

# Tender For

## Providing Comprehensive Maintenance of Horticulture and Landscaping Work for Hospital Building, Medical College Building, Herbal Garden and Garden around New Type V & SAC at AIIMS Jodhpur for one year

NIT Issue Date	: 14 <sup>th</sup> December 2023
NIT No.	: AIIMS-JDH/EE (Civil)/2023-24/11
Pre-Bid Meeting	: 21 <sup>st</sup> December 2023
Last Date of Submission	: 28 <sup>th</sup> December 2023
Bid opening	: 29 <sup>th</sup> December 2023



### **All India Institute of Medical Sciences, Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan

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[www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in)

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## **NOTICE INVITING TENDER**

<b>S. No.</b>	<b>Particular</b>	<b>Remarks</b>
01	Name of work	Providing comprehensive maintenance of horticulture and landscaping work for hospital building, medical college building, herbal garden and garden around new Type V & SAC at AIIMS Jodhpur for One Year
02	Tender No.	AIIMS-JDH/EE(C)/2023-24/11
03	Time Allowed	<b>12 Months</b>
04	Estimated Cost (₹.)	1,34,87,155/-
05	Earnest money deposit (₹.)	2,70,000/-
06	Tender documents	Download from following websites- <a href="http://www.aiimsjodhpur.edu.in">www.aiimsjodhpur.edu.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
08	Last date and time of online submission of tender	28 <sup>th</sup> December 2023
09	Last date, time and place of submission of hard copy of EMD	28 <sup>th</sup> December 2023, Engineering Department, 2 <sup>nd</sup> Floor, Medical College, AIIMS Jodhpur.
10	Date and time of online tender opening	29 <sup>th</sup> December, 2023

❖ Please read carefully the notes given with the tender Notice.

**Executive Engineer (Civil)**  
**AIIMS, Jodhpur**

## NOTICE INVITING TENDER

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites percentage rate online bids in two bid system for Tender for Maintenance of Horticulture, Landscaping & Plantation at Residential Complex, AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

### Instructions for the Bidders

1. **Bids shall be submitted online only at CPPP website:** <https://eprocure.gov.in/eprocure/app>.
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**5. Criteria of Eligibility:** The contractor who fulfills the following requirements shall be eligible to apply, Joint ventures are not accepted:

Similar work shall mean “**Development & Landscaping/Maintenance of Horticulture/ Arboriculture /Plantation work.**”

- a) Three similar works each of value not less than 40% of the estimated cost put to Tender (**within last 07 years up to November, 2023**)
- OR
- a) Two similar works each of value not less than 60% of the estimated cost put to Tender (**within last 07 years up to November, 2023**)
- OR
- b) One similar works each of value not less than 80% of the estimated cost put to Tender (**within last 07 years up to November, 2023**)

**Note: Completion certificate should be attached (work must be completed in all respect as per Annexure-III).**

6. **Turnover:** An average annual financial turn over should be at least 50 % of the estimated cost of one year i.e. ₹ 67,43,580.00/- during the immediate last three Consecutive Financial Years i.e. Financial Years 2022-23 (Assessment Year 2023-24), Financial Years 2021-22 (Assessment Year 2022-23), Financial Years 2020-21 (Assessment Year 2021-22).
  - a) The firm should not have been blacklisted/ debarred by Government of India/ RBI/Autonomous body/ State Government body/PSU during last seven years.
7. **Earnest Money Deposit:**
  - a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 2,70,000/- by way of demand draft of scheduled bank or Bank Guarantee only. The Demand Drafts

