



आरोग्यम् सुख सम्पदा

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR

OFFICE OF
THE EXECUTIVE ENGINEER
PROJECT CELL AIIMS, RAIPUR

NOTICE INVITING e-TENDER

N.I.T. NO. 29/EE/AIIMS/RPR/2020-21 (2nd call)

NAME OF WORK: Annual maintenance Contract for Horticulture works at AIIMS Raipur.

ESTIMATED COST: Rs. 45, 70,297.00

EARNEST MONEY: Rs. 91,500.00

CONTRACT PERIOD: 365 Days

Type of work: Maintenance

e-sign by Manoj Rastogi
Executive Engineer (Civil)
AIIMS, Raipur

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Name of Work: Annual maintenance Contract for Horticulture works at AIIMS Raipur.

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: **<https://eprocure.gov.in/eprocure/app>**.

REGISTRATION:

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 7) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 9) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 11) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 12) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.
- 3) For any further assistance, please contact to the office of Executive Engineer, AIIMS Raipur.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPURNOTICE INVITING e-TENDER

(a)	Name of Work	Annual maintenance Contract for Horticulture works at AIIMS Raipur .
(b)	Tender No.	29/EE/AIIMS/RPR/2020-21(2nd call)
(c)	Contract Period	365 days
(d)	Estimated Cost	Rs.45,70,297.00
(e)	Earnest Money Deposit (Mandatory to submit EMD for participating in bid.)	Rs. 91500.00 (to be submitted in the form an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India in favour of AIIMS, Raipur in the office of Project Cell, AIIMS, Raipur before the last date of opening of Bid .)
(f)	Performance Guarantee	5% of Tendered value.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents may be seen on	AIIMS web site www.aiimsraipur.edu.in and CPPP site https://eprocure.gov.in/eprocure/app
(i)	Date & Time for Pre bid and location	17-07-2020 at 03.00PM AIIMS Hospital Complex Raipur
(j)	Last Date & Time of Submission	On 31-07-2020 at 11:30 Hours.
(k)	Date & Time of opening of Technical Bid	On 04-08-2020 at 11:30 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. 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>.

e-sign by Manoj Rastogi
Executive Engineer(C), AIIMS Raipur

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (Civil), AIIMS, Raipur on behalf of Director, AIIMS, Raipur invites online Rate Contract **in three bid system** from **contractors having experience in Horticulture Category of Govt. / Semi Government / Autonomous institution etc.** for the following work(s):-

Sl. No.	Description	Details
(a)	NIT No.	29/EE/AIIMS/RPR/2020-21
(b)	Name of Work:	Annual maintenance Contract for Horticulture works at AIIMS Raipur .
(c)	Estimated Cost	Rs. 45,70,297.00
(d)	(Mandatory to submit EMD for participating in bid.)	Rs. 91,500.00 (EMD original to be submitted during Office hours before opening of Bid.)
(e)	Period of Completion	365 days
(f)	Date & Time for Prebid and location	17-07-2020 at 03.00PM AIIMS Hospital Complex Raipur
(g)	Last Date & Time of Submission of bid	On 31-07-2020 at 11:30 Hours.
(h)	Date & Time of opening of Technical Bid	On 04-08-2020 at 11:30 Hours.

1. The intending bidder must read the terms and conditions of Tender document carefully. Bidder may submit bid having all required documents.
2. 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.
3. For e-tendering of this tender, downloaded from AIIMS Raipur website and Central Public Procurement Portal (CPPP) e-Procurement website.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. If the bidder is found ineligible after opening of technical cum eligibility, bid shall become invalid.
11. **The Bidders shall have to submit original instrument for EMD (EMD released of any work will not be accepted again if earlier submitted in any case) before the last date of opening of TECHNICAL Cum Eligibility Bid to the office of Tender Opening Authority. The bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Bid security will be refunded to the successful bidder on receipt of a performance security. Bid securities of the unsuccessful bidders should be returned at the earliest after L1 decided by Committee of AIIMS Raipur.**
12. The Technical cum Eligibility 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.
13. 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.
14. **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 **an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India** 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.
15. **Sources and Verification of Bank Guarantees**

