity in interpretation:

4.34.1 The Price bid will supersede the Technical Bid and Pre-Qualification bid

4.34.2 Technical Bid will supersede the Pre-Qualification Bid.

4.34.3 Asst. Manager (A&C), IIM Nagpur's decision on interpretation of the entire contract terms and conditions will be final and binding to all.

#### **4.35 Defect liability period:** Not applicable

#### **4.36. Method of Measurement:**

Priority -1 = Actual Nos./area/Shift/units of various items to be measured and paid.

#### **4.37. Liquidated damage:**

For non-performance with respect to quality standards or time or both, IIMN may deduct the appropriate amount from the bills of the contractor. The officer will decide the amount based on the gravity of the non-performance.

#### **4.38 Exit clause:**

##### **4.38.1 Termination due to contractor's Default**

If the contractor is in default under any of the provisions of this Contract, including but not limited to:

- a) failure to proceed with all or any part of the Contract or Contract Work with due diligence,
- b) failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- c) refusal or neglect to make good defective Work or after being instructed to do so by IIMN.
- d) going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e) delay in executing the Contract
- f) abandoning the Contract
- g) assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMN;
- h) failure to comply with any Applicable Law;

then, and in any such event and without prejudice to any other rights or remedies that IIMN may have, IIMN may issue the contractor written notice describing the default. If the



contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMN may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the contractor's sole risk and cost.

In case of such termination, the contractor shall not be entitled to receive further payment until the terminated Work is completed and accepted by IIMN. If the costs incurred by IIMN, including costs incurred in performing additional services to complete the Contract Scope of Work and IIMN's overheads in this regard, exceed the unpaid balance of the Contract Price, the contractor shall reimburse IIMN such excess within (10) ten days after receipt of an invoice thereof.

The rights and remedies provided in this article are in addition to the rights and remedies provided to IIMN by law, equity, or under any other Article in this Contract.

Such termination will not relieve the contractor of its responsibility to its labourers, suppliers or any other creditors, including IIMN.

#### 4.38.2 Termination for Convenience

IIMN may, at its opinion, terminate for convenience the Contract Scope of Work in whole or in part at any time by written notice to the contractor. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination. Upon receipt of such notice, the contractor shall:

- a) Immediately discontinue the Contract Scope of Work on the effective date or date of receipt of notice from IIMN, whichever is the latest and to the extent specified in the notice, and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Contract Scope of Work that is not terminated;
- b) Promptly obtain cancellation upon terms satisfactory to IIMN of all purchase orders, sub-Contracts, rentals, or any other agreements existing for the performance of the terminated Work or assign those agreements to IIMN as instructed;
- c) Assist IIMN in the maintenance, protection, and disposition of Work in progress, plant, tools, equipment, property, and Goods acquired by the contractor or furnished by the contractor under this Contract.
- d) Complete performance of the Contract Scope of Work that is not terminated contractor for any damages, including loss of anticipated profits. As its sole right and remedy, the contractor shall be paid for
  - a) The Work which has been satisfactorily performed till the date of such termination. contractor shall have the responsibility to submit the Scope of Work that had carried out prior to the termination date with sufficient documentation within 7 days from the date of the receipt of the termination notice. All such Scope of Work shall be properly protected and handed over to IIMN.
  - b) All amounts due and not previously paid to the contractor for Contract Scope of Work completed in accordance with the Contract prior to such notice of termination and for Work thereafter completed as specified in such notice
  - c) The termination of the Contract shall not relieve the contractor of any continuing rights, obligations, and liabilities under the Contract.

#### **4.38.3 – Termination from the contractor’s side**

The contractor can also terminate the contract by giving Three months’ notice period to IIMN

#### **4.39 Dispute Resolution:**

If any dispute, difference, controversies, or claims of any kind whatsoever shall arise between IIMN and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMN.

If IIMN and the successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other a formal notice in writing that the dispute, difference, controversy, or claim exists, specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by Director IIMN, having the requisite technical expertise to adjudicate such nature of disputes. The decision of the sole arbitrator shall be binding on both parties. The arbitration shall be held in Nagpur, India, and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award, and the same shall be final and binding on the Parties. The award shall be entered in the courts at Nagpur and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both parties. The courts in Nagpur shall have the exclusive jurisdiction.

#### **4.40 Force majeure:**

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties, including delays due to but not limited to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. However, there will not be any additional cost implications towards IIMN for such a delay in performance, and the successful bidder agrees to complete the scope of service & meet his obligations under the contract for the cost agreed in LOI/ service order.