- or Bank Guarantee shall be drawn in favor of “**All India Institute of Medical Sciences, Jodhpur**”.
- b. The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date & time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected. **The Xerox copy of EMD is to be scanned and uploaded along with the technical bid documents.**
  - c. Bidder will not be permitted to withdraw his offer or modify the terms & conditions thereof. In case the Bidder fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - d. **Exemption:** The Firm who are registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are **exempted to submit only EMD (Copy of registration must be provide along with technical bid)** other conditions will remain same as per other tender conditions/ **No other relaxation shall be allowed.**
  - e. **Refund / return:** The EMD of the unsuccessful bidder(s) will be returned after finalization of the tender. The EMD of the successful bidder shall be returned after his submission of Performance guarantee. No interest will be payable by AIIMS, Jodhpur on the EMD.
8. **Performance Guarantee** 5 % of the tendered value will be submitted within 07 days from the date of issue of award of work. The same shall be valid for 12 months plus 60 days. PG will be released to the contractor after completion of work and issuance of completion certificate from Engineer-In-Charge
9. **Security Deposit** an amount equal to 2.5 % of tendered value of the work will be deducted with each running bill as well as final bill and will be retained till completion of warrantee period. Security Deposit shall be refunded after completion of warrantee period and all other contractual obligations and on issuance of completion certificate from Officer-In-Charge.
10. **Submission of Tender:**
- The tender shall be submitted **online only** in two part, viz. Technical Bid and Financial Bid on **CPP portal**. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- The offers submitted through e-mail or any other media except CPP portal will not be considered.**

**No correspondence in this regard will also be entertained.**

**I. Technical Bid:-**

The following documents with **signed and scanned copies** are to be uploaded by the bidder along with **Technical Bid**

- a. **Copy of completion Certificated issued by respective client for qualified similar work (Ref. para 5 Criteria of eligibility)**
- b. Copy of EMD of an amount **₹. 2,70,000/-** or **exemption certification**, if any.
- c. Copy of Income Tax Return Acknowledgement for last three consecutive financial years i.e.
  - Financial Years 2022-23 (Assessment Year 2023-24),
  - Financial Years 2021-22 (Assessment Year 2022-23),
  - Financial Years 2020-21 (Assessment Year 2021-22).
- d. Copy of PAN Card
- e. Copy of GST Registration.
- f. Certificate as per Annexure- I to VI.
- g. Average annual financial turn over should be at least 50 % of the estimated cost i.e ₹ 67,43,580.00/- during the immediate last three Consecutive Financial Years i.e (2020-2021, 2021-22, 2022-23).
- h. Copy of PF Registration, ESI Registration or should give an undertaking that the bidder would obtain

it positively within 90 days of the award of the work. If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Jodhpur shall be at liberty to recover losses, if any, from the Performance Guarantee / Security Deposit of the bidder.

**NOTE:**

- The tenderer should also read the CPWD General Conditions of Contract 2023 with up-to-date online receipt of amendments shall be read with NIT is available as Govt. of India Publications; however, provisions included in the tender document shall prevail over the provisions contained in this standard form.
- GST or any other tax on materials as applicable shall be paid by the contractor himself. **The contractor shall quote his rates considering all such taxes.**

**II. Financial Bid –**

**Bidder must submit financial bid in .xls (Excel workbook 97-2003 workbook) only.**

**8. Purpose & Scope of Horticulture and Landscaping: -**

The purpose of Horticultural & Landscaping work is that whole premises (outdoor and indoor) of AIIMS, Jodhpur must look presentable, to make the premises environmental friendly and also to make positive impression over our valued visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition for all the time whether such activities are elaborated hereunder or not. While undertaking this work, the roads and paths are to be formally planted with medium to tall flowering plants. The contractor will develop the parks and lawns at the open space at the office premises in consultation with the Superintendent engineer and then simultaneously maintain all the existing as well as the developed lawns/parks. Contractor will also develop a nursery for seasonal and perennial type of flowers and plants. He will maintain and plant flower pots at inner premises in consultation with Superintendent engineer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance.

**9. Description of Horticulture & Landscaping work to be executed: -**

- a) All plant materials shall be healthy, sound, and vigorous, free from plant diseases insects, pests, or their eggs, and shall have healthy, well-developed root systems. All plants shall be hardy under climate conditions similar to those in the locality of the project. All material must be protected from the Sun and Weather until planted.
- b) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- c) To plant trees, shrubs etc. by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of AIIMS, Jodhpur
- d) To prepare and maintain flower beds, seasonal and perennial both.
- e) To prepare and maintain flowers and decorative plant pots both in indoor and outdoor at designated places to be decided in consultation with the Superintendent Engineer).
- f) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place should be done to give uniform look in all Lawns and gardens.
- g) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- h) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised, equipment's for the same shall be provided by agency.
- i) Any other job which is required to make the Institution from Horticulture point of view beautiful with lush green environment.

