

Notice Inviting e-Tender for

NAME OF WORK: -“Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur.”

ESTIMATED COST: Rs.20, 54,520 .00

EARNEST MONEY: Rs. 42,000.00

CONTRACT PERIOD: 365 Days



अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road,

Raipur-492 099 (CG)

www.aiimsraipur.edu.in

“Certified that, this tender document contains 38 (Thirty Eight) pages only”.

**Executive Engineer (Civil)
Project Cell, AIIMS, Raipur.**

Government of India, Ministry of Health & Family Welfare
Project Cell, AIIMS, Raipur (C.G.).

Name of work: “Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur.”

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR NOTICE INVITING e-Tender

(a)	Name of Work	“Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur ”.
(b)	NIT No.	05/EE/AIIMS/RPR/2019-20
(c)	Contract Period	365 Days
(d)	Estimated Cost	Rs.20,54,520 .00 (Rupees Twenty Lakh Fifty four Thousand Five Hundred Twenty) Only
(e)	Earnest Money Deposit(EMD)	Rs.42,000.00 (Rupees Forty Two Thousand)Only <u>(to be submitted in the form of DD/FDR/BG in favour of AIIMS, Raipur in the office of Project Cell, AIIMS, Raipur before the last date of opening of technical Bid.)</u>
(f)	Performance Guarantee	5% of Tendered value.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be	AIIMS web site www.aiimsraipur.edu.in and CPPP site https://eprocure.gov.in/eprocure/app (for reference only)
(j)	Last Date &Time of Submission	By 09-10-2019 at 12:00 Hours through online.
(k)	Date & Time for opening of Technical Bid	On 10-10-2019 at 12:30 Hours.

1. The indenting Bidder must read the Terms & conditions carefully. He/ She should only submit bid if consider himself/herself eligible and bidder in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. **It is mandatory to submit EMD Rs. 42,000.00**
4. The Bid documents consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsraipur.edu.in Or <https://eprocure.gov.in/eprocure/app>.

Executive Engineer (Civil)
AIIMS, Raipur

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (Civil), AIIMS, Raipur on behalf of Director, AIIMS, Raipur invites online **Percentage Rate bids in two bid system** (Technical cum Eligibility & Financial) from eligible and experienced contractors of appropriate list of CPWD , M.E.S., BSNL, Railway and Chhattisgarh State P.W.D. (B&R) for the following work(s):-

SL. No.	Description	Details
(a)	NIT No.	05/EE/AIIMS/RPR/2019-20
(b)	Name of Work:	"Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur ."
(c)	Estimated Cost	Rs.20,54,520 .00 (Rupees Twenty Lakh Fifty Four Thousand Five Hundred Twenty) Only
(d)	Earnest Money	Rs.42,000.00 (Rupees Forty Two Thousand)Only
(e)	Period of Completion	365 Days
(f)	Last date and time of online submission of tender	By 09-10-2019 at 12:00 Hours through online.
(g)	Time and date of online opening of Technical Bid	On 10-10-2019 at 12:30 Hours.
(j)	Period during which hard copy of EMD (in Original), to be submitted to Project Cell office by the Bidder.	To be submitted during Office hours before the last date of opening of technical Bids.

- The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
- Intending bidders shall have to register at CPPP portal to participate in the tendering process. For details kindly visit website <http://eprocure.gov.in/eprocure/app> or In case the bidder requires any elucidation regarding the tender documents, may contact to the office of Project Cell, AIIMS Raipur before the opening of tender date.
- For e-tendering of this tender, downloaded from AIIMS Raipur website and Central Public Procurement Portal (CPPP) e-Procurement website.
- The intending bidders must have valid class-III digital signature to submit the bid. **Manual bid shall not be accepted in any circumstance.** The complete bidding process is online bidding; Bidder should have valid digital Signature Certificate (DSC) for online submission of bids.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
- Eligibility Criteria.** – Work related to supply of workers having experience more than one year in horticulture field and engaged in any Govt. institutions like hospital etc.
- The bid can be submitted only after uploading the mandatory scanned documents up to 100 dpi Copies of eligibility documents and EMD as specified on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
- Bidders must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO). After

- submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 10. Financial bids shall be opened online only for bidders for whom EMD and other uploaded documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can log in and see the bid opening process. After opening of bid he/she will receive the competitor bid sheets.
 11. If the bidder is found ineligible after opening of bid, bid shall become invalid.
 12. The Bidders shall have to submit original instrument for EMD **before the last date of opening of Technical Bid** to the office of Tender Opening Authority.
 13. The Eligible bid shall be opened first on due date and time as mentioned above. Opening of financial bids of contractors qualifying the eligibility shall be opened at a later date.
 14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
 15. **Performance Guarantee:** The successful contractor will be required to furnish a Performance guarantee of **5% (Five Percent)** of Tendered Value after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Raipur" which shall be kept valid for a period of Six (06) months beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited 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 released after successful completion of work under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
 16. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
 17. The Tender paper/documents can be seen/ downloaded from Official website & submitted through Online or Site.
 18. The competent authority on behalf of the Director, AIIMS, Raipur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
 19. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
 20. The Competent Authority, The **Engineer-In-Charge**, reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
 21. The contractor shall not be permitted to bid for works in the AIIMS, Raipur responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any

- gazette officer in the AIIMS, Raipur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
22. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
23. The bid for the works shall remain **open for acceptance for a period of 75 days from the date of opening of bids.**
24. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, GCC, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- 25. Method of application / Signing of Contract**
- a) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
 - b) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
 - c) If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
 - d) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

List of Mandatory Documents to be filled in by the bidders in various forms to be scanned and uploaded within the period of bid submission

(Page 08 to 16):

1	Demand draft/Pay order or Banker's Cheque /Fixed Deposit Receipt of a Scheduled Bank/ Bank Guarantee of any Scheduled Bank against EMD in favour of AIIMS Raipur.
2	Letter of transmittal (Annexure-A)
3	Enlistment Order of the Contractor
4	Experience Certificate Format (Annexure-B). Experience Certificate will be accepted only in prescribed format.
5	Registration with EPFO and ESIC
6	Vendor Details as per (Annexure-C)
7	Structure & Organization (Annexure-D)
8	Affidavit for "No back to back execution of work" (Annexure-E)
9	GST Registration Certificate of the State in which the work is to be taken up.
10	Declaration by Bidder (Annexure-F)
11	Integrity Pact (Annexure-G)
13	Consent Letter(Annexure-H)

LETTER OF TRANSMITTAL

From:

To

The Executive Engineer

.....

Subject: *Submission of bids for the work of*

Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we authorize Engineer-In-Charge or his representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible works:

Name of work	Certificate from

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures:

Signature(s) of Bidder(s).
Date of submission: Seal of bidder

Experience Certificate

1. Name of work/ project & location
2. Agreement no.
3. (a) Estimated cost
(b) Actual Cost
4. Tendered cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion

Dated:

Executive Engineer or Equivalent

(NOTE- All the experience certificates will be accepted in the above format only)

FORM FOR DETAILED INFORMATION BY BIDDER (Vendor Details)

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
4.	Legal status of the bidder (attach copies of original document defining the legal	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4	Valid Email ID of the Bidder	
5.	Complete Postal Address of the bidder	

(Authorized Signature of the Bidder with Seal)

STRUCTURE & ORGANISATION

1. (a) Name
(b) Address of the bidder
2. (a) Telephone no.
(b) Telex no.
(c) Fax no.
(d) E-mail
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation

4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organization/Place of registration**Registration No.**

- 1.
- 2.
- 3.
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Has the bidder, or any constituent partner in case of partnership firm / Limited Company / Joint Venture, ever been convicted by the court of law? If so, give details.
8. Any other information considered necessary but not included above.

Signature of Bidder(s)

AFFIDAVIT

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, Raipur in future forever. Also, if such a violation comes to the notice of department before the date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of earnest money deposit/ performance guarantee. (Scanned copy of this affidavit to be uploaded at the time of submission of bid).

NOTE 1: Affidavit to be furnished on a Non-Judicial stamp paper worth Rs. 100/- to be made under the witness of a Public Notary.

NOTE 2: "A work is said to have been executed on "back to back "basis when the entire work or substantial part of the work forming the basis for evaluation of the eligibility of the bidder is got executed by the bidder through another contractor either by direct nomination or by call of tender".

.....