Bank Guarantee for Bid Security (EMD) or Performance Guarantee (Security Deposit) should be irrevocable and operative Bank Guarantee (BG) as per format enclosed in the Bid Document and should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). In case of foreign bidders or in case of GTE, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee must be issued through any of the Scheduled Commercial Bank. In case BG is issued directly by a bank outside India, it should be executed on letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India. The Issuing Bank should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Bank guarantees submitted by the tenderers/ contractors as EMD/ performance securities need to be immediately verified from the issuing bank **before acceptance**. There may not be any need to get the Bank Guarantee vetted from legal/ finance authority if it is in the specified format. Guidelines for verification of BGs submitted by the bidders/ contractors against EMD/ performance security/ advance payments and for various other purposes are as follows:

- i) BG shall be as per the prescribed formats;
- ii) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- iii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs). The confirmation from the issuing branch of the bank is obtained in writing though registered post/ speed post/ courier. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG; Pending receipt of confirmation as above, confirmation can also be obtained with the help of responsible officer at the field office, which is close to the issuing branch of the bank, who should personally obtain the confirmation from issuing branch of the bank and forward the confirmation report to the concerned procurement entity.

- 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. The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.
23. 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.
24. **Eligibility of Bidder**
 - (a) **All eligible bidders meeting the eligibility can participate in the tender. The applicant should be a private or government-owned legal entity;**
 - (b) **For package size exceeding certain values [say - Rs. 10 (ten) Crore], Joint Ventures may be allowed. Maximum number of partners in Joint Ventures shall be limited (say - three). In case of Joint Ventures, all the partners shall be jointly and severally liable for the successful completion of the work;**
 - (c) **A firm that has been engaged by Ministry/ Department to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, Subsidiary, Joint Ventures partner), shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier consultancy services) for the same project;**
 - (d) **A firm determined non-performing by the Procuring Entity shall not be eligible to bid during the period so determined;**
 - (e) **The bidder must not have in his employment:**
 - a) **The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons involved in decision making in the procurement.**
 - b) **Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments.**
 - (f) **Goods and services Tax (GST)**

- (i) **GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.**
- (ii) **If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents.**

“If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by AIIMS, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by AIIMS or GST department in this regard.

25. Signing of bid document :

- a)** If the bidder is an individual, the bid shall be signed by him above his full type written name and current address.
- b)** If the bidder is a proprietary firm, the bid 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 bid 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 bid 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.

26. In the bid documents the word / sentence shall be read as under :-

- (i) President of India – Director, AIIMS, Raipur or vice versa**
- (ii) The terms Director General includes CPM/ADG region/ SDG PR Special Director General / Additional Director General and CPM/ Chief Engineer of the Zone - The terms Director General includes Director/Superintending Engineer/Executive Engineer, AIIMS, Raipur.**
- (iii) CPWD – AIIMS, Raipur or vice versa.**

27. Any dispute or difference arising out of this contract or in connection therewith which cannot be amicably settled between the parties shall be finally settled under the rules of council of Arbitration of India by one or more arbitrator appointed in accordance with the said rules. The arbitration shall take place at Raipur (Chhattisgarh) and the resulting award shall be final and binding upon the parties and shall be in lieu of any other remedy.

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

1	EMD in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India in the name of the "All India Institute of Medical Sciences, Raipur"
2	Experience in Horticulture Category of Govt. / Semi Government / Autonomous institution etc. (With Documentary proof)
3	Letter of transmittal (Annexure-A)
4	Vendor Details as per (Annexure-B)
5	Structure & Organization (Annexure-C)
6	Declaration by Bidder (Annexure-D)
7	Acknowledgement & Acceptance Letter (Annexure-F)
8	Consent Letter(Annexure-G)
9	GST Registration Certificate
10	Registration Certificate of EPFO & ESIC

e-sign by Manoj Rastogi
Executive Engineer (Civil)
AIIMS, Raipur

(Annexure-A)

LETTER OF TRANSMITTAL

From:

To

The Executive Engineer,

Project Cell, AIIMS, Raipur (C.G.)