- j)** The gardeners should demonstrate own initiative for horticultural up gradation of AIIMS, Jodhpur, and Seasonal plants for the same should be prepared and submitted to the Superintendent Engineer).
- k)** The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers.
- l)** Pruning of overcrowded branches, watering, manuring and weeding along with other.
- m)** Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when required.
- n)** Clean cultivation, regular feeding, pest controlling, soil preparation, trimming, pruning etc. are important maintenance operation and to be followed where and when/as per schedule/advised.
- o)** Drainage should be highly satisfactory especially during monsoon.

## General conditions of contract

- **Site familiarization:** Before quoting, the Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Contractor and shall be at his own responsibility and risk.
- **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and hold the signatory liable for all cost and damages.
- **Signature on Bid(s).** The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below their signatures. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
- **The Contractor while quoting their rates should include minimum wage, Bonus, ESI, PF Contribution etc. The contractor shall bear all expenses regarding wages and allowances (DA), PF, ESI, Uniform and gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations, labor license, compliance of all labor laws including weekly off and working hours of manpower deployed at AIIMS Jodhpur.**
- **Price Variation: -**  
The providing agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by the agency in the Institute.  
Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof. **No escalation in minimum wages will be paid. The contractor has to pay revised rate during the contract period and AIIMS will not bear this escalation. The rates quoted by the contractor is inclusive of all such escalations.**
- **Award of Contract:** - The authority will award the contract to the successful bidder/Contractor whose bid has been determined to be in full conformity to the bid document and the lowest evaluated bid. The Successful agency should ensure that all components of minimum wages (ESI, PF, Bonus etc.) are to be paid to the staff engaged as per the Min. wages Act, 1948. Rate quoted will be inclusive of all salaries as per minimum wages, bonus, ESI, PF, uniform cost etc., Labour Cess & all other taxes & dues payable
- **Validity period of Tender:** The validity period for acceptance of tender shall be 180 days from the last date of receipt of technical bid. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. The contractor should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected/ In case the contractor withdraws, modifies or change his offer during the validity period, bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting



all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above of all the contractual obligation, towards security deposit by way of demand draft/ bank Guarantee in favour of “All India Institute of Medical Sciences, Jodhpur “drawn on any Nationalized Bank/Scheduled Bank and payable at Jodhpur within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

- The Performance security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor’s performance obligations under the contract.
- **Terms of Payment:** No advance payment will be given by the Institute. Payment shall be made on monthly basis and Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at AIIMS, Jodhpur. The scope of work may increase or decrease as per requirement.
- **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on the both parties.
- **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.
- **Applicable Law:** The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