#### **4.41 Contact details for any clarification**

**Email:** [sr\\_officertech@iimnagpur.ac.in](mailto:sr_officertech@iimnagpur.ac.in) [adminoffice@iimnagpur.ac.in](mailto:adminoffice@iimnagpur.ac.in)

**Phone no :** 08527555133/07767018721

**Address:** IIM Nagpur

Plot No-01, Sector-20, MIHAN (Non Sez), Dahegaon

Khapri (Rly), Nagpur.441108

## Chapter-5

### Part II: Price Bid

Price Bids of only technically qualified bidders shall be opened at a later date in the presence of authorized representatives of bidders & IIMN Officers. Technically qualified bidders shall be intimated by web notification and or auto-generated email through e-procurement. The date, time, and location of opening the price bid shall be communicated to the eligible bidders through web notification at [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

- The bidders must e-submit the price bid only per the price schedule format/template available on [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders). Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.
- In case the price bid is tampered/modified in any manner, the tender will be completely rejected, EMD would be forfeited, and the bidder is liable to be banned from doing business with IIMN.
- Do not quote a price in the Technical Bid, i.e., in Part-I or elsewhere, which would lead to the bid getting disqualified without any further reference to the bidders.
- **The prices must include all the applicable taxes and duties, fees, and any other charges except GST.** GST component if applicable to be shown separately and will be paid extra, if applicable.
- IIMN reserves the right to negotiate the quoted price with the successful bidder.
- The quoted rates shall remain firm throughout the first year of the contract, and no revision is permissible for any reason.

#### **Special Note on price Bid quantities**

Minimum guaranteed quantity is NOT APPLICABLE in this tender; payment will be made based on actual executed quantities.

No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) of the various items or deletion of any item(s). The rates fixed for a year shall be firm during the entire year. Escalation for the next year shall be as quoted in the price bid.

## Chapter-6 Special Terms & Conditions

### CONDITIONS OF WORK:

6.1 Efficiency, promptness, quality service, good behaviour, and politeness of the Contractor and his staff are the essence of the contract. **The Contractor is required to supervise the operations at all working hours, and his supervisor shall personally supervise operations on the premises.**

6.2 The Contractor shall engage fully trained and adequately experienced technical Staff and arrange to provide a refresher training course for them as and when required and as directed. All staff and workers must maintain good hygiene like a clean uniform, properly polished shoes, nails, hair properly cut, etc.

6.3 The attendance record **biometric** shall be produced for verification on demand by the IIM, NAGPUR at any other point of time. The contractor has to **procure a biometric attendance machine at his own cost and maintain the same during the contract period** for the attendance of the concerned workers deployed by the contractor. This monthly record of biometric attendance should be enclosed along with the monthly bill of the contractor.

6.4 The contractor should ensure payment of minimum wages to his workmen on or before the **7th** of every succeeding **month through Nationalised Bank only**. The record of the same should be enclosed along with the monthly bill of the contractor to the Institute.

6.5 All the technical staff shall be medically fit. They should be free from all infectious diseases. The Contractor shall get his employees medically examined once in 12 months and obtain fitness certificates.

### 6.6 UNIFORM SET:

Sr. no	Description	Make	Approx. Quantity per Annum
1	Uniform with Cap	Good quality as approved by IIMN	2 sets
2	Shoes		
	Price bid: Section 100	Good quality Shoes as approved by IIMN	1
		Safety Shoes - Liberty or Allen Cooper or Hi-tech as approved by IIMN	As per requirement
3	Rainwear	Good quality as approved by IIMN	1

1. Each and every staff appointed by the contractor should have a police verification certificate.
2. The workmen/staff appointed by the contractor shall be residing within the Nagpur area.
3. The contractor shall make payment of wages to all its employees under this contract through A/C payee cheque only or Bank Transfer.