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 G 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.

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:

Date of submission:

Signature(s) of Bidder(s)
Seal of bidder

Annexure-B**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 status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
5.	GST Registration Certificate No	
6.	Valid Email ID of the Bidder	
7.	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 if any (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.

Signature of Bidder(s)

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) uploaded documents of the tender 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-E

INTEGRITY PACT

To,

Sub: NIT No. **29/EE/AIIMS/RPR/2020-21 for the work of “Annual maintenance Contract for Horticulture 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 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 tenderer / 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,

e-sign by Manoj Rastogi
Executive Engineer (Civil)
AIIMS, Raipur

(Annexure-F)

ACKNOWLEDGEMENT & ACCEPTANCE LETTER

To,

The Executive Engineer,

Project Cell, AIIMS Raipur

Sub: Submission of Tender for the work **“Annual maintenance Contract for Horticulture 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 tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Duly authorized signatory of the Bidder)

(Annexure-G)**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 execution of work only by skilled persons in the field of **related work** as per satisfaction of Engineer-In-Charge.

I/We will produce computerized measurement sheets of work before covering hidden work / job and other exposed works in time as per **clause 6** otherwise measurement will be recorded by the representative of Engineer-In-Charge which will be bound to me and I/We am/are agree to made recovery of amount as per **clause 32** of GCC for each running and final bill for not producing measurement and bill. Final measurement with bill will be produced by me/us within one month after completion date otherwise representative of Engineer-In-Charge will prepare the same which will be acceptable and bound to me/us and no any claim in this regard will be made by me/us.

I/We will provide all invoices and related test certificates of materials as required by E-In-C. All Analysis of rates for Extra, Substitute, Deviation items etc. will be produced by me/us in consultation with representative of Engineer-In- Charge on time for getting approval from Competent Authority of AIIMS before execution of work or otherwise the same will be prepared by the department and will be bound to me/us.

I/We will maintain all the registers etc. as mentioned in General Condition of Contract for workers and employees. The registers will be presented to Engineer In-charge or his authorized representative for verification from time to time.

I/we will also engage suitable and skill Engineer(s) for the work as per condition of work.

I further certify that the above particulars pertaining to me are correct.

I/We will produce all uploaded documents in original for physical verification before issue of Letter of Acceptance or / and as demanded by Engineer-In Charge before the payment.

I/We will submit “No Claim Certificate” in the approved format in company letter head after receiving final bill payment.

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. 2019

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.29/EE/AIIMS/RPR/2020-21**) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “**Annual maintenance Contract for Horticulture 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)