## **Instructions for Contractor:**

1. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.
2. The contractor shall abide by rules and regulations, by laws and statutes etc. imposed by the Government/ semi-Government and other local authorities such as municipality etc., for execution of his job.
3. The contractor shall specifically ensure compliance of various Labour Laws/Acts as applicable on this tender including but not limited to with the following and their re- enactment/amendments/modifications
  - a) The payment of wages Act 1936.
  - b) The Factory Act, 1948.
  - c) The Contract Labour (Regulation) Act, 1970.
  - d) The Payment of Bonus Act, 1965.
  - e) The Payment of Gratuity Act, 1972.
  - f) The Employees State Insurance Act, 1938.
  - g) The Employment of Children Act, 1938.
  - h) The Minimum Wages Act, 1948.
  - i) The Employees Provident Fund Act, 1952.
4. The contractor shall have registration with EPFO and ESIC for safeguard interest of his workers. The contractor shall make deduction on account of EPF & ESIC to labour/staff deployed by him on the work and will furnish detail of each worker with EPF and ESI challan deposited by contractor with R.A, Bills.
5. The work shall be carried out as per CPWD yardstick, CPWD Specification-2009 Vol. I & II, DSR (Hort.) 2020 with up to date correction slip and as per CPWD Horticulture specification.
6. The field staff is to be engaged as per approved yard stick irrespective of BoQ. The yard stick for Reference is as given below: - (As applicable)
  - a) Playground / Public Park @ 1 Mali / 2.00 Acre.
  - b) Flats garden @ 1 Mali/1.35 Acre
  - c) Earthen Potted plants @ 1 Mali/ 250 Nos. (For multi storied)
  - d) Hedge length @ 1 Mali/ 10000 Sqft. (929.04SqM)
7. The Maintenance of Horticulture, landscaping and plantation at AIIMS Jodhpur consist of following area
  - a. Hospital Building, Medical College Building and its surrounding area, Herbal Garden, STP,
  - b. SAC, around New Type V and as per direction of officer-in-charge
8. The contractor will have to engage the minimum labour (as per yard stick of the work) **not below the age of 18 years and not above the age of 60 years.**
9. The staff deployed for horticulture work must have good knowledge about horticulture works operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted plants maintenance etc. and supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.
10. The AIIMS, Jodhpur shall have right to have any person removed in case of student/staff/visitor complaints or as decided by representative of the AIIMS, Jodhpur if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.
11. No Staff should be appointed/replaced without prior discussion with competent authority. Failing this, all such appointment/replacement would be considered null and appropriate action would be taken.
12. **In case of absence from duty by labour (unskilled labour and supervisor), a reliever is to be provided for the same otherwise the amount shall be recovered @ Rs 800 per day/person basis from**

**contractor's bill for unskilled labour and amount of Rs @1000 for supervisor shall be recovered on per day basis.**

13. In case of emergency, all the staff shall have to be present even on odd hours/holidays/Sundays as and when required by the officer in-charge, and nothing extra shall be paid for this.
14. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work. They have to follow all the security norms/guidelines of the concerned Department. A list of workers deployed will have to be provided to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance.
15. All the engaged workers are to be equipped with photo identity card issued by the contractor and contractor will maintain their particulars (i.e., Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.
16. The attendance register shall be maintained by the contractor. Officer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.
17. Adequate number of safety measures including first aid boxes and safety instruments must be provided on the site by the contractor.
18. The AIIMS, Jodhpur shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor. The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.
19. Contractor/ agency shall provide proper uniform and shoes to the workers with half jacket (fluorescent material), which bears the name of agency prominently, Design to be got approved from officer-in-charge, nothing shall be paid to the agency on this account.
20. The contractor or his representative should be available at site on every visit of officer-in-charge as well as visit of senior officers.
21. Any work carried out without the approval of the Officer-in-Charge at the site of work shall not be accounted and will not be paid.
22. The contractor shall take instruction from the officer-in-charge regarding supply and stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
23. The material and plants shall be supplied as and when required basis, as per direction of officer-in-charge within time duration of 3 days and on immediate basis for exceptional condition, failing which **necessary recovery shall be made @ Rs. 500/- per day.**
24. The contractor must get approved samples of plants before supply.
25. Sample of grass may be got approved from the officer-in-charge, in case of regressing/relaying of grass.
26. The rejected and sub-standard material should be recovered from site of work immediately; the Department shall not be responsible for any damage/loss of rejected material. If the same will not be removed within five days after issuing notice in writing by competent authority, **then necessary recovery shall be made @ Rs. 500/- per day.**