4. The Contractor's personnel shall not indulge in entertaining their guests/outside in the IIMN premises, shall not loiter in the IIMN premises, and shall not normally move out of their specified area of operation.
5. No residential accommodation, transport, medical, or any other type of facility will be provided by the INSTITUTE to the Contractor's workers, and it will be the sole responsibility of the contractor to provide the same to his workers
6. No claim for compensation from the Contractor shall be entertained due to any variation in quantities (irrespective of the quantum of variation) of the various items or deletion of any item(s).
7. For Landscape services: In most cases, it would be a general shift. But it may be used for the second shift during events or whenever required. Please note that 8 hours will be considered as one shift.
8. Mobile phone carrying with the supervisor on site is compulsory. The contractor will pay the Bill for the mobile phone. IIMN will make no reimbursement.
9. Holidays: In a year, holidays would be counted as (i) 26 January, (ii) 15 August, (iii) 2 October, (iv) Labour Day,
10. The contractor shall provide all workmen and staff with proper uniforms with an identity card as mutually agreed between the successful bidder and IIMN. The contractor shall also provide rainwear and winter wear to all workmen. The contractor shall pay all their staff - wages for regular & extra duties, EL, PF, ESI, bonus, etc., as per statutory rules and regulations from time to time. While quoting the rates, the bidder shall consider all these expenses to be covered.
11. Contractor to provide all necessary documents to each staff (i.e., Appointment letter, offer letter, salary slips, PF slips, Experience Letter, Relieving letter, etc.)
12. Contractor to make his own arrangement for the refreshment of his staff, like tea, coffee, and snacks. IIMN will not make any reimbursement for that.
13. Contractor to maintain minimum tools & machines as mentioned.

## Chapter – 7

### Bid Evaluation System

Stage-1: Those who qualify in Part-I - PQ will be eligible for the opening of Technical evaluation

Stage-2: Opening of Part II - Price bids will be opened for the bidders who qualify in Technical Evaluation.

**A. Technical bid and price bid together will be used to choose the “techno-commercially” lowest bidder. Technical Bid will be assessed for 70 marks and Price Bid will be assessed for 30 marks.**

**B. Technical bid score, out of 50, will be as mentioned in Chapter-3**

**Step -1:** Bidders getting less than 25 marks out of 50 in the technical bid will not be considered for the price bid.

**Step - 2 (for techno-commercial evaluation):** Bidders getting the highest technical score will be considered as 50 and others will be adjusted on a pro-rata rate basis. This will become technical score = X

Methodology for arriving at the Price of Bidders:

Total Amount Quoted for Year 1 = a

Escalation in % quoted by Bidder for further years on an annual basis =

For 2<sup>nd</sup> year = g<sub>2</sub>

For 3<sup>rd</sup> year = g<sub>3</sub>

For 4<sup>th</sup> year = g<sub>4</sub>

For 5<sup>th</sup> year = g<sub>5</sub>

Year 1 = a = Price = As quoted in the Bid

Year 2 = b = {a+(a\*g<sub>2</sub>)/100}

Year 3 = c = {b+(b\*g<sub>3</sub>)/100}

Year 4 = d = {c+(c\*g<sub>4</sub>)/100}

Year 5 = e = {d+(d\*g<sub>5</sub>)/100}

For arriving at Net Present Value, the discount rate will be considered as 10%

$$\text{Total NPV} = f = \{a + (b/1.1) + (c/1.21) + (d/1.331) + (e/1.4641)\}$$

This value of “f” will be considered in for arriving at the PRICE BID score “Y”.

**Price bid score “Y shall be out of 30**

$$Y = \text{Score of Price bid} = \frac{30 * (\text{Price quoted by lowest agency} = f \text{ as mentioned above})}{(\text{Price quoted by an agency})}$$

Formula to calculate the total score of an agency:

$$\text{Total Score out of 100} = X + Y$$

The bidder getting the highest composite techno-commercial score (X+Y) will be awarded the contract.

The bidder getting the highest score shall be considered for the award of the contract but at the sole discretion of the Director IIMN.

IIMN reserves the right to negotiate the rates with the highest Techno-Commercial Scorer

The decision of Director IIMN will be final and binding to all for interpretation of any ambiguity

**CHAPTER-8**  
**Please upload all Annexures (A to E)**

**Annexure A****PARTICULARS OF BIDDER**

Sr.no	Description	
<b>1</b>	Name of the bidder	
<b>a</b>	Trade Name (in Block letters)	
<b>b</b>	Status of the Bidder (Proprietorship/Partnership/LLP/Limited Co.) In Block letters)	
<b>c</b>	Name of Proprietor/Partners/CEO/Directors ( In Block letters)	
<b>d</b>	Year of Establishment	
<b>2</b>	Postal Address	
<b>3</b>	Telephone No.	
<b>4</b>	E-mail / Website address (if available)	
<b>5</b>	Online payment details and amount	
<b>a</b>	EMD	
<b>b</b>	MSME/NSIC Regn. No. (If applicable) (upload self-attested photocopy)	
<b>6</b>	Name of the Banker, Branch Name (In Block letters) (For the e-payment purpose)	
<b>i</b>	A/C No	
<b>ii</b>	IFSC code	
<b>7</b>	PAN (upload self-attested photocopy)	
<b>8</b>	GSTIN (GST Registration No.) (upload self- attested photocopy)	
<b>9</b>	Any other Relevant Information e.g. Number of Years of Experience in similar line of business	