Signed by an Authorized Officer of the firm
with stamp

Witness:

Signature of Public Notary

Annexure-F

DECLARATION

It is to certify that:

- 1) I/We agree with the terms and conditions of it and understood that it will form part of the agreement.
- 2) I hereby certify that none of my Relative(s) are employed in AIIMS Raipur, Chhattisgarh. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.
- 3) I/We undertake and confirm that eligible Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Raipur before date of start of work, the Engineer-In-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
- 4) I / We have signed (with stamp) all the pages of the tender document before submitting the same.
- 5) All the information and documents given/ uploaded for bids are true.
- 6) I / We have submitted the EMD.
- 7) I / We have provided our e-Mail id for any communication in this regard.
- 8) I have read carefully & understood the important instructions to the all bidders.

Date.....

E-Mail: _____

Contractor

(Sign with Seal)

Annexure-G

INTEGRITY PACT

To,

Sub: NIT No. **05/EE/AIIMS/RPR/2019-20 for the work of “Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur.”**

Dear Sir,

It is here by declared that AIIMS is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting e-Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Raipur.

Yours faithfully,

Executive Engineer
Project Cell, AIIMS Raipur

To,

The Executive Engineer,

Project Cell, AIIMS Raipur

Sub: Submission of Tender for the work **“Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur.”**

Dear Sir,

I / We acknowledge that AIIMS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting e-Tender is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Raipur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, AIIMS Raipur shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

CONSENT LETTER

I/We hereby give my/ our consent to work as contractor till the completion of work and I/we will be responsible for supply of skilled persons as per satisfaction of Engineer-In-Charge.

I/We will produce computerized measurement book regularly during execution on time as per the directions of Engineer-in Charge or his authorized representatives under clause 6A of General Conditions of Contract. In case I/We not produce computerized measurement book, then AIIMS Raipur will measure the work and prepare the computerized measurement book and recovery shall be made under clause 36(i) of General Conditions of Contract which will be bound to me.

I/we will also engage suitable supervisor for the work as per condition of work. I further certify that the above particulars pertaining to me are correct. The payment to workers will be paid every month with EPF/ESIC amount and all the payments will be incurred only through online/off line in the workers' bank accounts and should be submitted the proof of payment to the Engineer-In-Charge or his representative only. If the guideline for payment will not be adopted then performance guaranty will be forfeited and work will be terminated immediately.

Signature of contractor

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of AIIMS Raipur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on this..... day of.....2018

BETWEEN

AIIMS Raipur through Executive Engineer, ,
(Name of Division)

AIIMS, , (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through (hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the e-Tender NIT No.**05/EE/AIIMS/RPR/2019-20** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur**" hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s) / Contractor (s)

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- b) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- c) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose

names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

- 1) If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above
- or
- in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers
- to
- disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor
- from
- future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD / Performance Guarantee / Security Deposit:**
- If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have

accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

3) **Criminal Liability:**

If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS Raipur.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal / Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) **If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.**
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/ Owner)

(For and on behalf of Bidder/ Contractor)

WITNESSES:

- 1. (Signature, name and address)
- 2. (Signature, name and address)

Place:-

Dated:

अखिलभारतीयआयुर्विज्ञानसंस्थान,रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road,

Raipur-492 099 (CG)

www.aiimsraipur.edu.in

Percentage Rate Tender/Item Rate Tender& Contract for Works

e-Tender for the work of: "Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur."

e- T E N D E R

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the AIIMS Raipur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **Seventy-Five (75) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of **Rs.42, 000.00/-** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible work(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 tendering in AIIMS Raipur in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of Earnest Money Deposited / Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated #.....

Signature of Contractor#

Postal Address#

Witness : #

e-Mail id#

Address: #

Occupation : #

To be filled in by the contractor/witness as applicable

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Raipur for a sum of ₹. _____ * _____

(Rupees _____ * _____)

The letters referred to below shall form part of this contract Agreement:-

a) _____ *

b) _____

c) _____

For & on behalf of the AIIMS Raipur.

Signature.....

Dated *

Designation.....