27. **If proper maintenance and required cutting will not be done by the contractor, then recovery of the Rs. 60/- per shrubs/hedge, Rs. 250/- per tree, Rs. 200/- for each other foliage/decorative plants and Rs. 100/- per sqm. for lawn shall be made.**
28. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. After the collection of full truck load of the said rubbish/waste/garbage etc., the same shall be disposed off by the contractor to the authorized municipal dhalao/dumping ground, **in case of non-removal/disposal as instructed by Officer-in-Charge, as penalty Rs. 2000/- (Rs. Two Thousand only) per day shall be recovered from the contractor.**
29. **Scope of Maintenance of Garden**  
The contractor will deploy adequate number of Mali and will ensure the maintenance of entire lawn area along with cutting of grass minimum three to four times in a month. Once the 3 to 4 nos. cutting has been done the same shall be measured as single unit on area basis on monthly basis. The Contractor has to deploy the required no. of Mali and ensure the 3 to 4 nos. of cutting of entire area grass in one month. If the Mali required are more than specified minimum no. for three to four cycle of cutting, no extra payment shall be admissible at the end of AIIMS. The contractor is responsible for 3 to 4 nos. grass cut in a month.
30. **Scope of Maintenance of Hedge**  
The contractor will deploy required number of Mali and will ensure the maintenance of entire Hedge/Edge along with its cutting minimum three to four times in a month. Once the three to four cycle of cutting has been done the same shall be measured as single unit on area basis on monthly basis. The Contractor has to deploy the required no. of Mali and ensure the three to four cycle of cutting for entire Hedge/Edge in one month. If the Mali required are more than specified minimum no. for 3 to 4 cycle of cutting, no extra payment shall be admissible at the end of AIIMS. The contractor is responsible for 3 to 4 cycle of Hedge/Edge cutting in a month.
31. **Providing mobile based application service for manpower management system with biometric attendance system and to implement necessary instructions in the application as per direction of Officer-in-Charge. Contractor shall quote their rate inclusive of all such escalations.**
32. In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Institute shall make alternative arrangement to do it and the difference of cost incurred by the Institute thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
33. The regressing/alteration of garden should be got approved from Engineer in charge.
34. The Contractor shall in no case lease/transfer/sublet the services at AIIMS, Jodhpur to any other Contractor.
35. **In case of any unforeseen circumstances, AIIMS, Jodhpur may suspend/terminate the contract without any advance notice for which no damage or compensation would be payable by AIIMS Jodhpur to the Contractor.**
36. The Price Bid shall be unconditional. The conditional tender shall be rejected.
37. Neither the contractor nor AIIMS, Jodhpur shall be liable for any delay, default or failure under this agreement if such delay defaults or failure arose as direct consequences of force majored including strikes; lock out, war & civil unrest.
38. **Description of mandatory machinery, tools & plants to be deployed by the contractor at site in New Condition.**

**38.1 Garden Area – Lawn Mower (minimum 05 nos).**

- a) Cutting width of minimum 20 inch and cutting height 10 to 40 mm adjustable with grass catcher
- b) having minimum engine power 2 HP with adequate length of cable as per requirement at site.

**38.2 Cutting Hedge – Hedge Cutter/Trimmer power operated of adequate stroke (Minimum 05 nos).**

**38.3 Corded electric/petrol or diesel portable weed and grass wacker trimmer/edger 10 to 14 inch (Minimum 05 nos).**

**38.4 Portable sprinkler system covering irrigation area of radius up to 15 ft. (Minimum 20 nos. or more as per the requirement at site and direction of officer-in-charge)**

38.5 Electric Motor Pump–2HP and above, knapsack sprayer for spraying of chemicals, Tree Cutter, Hort. Equipment such as Phawrahs, Khurpis, Panjas, Tagari, Secateurs, Ladder, PVC flexible Pipe, Garden Pipe, hessian cloth, broom and electric cables of adequate length & other equipment for doing maintenance work etc.

38.6 All the Tools and plants, related spare parts, its repairing, fuel, electric motor/pump, Electric wire of adequate length etc. or to replace any machinery with new one, shall be arranged by contractor at his own cost nothing extra shall be paid for these by AIIMS.

**Note: - Above machinery (In new condition) shall be deployed by the contractor at site, failing which a necessary recovery shall be made @ Rs. 1000/- per day on each required machinery as above head 38 (38.1 to 38.6)**

Irrigation water will be provided by the Client Department: - Agencies has to make further arrangement for transporting water through pipe, pumps etc. at accessible locations nothing will be paid on this account.

39. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor's staff deputed at AIIMS- Jodhpur site are bound to follow all such restrictions and adjust the program for execution accordingly, nothing extra shall be paid.
40. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
41. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.