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in tender notice No. IIMN/EMES/2023-24/07 dated 17-08-2023 Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ Annual Contract for Landscape Maintenance services at IIM Nagpur Campus. (Retender). as per Price Bid

Signature \_\_\_\_\_

Name of the bidder \_\_\_\_\_

Date \_\_\_\_\_

Official seal of bidder \_\_\_\_\_



**Annexure - B**  
**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,  
IIM Nagpur,  
MIHAN Campus,  
Plot no-1, Sector 20  
Mihan Notified Area  
Dahegaon, Nagpur-441108

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Dear Sir,

I/ We have downloaded/obtained the tender document(s) for the above-mentioned 'Tender/Work' from the website (s), namely: [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders)

Name of Tender / Work: \_\_\_\_\_  
as per your advertisement, given in the above-mentioned website(s).

1. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your IIMN, too, have also been taken into consideration while submitting this acceptance letter.
3. We have not tampered/modified the downloaded price bid template from [www.tenderwizard.com/etenders](http://www.tenderwizard.com/etenders) in any manner.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking and there has been no litigation with any Government department on account of this services.
5. I / We certify that all information furnished by our Firm is true & correct, and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall, without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-C**

Assignments completed/ Running contract in Landscape maintenance/development work/landscape maintenance as a part of facilities management in the last Five (05) years as on 31.03.2023

Sr.no	Name of Institute/firm	Area in Sq. m	Work order no	Value of order	Date of completion	Upload the certificate from the Competent Authority /User	Contact details of the Competent Authority /User

**Important: Only certificates issued by the clients on their letterhead with the date of issue and containing requisite details will be considered. Copies of work orders, bills, and others will not be considered.**

**Annexure-D**

Sr.no	Description	Financial year			
		2019-2020	2020-2021	2021-2022	2022-2023
1	Bidder's Annual turnover for the last three financial years				
2	Profit and loss				

Note: To be certified by the chartered accountant

**Annexure-E**  
**(on Company letterhead)**

**Minimum Manpower to be maintained at all time on site.**

Sr. No	Particulars	No of Manpower
1	Skilled Supervisor	01
2	Skilled Gardner	03
3	Semi-skilled Gardner	08
4	Un skilled Helper	30

Payment to workmen by the contractor: The bidder has to work out his quoted rates based on the minimum wage declared by the central government—the latest minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01-04-2023.

The rates of Minimum wages for employees employed in Maintenance are as under

Category	Basic Wages (Rs)	V.D.A (Rs)	Total
Unskilled	523	213	736
Semi-Skilled	579	237	816
Skilled	637	260	897

**In addition to Basic + VDA**

The rates shall be inclusive of all statutory obligations, uniforms, wages (for regular and extra duties), PF, ESIC, Bonus, Leave wags, Insecticide & pesticide Tools, equipment uniform, gum boots, I-card, supervision & management fee, etc., complete. **(To be quoted in Section-1 of price bid per month)**

Any timely escalation OR de-escalation in minimum wages declared by the Central Govt. shall be implemented by the contractor. Generally, every six months' central govt. declares VDA, and hence the contractor has to revise the payment to workmen accordingly.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Official seal of bidder \_\_\_\_\_

**Annexure -I**

**The detail Area sheet is approximately close to the actuals and for Information only. Vendors need to visit the site for exact area calculation.**