GENERAL PARTICULAR & ADDITIONAL CONDITIONS OF CONTRACT**A. GENERAL CONDITIONS**

1. **Name of Work:** "Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur."
2. For all items of **civil**; CPWD specifications with up to date correction slips up to receipt of tender shall be followed. For the items which are not covered under CPWD specifications; B.I.S. specifications shall apply. In this regard the decision of Engineer-in-charge shall be final.
3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
4. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
5. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
6. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
8. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/hostels and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx. 4.5 cubic meters), the same shall be disposed off by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, the same would be disposed at risk & cost of contractor.
9. 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.
10. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
11. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
12. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
13. All T&P, scaffoldings, ladders/Hydra etc, instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
14. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the department. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.
15. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
16. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt.

of India/AIIMS Rules. GST amount will be reimbursed only after submission of GST deposition proof.

17. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
18. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
19. The contractor and /or his authorized agent should see the site order book every day and get the compliance of instruction given by the **JE/AE/Engineer-in-charge**(E-I/C) as per time schedule.
20. The contractor will not pitch up tents for labourers, materials and his stores etc.
21. No permanently / temporary huts / structures shall be constructed by the contractor at the site of work or at any government land / premises. Such structures, if any, found at the site or at AIIMS, Raipur land shall be demolished and removed at the cost of the agency without any notice.
22. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his workman during the execution of the work shall be made good by the contractor at his own cost.
23. The contractor shall clear the site properly after the completion of the work.
24. Breach of Terms and Conditions: Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or in Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Raipur in that event the EMD shall also stands forfeited.
25. Termination of Contract: AIIMS, Raipur would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Raipur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Raipur's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Raipur shall have the right to engage any other tenderer to carry out the task.
26. 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 Raipur. The decision of the Arbitrator shall be final and binding on the both parties.
27. Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this agreements 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 Director, AIIMS, RAIPUR whose decision shall be final and binding on both the parties. 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.
28. Guidelines issued by Hon'ble National Green Tribunal in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha Vs Union of India & ors : Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.

29. The contractor shall be responsible to arrange at his **own cost** all necessary functional **equipments & machinery** required for execution of maintenance/construction work otherwise recovery will be made as per schedule

SI No	Name of equipment/ Tools	Unit	Recovery Rate per Annum
1	Khurpi	Each	1500
2	Gardening Scissors	Each	7500
3	Hoe/Spade	Each	3750
4	Axe	Each	600
5	Pick Axe	Each	1500
6	Water Cane	Each	4500
7	Flexible Pipe of required dia standard quality	As required	15,000
8	Mechanical Grass Cutter	Each	30,000
9	Machine operated Lawn Mover	Each	15,000

30. The **Operating cost** of Machinery i.e. Petrol / Kerosene Oil /Mobil Oil etc, and proper repair and maintenance of Lawn Mowers and Pumps will also be **borne by the contractor**.
31. The labour has to be paid **on or before 10th of every month**, irrespective of the fact that the Department may not be able to make the payment to the contractor. Payments should be paid on labours' bank account and payment slips should be submitted in the office of Executive Engineer while submitting bills.
32. The staff/Labour has to be courteous and maintain good behavior at site. Any person found discourteous or misbehave shall have to be replaced with in 48 hrs. Decision of the Engineer-in-charge shall be final and binding on the contractor.
33. In case of any casualty of shrubs, trees or any other plant has been found during maintenance the contractor has to replace the trees/shrubs other plants of the same height and specification by another at his own cost and nothing extra shall be paid for the same in this regard otherwise recovery of per shrubs, tree plant, and for other foliage /decorative plants shall be made from the contractor. The decision of the Engineer-in-charge shall be final and binding in this regard.
34. In case, if it is observed that the maintenance is not proper and of the required standard, no payment shall be made of the specific area for the period over which the maintenance has been found to be neglected. The decision of the Engineer-in-charge shall be final and binding in this regard.
35. **Only biometric attendance will be accepted for attendance. If any worker is absent from duty then substitute worker will be deployed by the agency anyhow.**

B. GENERAL CONDITIONS FOR SUPPLY OF MATERIAL

- The material shall be as per CPWD specifications with up to date correction slip and BIS Specifications wherever mentioned and as per List of approved makes (enclosed).
- In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedent over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
- The sample of all the items shall have to be got approved by the Contractor from the Engineer-in-Charge/Executive Engineer or his Representative before the supply commences, the approval of sample shall be only in respect of workmanship and finish, and shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions. This decision is the Prerogative of Engineer-in-Charge.
- The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the

requirements of the relevant specifications.