**Executive Engineer (Civil)  
AIIMS, Jodhpur**

**PROFORMA OF SCHEDULES**  
**(Refer standard clauses of contract of CPWD)**

**NAME OF WORK:**

Providing comprehensive maintenance of horticulture and landscaping work for hospital building, medical college building, herbal garden and garden around new Type V & SAC at AIIMS Jodhpur for One Year

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)

**SCHEDULE 'E'**

Reference to general condition of contract: GCC 2023 with up to date online receipt of amendments shall be read with NIT

- |                           |                           |
|---------------------------|---------------------------|
| a) Estimated cost of work | : ₹. 1,34,87,155/-        |
| b) Earnest money          | : ₹. 2,70,000/-           |
| c) Time allowed           | : One Year (12 Months)    |
| d) Performance Guarantee  | : 5.0% of tendered value  |
| e) Security Deposit       | : 2.50% of tendered value |

**SCHEDULE 'F'**

**General Rules & Directions:** GCC 2023, CPWD Manual etc. with up-to-date online receipt of amendments shall be read with NIT

**Officer inviting tender**

**Executive Engineer (Civil), AIIMS Jodhpur**

**Definitions:**

- |  |   |
|--|---|
| i. Officer-in-Charge                     | Executive Engineer (Civil), AIIMS Jodhpur |
| ii. Accepting Authority                  | Executive Director, AIIMS Jodhpur         |
| iii. Standard Schedule of Rates          | DSR- (Hort. 2020, Market Rates)           |
| iv. Standard CPWD contract Form GCC-2023 | Modified & Corrected up to date           |

**Clause 1**

- |   |           |
|---|-----------|
| i. Time allowed for submission of Performance Guarantee from the date of issue of letter of Acceptance                                  | 07        |
| ii. Maximum allowable extension with late fee days@0.1% per day of performance guarantee Amount beyond the period (provided in I) above | 03        |
| iii. Duration of work:  | 12 Months |

**Authority to Decide:**

- |                       |  |
|-----------------------|--|
| I. Extension of time: | Executive Director, AIIMS Jodhpur (Beyond stipulated Date of Completion) |
|-----------------------|--|

**Clause 11**

Specification to be followed for execution of work

CPWD Specifications for Works with up to date correction slips till last date of submission of tender and as detailed in nomenclature of item.

**Clause 12**

Type of work

Horticulture Maintenance works, approved on DSR (HORT.) 2020 and market rate

**Deviation limit beyond which deviation / variation clauses shall apply for work – 50 %****Clause 16**

Competent authority for deciding reduced rates

SE, AIIMS

**Clause 18**

List of mandatory machinery tools &amp; plants to be deployed by the contractor

**As mentioned above Sl. No. 38 (38.1 to 38.6)****Clause 25****Constitution of Dispute Redressal Committee (DRC):**

DRC shall constitute One Chairman and Two Member

**Clause 36/1****Requirement of technical representative (Supervisor) and recovery rate**

S. N	Minimum Qualification of technical representative for supervision (Supervisor)	Discipline	Designation (Principal technical/Technical Representative)	Minimum Experience	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36/1 per month
<b>(a) Horticulture Work</b>						
1	Graduate or Diploma	Any field	Supervisor	3 years in Horticulture works	1	Rs.10,000 Per month per Person

**Executive Engineer (Civil)**  
**AIIMS, Jodhpur**

## Note-

1. BOQ rates are firm and the bidder has to quote only service charges separate for Part- A & Part- B in percentage only.

2. L1 will be decided on composite basis i.e. on basis of total of Part- A & Part- B in the BOQ

**3. The above rates are exclusive of GST except Part 1.3 (Plants, Trees & Gap filling). GST as applicable shall be paid/ reimbursed on production of GST invoice along with the subsequent monthly running bills.**

4. Minimum wages for "Class-B" city as per Ministry of Labour & Employment, Govt. of India Order No. 1/5(3)/2023-LS-II, Date: 26-September-2023. Wages w.e.f. 26-September-2023 have been incorporated.