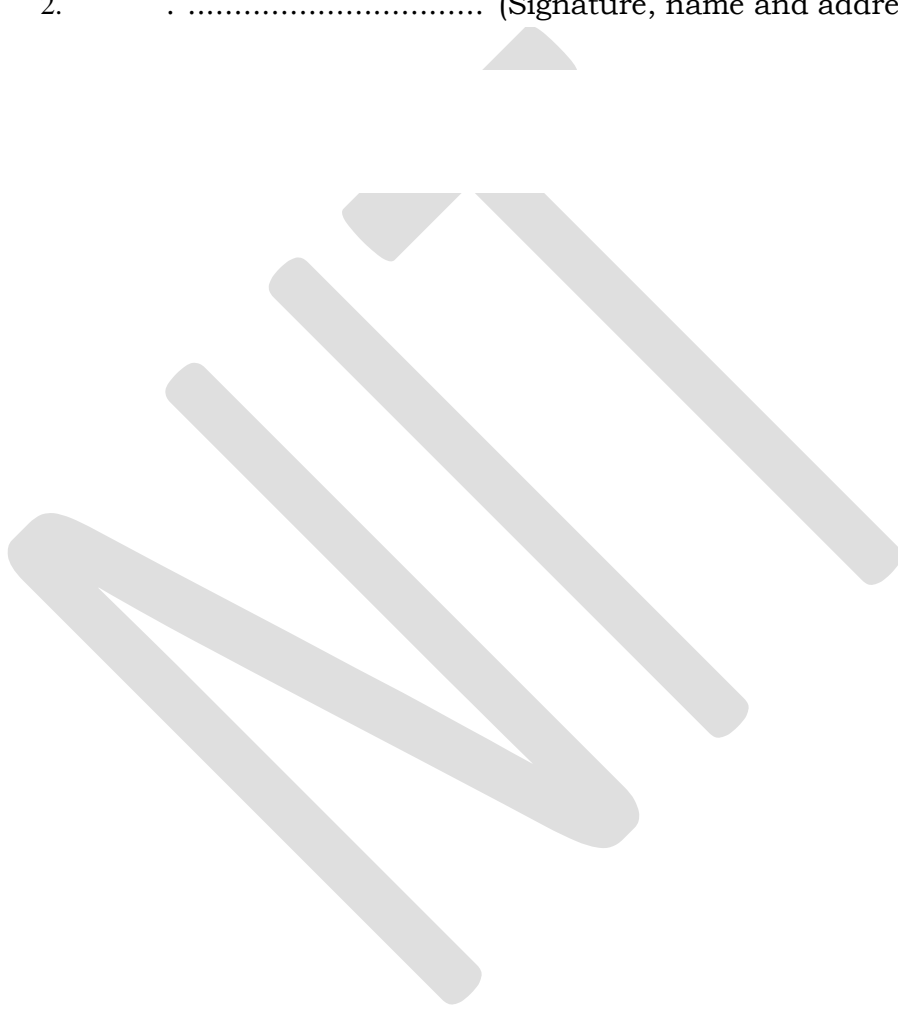
(For and on behalf of Bidder/ Contractor)

WITNESSES:

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

Place:-

Dated:



ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR
Rate Contract for Works

Tender for the work of: **“Annual maintenance Contract for Horticulture 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 **Ninety (90) 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. 91,500.00** 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 similar 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 there from 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 : #
Address: #
Occupation: #

e-Mail id#

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.....