STATEMENT OF LANDSCAPED AREA			
SR NO	DESCRIPTION	UNIT	GRASS AREA
1	FACULTY BLOCK	SQM	852.05
2	ADMIN BLOCK	SQM	971.28
3	ACADEMIC NORTH BLOCK	SQM	355.08
4	ACADEMIC SOUTH BLOCK	SQM	409.05
5	HOSTEL BLOCK P1	SQM	2419.97
6	HOSTEL BLOCK P2	SQM	898.19
7	HOSTEL BLOCK P3	SQM	2343.98
8	HOSTEL BLOCK P4	SQM	854.66
9	VISITORS CENTER	SQM	2954.54
11	RESIDENCE	SQM	5536.51
12	BUS ZONE	SQM	476.95
13	PARKING ZONE 1& 2	SQM	4591.22
14	PARKING ZONE 3	SQM	7516.44
15	PARKING ZONE 6	SQM	3321.98
16	EEP FRONT SIDE	SQM	1027.30
17	IIM SQUARE TRIANGLE SHAPE	SQM	821.20
22	STAFF HOUSING A	SQM	1017.91
23	STAFF HOUSING B1	SQM	859.32
24	STAFF HOUSING B2	SQM	802.44
25	AMPHITHEATER	SQM	6464.38
26	STUDENT-FACULTY DINING	SQM	436.72
27	DINING & CENTRAL COURT AREA	SQM	1994.11
28	ESTATE OFFICER BLOCK	SQM	269.69
30	EEP BLOCK	SQM	2646.83
31	MULTIPURPOSE HALL	SQM	241.93
32	IIM SQUARE	SQM	1806.27
	TOTAL GRASSING AREA - (SQM)		51890.00
	TOTAL PLANTATION BED AREA - (SQM)		29121.293

**Annexure-II****BIDDER'S QUERIES**

SL. NO	BIDDING DOCUMENT			SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PART / VOL.	PAGE NO.	CLAUSE NO.			

**NOTE:**

Bidder's Queries may be sent by e-mail to [sr\\_officertech@iimnagpur.ac.in](mailto:sr_officertech@iimnagpur.ac.in) / [adminoffice@iimnagpur.ac.in](mailto:adminoffice@iimnagpur.ac.in)

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**COMPANY SEAL:** \_\_\_\_\_

## Annexure -III

**Indicative List of Plants. (Approximately 4500 Nos in Total)**

BOTANICAL NAME-CLIMBER	BOTANICAL NAME- GROUND COVERS
• Allamanda cathartica	• Alternantherasp.(green)
• Bougainvilleawhite	• Alternanthera spp. (red)
• Bougainvillea red	• Alternanthera variegated
• Bougainvillea pink	• Chlorophytum comosum
• Clerodendrumsplendens	• Dianella tasmanica
• Ipomea	• Duranta goldiana dwarf
• Jacquemontia	• Ficus longisland
• Jasminum humile	• Iresine herbstii
• Jasminum officinale	• Lantana depressa
• Monsteradeliciosa	• Lantana sellowiana
• Passiflora	• Maranta zebrina
• Petrea volubilis	• Ophiopogon jaburan
• Pyrostegia venusta	• Nerium dwarf
	• Ophiopogon japonicus
	• Philodendron xanadu
	• Rhoeo discolor
	• Syngonium podophyllum
	• Wedelia trilobata
	• Zephyranthes candida
	• Tabernaemontana dwarf

BOTANICAL NAME-SHRUBS	
• Acalypha green	• Furcaria
• Acalypha wilkesiana	• Galphimia gracilis
• Allamandablanchetii	• Gardenia jasminoides
• Alocasia macrophylla	• Hamelia patens
• Alpinia zerumbet	• Heliconia stricta
• Alpinia purpurata	• Hibiscus rosa sinensis
• Buxus microphylla	• Hymenocallis littoralis
• Beaucarnea recurvata	• Ixora coccinea
• Bougainvillea std.	• Ixora javanica
• Caesalpinia pulcherrima	• Jatropha pandurifolia
• Canna indica(red)	• Murraya exotica
• Canna indica(yellow)	• Nerium oleander
• Cassia biflora	• Phyllanthus nivosus
• Cestrum nocturnum	• Pleomele reflexa
• Clerodendrum inerme	• Plumbago capensis
• Croton sp.	• Plumeria dwarf
• Dracaena mahatma	• Poinsettia pulcherrima
• Dracaena reflexa	• Raphis Plam
• Dracaena victoria	• Sansevieria trifasciata
• Duranta repens	• Schefflera arboricola
• Euphorbia caracasana	• Spathiphyllum kochii
• Ficus blackiana	• Strelitzia reginae
• Ficus panda	• Tabernaemontana divaricata

## PALM

S.NO.	NAME	S.NO.	NAME
1.	Areca Palm	6.	Furcraea variegata
2.	Bismarckia nobilis	7.	Phoenix sylvestris
3.	Caryota urens	8.	Phoenix roebelenii
4.	Cycas circinalis	9.	Roystonea regia
5.	Cycas revoluta	10.	Wodyetia bifurcata

## BAMBOO

S.NO.	NAME
1.	Bambusa ventricosa
2.	Bambusa vulgaris
3.	Dendrocalamus giganteus
4.	Phyllostachys aurea

IIM Nagpur Landscape drawing for reference