**5. As per Office Memorandum No. F.6/1/2023-PPD of Ministry of Finance, Department of Expenditure dated 06-January-2023, the minimum service charges in the procurement of manpower outsourcing service (Part-B) will not be less than 3%. Any offer received with quoting the service on labour component less than 3 % will be treated as unresponsive and will be summarily rejected.**

**6.No escalation in minimum wages will be paid. The contractor has to pay revised rate during the contract period of one years and AIIMS will not bear this escalation. The rates quoted by the contractor is inclusive of all such escalations.**

**7. Amount towards the labour component is inclusive of all component of salaries as Per Minimum Wages, ESI & EPF cost, Bonus, EDLI, ADMN. Charges. GST as applicable shall be paid/reimbursed to the contractor on production of GST invoice along with the subsequent monthly running bills.**

8. The agency should file ECR against ESI & EPF for the individual workers engaged in AIIMS Jodhpur & submit the certified copy for the same with wage sheet & attendance sheet etc. with RA Bills.

**9. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.**

10. Require Contractual Labour Act Registration if applicable.

11. The Service provider shall be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund, and Employees State insurance etc. in respect of the manpower Deployed.

12. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.

13. The firm, who will fail to comply any of the above said condition, their bid will summarily be rejected.



**ANNEXURE - I**

**DETAILS OF BIDDER**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No: -  Mobile No:  Email id:-	
PAN No. (Enclose the attested copy of PAN Card).	
GST No. (enclose the attested copy of Service Tax Certificate)	
Whether the firm has enclosed the copy of Earnest Money Deposit / exemption certificate, if any.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Any other information, if necessary.	

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

## ANNEXURE - II

### DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH ENDING November- 2023

S.No.	Name of Work/ project	Location	Owner or sponsoring organization	Cost ofwork inlakh	Date of common cement as per contract	Stipulated date of completion	Actualdate of completion	Litigation/arbitration pending/ in progress with details	Remarks
1	2	3	4	5	6	7	8	9	10

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

**Note: Completion Certificate from Client department must to be attached in addition to the above.**

Date:

Name:

Place:

Business Address:

Signature of Bidder :

Seal of the Bidder:

### **ANNEXURE – III**

**(To be submitted on Letter Head of the client department issuing work completion)**

<b>WORK COMPLETION CERTIFICATE</b>		
1.	Name of Work	
2.	Agreement no. / Work order no.	
3.	Date of issue of work order	
4.	Name of the client	
5.	Stipulated date of commencement of work as per agreement	
6.	Tendered value of work	
7.	Completion cost of work	
8.	Stipulated date of completion of work as per agreement	
9.	Actual date of completion of work	
Certified that the work has been completed satisfactory within the stipulated date of completion. There are no defects apparent and M/s _____ has completed all the works as per agreement.		

***Signature of Authorized officer (with designation)***

**Note:**

- The above completion certificate shall be issued on the letter head of concern client department.
- If the certificate from the client department not available on letter head, then it must have signature and seal of the client department

**ANNEXURE - IV**

**FINANCIAL INFORMATION**

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

<b>S. No</b>	<b>Descriptions</b>	<b>2020-21</b>	<b>2021- 22</b>	<b>2022-23</b>

Gross Annual Turn Over.

Signature of Bidder(s) with seal/stamp

**Signature of Chartered Accountant with Seal**

**ANNEXURE – V**  
**UNDERTAKING CERTIFICATE**

**(To be submitted on Letter Head of the Company/Firm)**

I/We hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that my / our firm/consumer will execute the work as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I/We also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date if, it is found that any detail/s provided are false and incorrect, any contract given to my/our firm or participation may be summarily terminated at any stage, my/our firm/company will be blacklisted and Institute may have imposed any action as per NIT rules.

Date:

Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

**ANNEXURE – VI**  
**TENDER ACCEPTANCE FORM**  
**(On letter head of company /firm)**

To,  
The Executive Director,  
All India Institute of Medical Sciences,  
Jodhpur (Raj.)