CONDITIONS FOR HORTICULTURE WORK

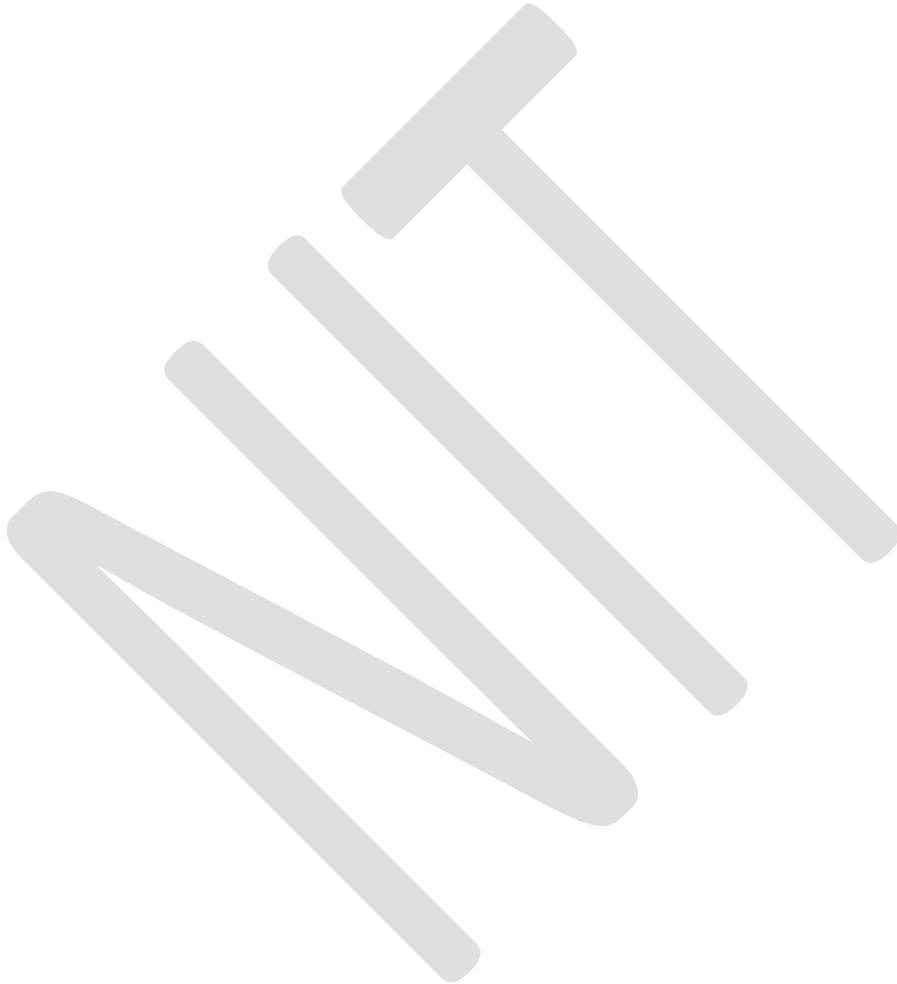
1. The work shall be carried out CPWD Specification- 2019 Vol. I & II and horticulture specification 2018 with up to date correction slips.
2. The contractor shall take instruction from the Engineer-in-charge / authorized person of E-I-C regarding supply and stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
3. 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 dumping ground, in case of non-removal/disposal in the specified period, as penalty Rs. 2000/- (Rs. Two Thousand only) per day shall be recovered from the contractor.
4. Contractor/ agency shall provide proper uniform to the workers with half jacket (fluorescent material), which bears the name of AIIMS RAIPUR (Horticulture) prominently; Design to be got approved from Engineer-in-charge, nothing shall be paid to the agency on this account.
5. The contractor or his supervisor will regularly meet with the site Engineer-in- charge or his authorized representative for taking the direction.
6. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have replace the trees/shrubs/other plants of the same height and specification at his own risk and cost and nothing extra shall be paid for the same, in this regard recovery of the Rs. 60/- per shrubs, Rs. 250/- per tree, Rs. 200/- for each other foliage/decorative plants and Rs. 100/- per Sqm. for lawns shall be made. The decision of the E-I-C shall be final and binding in this regard.
7. The rejected and substandard material should be removed from the 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 E-I-C, then necessary recovery shall be made @ Rs. 500 /- per day.
8. 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.
9. The contractor shall maintain the attendance of staff/labour deployed at site through bio-metric system or authentic proof of attendance/ or manual duly verified by authorized representative of E-I-C; nothing shall be paid to the agency on this account.
10. 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 at Project Cell office every month.

11. The material shall be supplied as and when required basis, as per direction of Engineer-in-charge. The cost of material like medicine, fertilizer, cow dung manure, anti termite etc. is within the rate of contract and nothing extra shall be paid .
12. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, hessian cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.
13. The Department shall not be responsible for any injury, or death of any worker at site due to accident during functioning of the equipment or by negligence of the contractor/agency.
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 Ministries/Department. A list of workers deployed will have to provide to the Engineer-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 cards 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 Engineer-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. Engineer-in- charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.
17. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra shall be payable to the contractor on this account.
18. The contractor will have to engage the minimum labour 20 Nos not below the age of 18 years.
19. In case of absence from duty by labour, amount shall be recovered @ double of current minimum wages from the contractor's bill.
20. The contractor or his representative should be available at site on every visit, of Engineer-in-charge as well as visit of senior officers.
21. Sample of grass may be got approved from the Engineer -in-charge, in case of regrassing / relaying of grass.
22. In order to ensure the suitability of good earth supplied for Horticulture purpose, lab test will be required for every 300 cum of good earth supplied.