5. The Engineer-in-Charge shall be at liberty to test respective sample (s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the department.
All other expenditure required to be incurred for making available the sample, conveyance and packing etc, shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.
6. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go down rent as decided by Engineer-in-Charge shall be charged by the department.
7. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding upon the contractor.
8. Conditional tenders are liable to be summarily rejected.
9. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letter heads etc.
10. The rate Quoted for any item of material shall conform to the prescribed specifications.
11. The quantities are approximate and are liable to change up to any extent on either side. The Engineer-in-Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall supply the additional quantity on the rates quoted in the tender documents irrespective of deviation limit mentioned elsewhere in the agreement. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derive from the execution of supply in full as mentioned in tender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered. It is not necessary to use all items in the BOQ/Schedule during contract Period. The use shall be based on the requirement at Site. Contractor cannot claim Payment against Storage of items to maintain the deadline of completion of work as per Tender.
12. The maker of material shall be same as that of actually installed/fixed at site. But, in case of non-availability or due to any reason, Engineer-in-Charge can take decision to install equivalent/new items available in the BOQ/Schedule. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.
13. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material.

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalized Bank or Scheduled Bank)

To
Executive Engineer,
AIIMS RAIPUR,
TATIBANDH,
RAIPUR – 492099

Dear Sir,

In consideration of the AIIMS RAIPUR, having offered to except the terms and conditions of the proposed agreement between..... &M/S _____ (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of _____ Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

- 1 We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
- 2 We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
- 3 The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
- 4 This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
- 5 The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having

Executive Engineer (Civil)

(Signature of Bidder with Seal)

been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.

- 6 The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
- 7 This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of_____.
- 8 This guarantee is valid till _____(date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)
- 9 This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
- 10 It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
- 11 We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
- 12 We_____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
- 13 Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____ (Rupees_____) and this guarantee shall remain in force till_____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated_____ day of_____ 20

For and on behalf of Bank.

Issued under seal

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (here in after called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (here in after called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (here in after called "the Bank") are bound unto (Name and division of Executive Engineer) (here in after 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, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates 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
WITNESS

SIGNATURE OF THE BANK
SEAL
(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 90 days for single bid works and 120 days for two bid works from last date of receipt of tender.



PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) : **Enclosed**



SCHEDULE 'B'

Schedule of materials to be issued to the contractor: -

SR. NO.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
			NIL	

SCHEDULE 'C'

Tools and plants to be hired to the contractor: -

Sr. No.	Description	Hire charges per day	Place of issue
1	2	3	4
		NIL	

SCHEDULE 'D'

Extra schedule for specific requirements / : As attached in tender form for the work, if Any.
document for the work, if any

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract 2014 Corrected as per CON Circular up to last date of submission of bid.

NAME OF WORK: : **Maintenance of Gardens, Lawns, plants, potted plants, trees and all Horticulture related works at AIIMS Raipur.**

Estimated cost of work (Elect.)	:	₹20,54,520.00/-
(i) Earnest Money	:	₹42,000.00/-
(ii) Performance Guarantee	:	5% of Tendered Value
(iii) Security Deposit	:	2.5% of Tendered Value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

Officer inviting tender : **Executive Engineer (Civil), AIIMS Raipur on behalf of Director AIIMS Raipur.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See below

DEFINITIONS: -

2(viii) Accepting Authority	:	Executive Engineer, AIIMS Raipur (C.G.)
2(v) Engineer -in- Charge (EIC)	:	Executive Engineer, AIIMS Raipur (C.G.)
2(x) Percentage on cost of materials and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	Delhi Schedule of Rates 2018(Civil) & Horticulture Delhi Schedule of Rates 2016 with cost index 119 (for Raipur), up to the last date of bid submission & Market Rate.
2(xii) Department	:	Project Cell, AIIMS Raipur
9(ii) Standard CPWD Contract Form	:	All uploaded documents

Clause 1

(1) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	:	07 Days
(2) Maximum allowable extension with late fee at 0.1% / day of PG amount beyond the period provided in (i) above.	:	07 Days

Clause 2

Authority for fixing compensation under Clause- 2 : **Superintending Engineer/ Director, AIIMS Raipur**

Clause 2A

Whether Clause 2A shall be applicable : **No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **14 Days**