Ref.: Your NIT No.: AIIMS-JDH/EE (Civil)/2023-24/11 Dated: 14-12-2023

I / We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for acceptance for a period of 75 (Seventy-five Days) as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the institute in addition to forfeiture of the Performance Security / or any other action against us.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

Name: \_\_\_\_\_  
Business Address \_\_\_\_\_  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_

## Check List

S. No.	Information for bidder	Remarks	Refer page no. of submitted bid
1.	Notice Inviting Tender <b>(read and accepted)</b>	Yes / No	
2.	Whether three similar works each of value not less than 40% of the estimated cost put to the tender <b>OR</b> two similar works each of value not less than 60% of the estimated cost put to Tender <b>OR</b> One similar works each of value not less than 80% of the estimated cost put to Tender <b>(details attached)</b>	Yes / No	
3.	Turnover certificate of amount equal to 100% of tender value during the immediate last three consecutive financial years ending 31 <sup>st</sup> March, 2023. <b>(Filled and attached)</b>	Yes / No	
5.	Acceptance of Tender Condition <b>(Filled and attached)</b>	Yes / No	
6.	General Conditions of Contract <b>(Read and accepted)</b>	Yes / No	
7.	Performa of Schedules <b>(Read and accepted)</b>	Yes / No	
8.	Schedule of quantity <b>(Read and accepted)</b>		
9.	Copy of Income Tax Return Acknowledgement for last Three consecutive financial years <b>(attached)</b>	Yes / No	
10.	Copy of PAN Card <b>(attached)</b>	Yes / No	
11.	Copy of GST Registration <b>(attached)</b>	Yes / No	
12.	Annexure- I (Details of Bidder/s) <b>(Filled and attached)</b>	Yes / No	
13.	Annexure- II (Details of All Works of Similar Class) <b>(Filled and attached)</b>	Yes / No	
14.	Annexure- III (Completion Certificate) <b>(Attached)</b>	Yes / No	
15.	Annexure- IV (Financial Information) <b>(Filled and attached)</b>	Yes / No	
16.	Annexure-V (Undertaking Certificate) <b>(Filled and attached)</b>	Yes / No	
18.	Annexure-VII (Tender Acceptance Certificate) <b>(Filled and attached)</b>	Yes / No	
19.	Check list <b>(Filled and attached)</b>	Yes / No	

Date:  
Place:  
Address:  
Signature of Bidder:

Name:  
Business

# **PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor... (Name of contractor) (hereinafter called “the contractor”) has submitted his Tender dated ..... (date) for the construction of ..... (Name of work) (Hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that we ..... (Name of bank) having our registered office at ..... (Hereinafter called “the Bank”) are bound unto ..... (Name and division of Executive Engineer (Civil)) (hereinafter called “the Engineer-in-Charge”) in the sum of Rs. .... (Rs. In words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of .....20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
  - OR
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 180 days from last date of receipt of tender



## FORM OF PERFORMANCE GUARANTEE (In case of BANK GUARANTEE)

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "the AIIMS- Jodhpur ") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said Contractor(s)") for the work \_\_\_\_\_ (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the AIIMS- Jodhpur an amount not exceeding Rs. \_\_\_\_\_ only) on demand by Government.

- a) We \_\_\_\_\_ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the AIIMS- Jodhpur stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). 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)
- b) We the said bank undertake to pay to the AIIMS- Jodhpur any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
- c) The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
- d) We \_\_\_\_\_ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the AIIMS- Jodhpur 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, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
- e) We \_\_\_\_\_ further agree with the AIIMS- Jodhpur that the (Indicate the name of Bank) AIIMS- Jodhpur shall have the fullest liberty without our consent, and without affecting 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 contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS- Jodhpur against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the AIIMS- Jodhpur or any indulgence by the AIIMS- Jodhpur 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.
- f) The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
- g) We lastly undertake not to revoke this (Indicate the name of Bank) \_\_\_\_\_ Guarantee except with the previous consent of the AIIMS- Jodhpur in writing.
- h) This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by Government.

Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the \_\_\_\_\_ Day of \_\_\_\_\_ (Indicate the name of Bank)