23. Contractor will have to give payment on minimum wages, fixed by State Government/ Government of India (whichever is higher) as per direction of Engineer -in-charge, which are revised time to time through Bank or ECS or online transfer to the Bank account of deployed staff. Any increase in the labour wages by Govt. of state /Govt. of India subsequently may be retrospective effect, shall be binding to the contractor and labour shall be paid at the increased rates w.e.f. the date mentioned in the notification.
24. The contractor shall follow provision of contract labour (Abolition and regulation) ACT 1970 & minimum wages ACT.
25. The contractor is bound to distribute the salary / wages to his worker by **7th Day** of each month, positively, by ECS or online transfer to the Bank account of deployed staff, as feasible.
26. The following documents should be the part of bill submitted by the agency and Engineer-in-Charge/ authorized representative of Engineer-in-Charge should verify these documents before making payment: -
 1. Details of employees with date of their engagement.
 2. Document of payment made to the employees directly in their bank accounts.
 3. Document of attendance through Biometric Attendance System/other mode.
 4. Document of deposition of ESI & EPF deductions in the employee's accounts. If any bill submitted for payment before deposition of ESI/EPF deductions, then document of deposition of ESI/EPF deduction for the previous month.
 5. Any penalty imposed on the agency for delay in disbursing payment & deposition of ESI/EPF deductions in the employee's accounts.
 6. Any other documents required to ensure the disbursing minimum wages on or before time and ESI/EPF deduction deposited in their account timely.
27. Copy of Identity card / Gate pass of the staff deployed by him on the work.
28. GST as are applicable.
29. In case of any variation in GST or other Tax liability to contractor need to manage / bear in future himself.
30. During the maintenance the plants, hedges, trees, shrubs etc. supplied by AIIMS will be planted and maintained by the agency free of cost by preparation of digging holes , furrows, kiary etc.
31. The preparation of compost manure in the AIIMS campus is in the scope of the work of agency and nothing extra shall be paid for this.
32. The water for irrigation will be available by AIIMS at different fixed locations. The agency has to make their arrangements like piping , drip irrigation etc. at his own cost.
33. The electricity for utilizing tools of horticulture will be given free of cost by AIIMS.
34. The maintenance work will be extended beyond 365days up to further three years as per mutual consent of agency and AIIMS Raipur.

35. The outside plants/trees etc. in between front boundary wall & main road will be properly maintained by the agency and the cost is included in the rate contract.
36. The bidder is strictly advised to visit the site with Junior Engineer Er. Amarnath Chandra or as deputed by Engineer-In-Charge before pre-bid or submission of the bid for determining scope of work and working locations.



SAMPLE FORMAT FOR ISSUING WORKERS IDENTITY CARD

<p>NOTE: -</p> <ol style="list-style-type: none"> 1. This Contractor is valid only for specified working place / place of duty. 2. This Contractor is fully responsible for any misuse of this card beyond duty hours / days. 3. The contractor bears responsibility for the character card holder worker. 	<p style="text-align: right;">SL. NO.....</p> <p style="text-align: center;">WORKER IDENTITY CARD</p> <p>Telephone No. / Mobile: -</p> <p>Registration No: -</p> <p>VALID UPTO: -</p>
<p>Name of worker: -</p> <p>Present Address: -</p> <p>Permanent Address: -</p> <p>Identification Mark: -</p> <p>Place of Duty: -</p>	<p>Signature of Worker: -</p> <p>Signature of Contractor: -</p>