Authority to decide:

- (i) Extension of time : Superintending Engineer/Executive Engineer, AIIMS Raipur
- (ii) Rescheduling of mile-stones : Superintending Engineer/ Director, AIIMS Raipur

Clause 6, 6A

Clause applicable - (6 or 6A) : **6A**

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. : **In respect of operation & Maintenance contract the payment will be released on a quarterly basis**

Clause 7A

Whether Clause 7 A shall be applicable : **Yes**

Clause10A : Not Applicable

Clause 10B

Whether Clause 10 B (i) shall be applicable : **Not Applicable**

Whether Clause 10 B (ii) shall be applicable : **Not Applicable**

Clause 10C

Component of labour expressed as per-cent of value of work : **25%**

Clause 10CA : **-NA-**

Clause 10CC : - NA -

Clause 11

Specifications to be followed for execution of work : CPWD Specifications-2009 Vol. I & II, horticulture specifications with up to date correction slips.

Clause 12

Type of Work : Maintenance works

12.2 & 12.3:

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply. : As per CPWD Works manual-2019

12.5:

- (i) Deviation Limit beyond which Clause - 12.2 & 12.3 shall apply for Foundation Work (Except Earth Work). : As per CPWD Works manual-2019
- (ii) Deviation Limit for items in earth work subhead of DSR or related items. : As per CPWD Works manual-2019

Clause 16

Competent Authority for deciding reduced rates. : Superintending Engineer/ Director, AIIMS Raipur

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site :

Sl No	Name of equipment/ Tools	Unit	Minimum Qty
1	Khurpi	Each	15
2	Gardening Scissors	Each	15
3	Hoe/Spade	Each	15
4	Axe	Each	06
5	Pick Axe	Each	06
6	Water Cane	Each	06
7	Flexible Pipe of required dia standard quality	As required	Min 1000 mtr
8	Mechanical Grass Cutter	Each	01
9	Machine operated Lawn Mover	Each	01

Clause 25

Constitution of Dispute Redressal Committee (DRC): AIIMS, Raipur.

Clause 36 (i) : Applicable

Requirement of Technical Representative(s) and Recovery Rate

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1	Graduate	Horticulture	Principal Technical Representative	1 - years	ONE	Rs. 15,000/- PM	Rupees Fifteen Thousand Per Month each
OR	Supervisor	Horticulture	(Principal Technical Representative)	2-years	ONE	Rs.15000/- PM.	Rupees Fifteen Thousand Per Month each

Clause 42 : Not Applicable

PARTICULAR SPECIFICATIONS
&
SPECIAL CONDITIONS

Wherever any reference to any Indian Standard Specifications of BIS or other International standards of ASTM / BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

- 1.2 The contractor shall work according to the programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a programme of the work within 15 days from the stipulated date of start of the work based on computer software.
- 1.3 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.4 If as per Municipal or prevailing rules of the secured campuses owned by AIIMS Institutions etc, the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.
- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings appearing in conditions of contract, (if any) in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction/instructions including issue of identity cards to all persons authorized by him to do work /visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned, if department agree for this.
- 1.9 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge

and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge. The contractor shall be responsible for any damage due to hindrance caused by him.

2.0 TESTING OF MATERIALS.

The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing unless specified otherwise. In all cases cost of samples and to & fro carriage shall be borne by the contractor.

Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfy the provisions if IS codes relevant to the material and/or the work done.

Sub-standard Material/Work : In case any material/work is found substandard the same shall be rejected by the Engineer-in-Charge and the same shall be removed from the site of work within 48 hour, failing which the same shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor without giving any further notice and time.

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME**PART – I**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no.
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:

	EE's letter no. and date	Extension granted	
		Months	Days
(a) 1st extension			
(b) 2nd extension			
(c) 3rd extension			
(d) 4th extension			
(e) Total extension previously given.....			

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Serial no	Nature of hindrance	Date of occurrence	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlapping period if any, with reference to item.	Net extension applied for	Remarks, if any
a	b	c	d	e	f	g	h

Total period on account of hindrances mentioned above..... Months Days

12. Extension of time required for extra work.

13. Details of extra work and the amount involved:

a. Total value of extra work

b. Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Sub Divisional Officer

Signature of contractor

Dated:.....