NORMS FOR HORTICULTURE MAINTENANCE FOR OPEN SPACES/PARKS

No.	Item of work	Nos./Qty./Frequency Required
1	Irrigation	Daily
2	(i) Manuring	Once in a year or as required as per site condition
	(ii) Fertilization	in winter in summer and rainy season-As per requirement
3	Lawn Mowing	
	Summer	Fortnightly or as required as per site condition
	Winter	Monthly or as required as per site condition
	Rains	Weekly or as required as per site condition
4	Plant Protection	Need Based
5	Pruning & Trg. of Trees/Shrubs Creepers etc.	Yearly/Need base with the permission of Forest department
6	Cultivation & Weeding	As and when required
7	Seasonal Flowers	
	Winter	Wherever feasible
	Summer	Wherever feasible
	Rains	Wherever feasible
8	Top dressing with soil & /or manure	Yearly or as required as per site condition
9	Repair & replacement of plants,leveling etc.	As and when required
10	Hedges Cutting	
	Summer	Fortnightly or as required as per site condition
	Rains	Fortnightly or as required as per site condition
	Winter	Monthly or as required as per site condition
11	Annual Tree plantation.	As required (in monsoon) or as required as per site condition

FORM OF EARNEST MONEY DEPOSIT

(Bank Guarantee Bond)

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) (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 thisday 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 his 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 him 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.

DATESIGNATURE OF THE BANK

WITNESS

SEAL (SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

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 anyway affected or suspended by reason of any dispute or disputes having
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 upto 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 anyway 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 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			
(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:.....

**FORM OF APPLICATION OF THE CONTRACTOR FOR SEEKING RESCHEDULING OF
THE MILESTONES**

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. Rescheduling of milestones done previously

Milestone No. Already Rescheduled	EE's Letter No. and Date	Rescheduling Of Milestones Done	
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			

Rescheduling of milestone applied for

Milestone No. For Which Rescheduling is Applied	Original/ Rescheduled Date	Details And Period of Hindrances	Comments of Executive Engineer	Proposed Rescheduled Date of
(A) 1st Milestone				
(B) 2nd Milestone				

Submitted to the Sub Divisional Officer

Signature of Contractor

Dated

NO CLAIM CERTIFICATE

(On company letterhead)

To,

The Executive Engineer,

Project Cell, AIIMS, Raipur

Name of Work-

Agreement No. -

Sub: No claim declaration / certificate

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the above stated work under the above mentioned contract agreement, between us and AIIMS, Raipur. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor

or Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:

Place:

PROFORMA OF SCHEDULES (Horticulture)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) : **(Attached in e-procurement site)**

SCHEDULE 'D'

Extra schedule for specific requirements/
document for the work, if any. : **Nil**

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract (MAINTENANCE WORKS 2019) modified and amendment up to the last date of submission of tender.

Name of work : **“Annual maintenance Contract for Horticulture works at AIIMS Raipur.”**

Estimated cost of work : **Rs. 45, 70,297.00**
(Horticulture and Landscaping)]

(i) Earnest money : **Rs. 91,500.00** (to be returned after receiving performance guarantee)

(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(v) Engineer-in-Charge : **Executive Engineer, AIIMS Raipur (C.G)**

2(viii) Accepting Authority : **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 : **As per Schedule of Rates, Analysis of Rates and Specifications (Horticulture & Landscaping)-2018 (up to date of submission of NIT) & Market Rates**

2(xii) Department : **Project Cell, AIIMS Raipur.**
9(ii) Standard CPWD contract Form : **GCC 2019 & CPWD Form 7/ 8 as modified & corrected up to last date of receipt of Bid/tender.**

CLAUSE 1

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour Licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying Thereof from the date of issue of letter of acceptance : **07 Days**

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period Provided in (i) above : **07 Days**

CLAUSE 2

Authority for fixing compensation under clause 2 : Superintending Engineer / Director, AIIMS

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**

Time allowed for execution of work – **365 days.**

Authority to decide:

- (i) Extension of time : Executive Engineer, AIIMS Raipur (C.G.)
- (ii) Rescheduling of mile stones : Superintending Engineer/Director, AIIMS Raipur
- (iii) Shifting of date of start in case of delay in handing over of site : Superintending Engineer/Director, AIIMS Raipur

PROFORMA OF SCHEDULES CLAUSE 5

Schedule of handing over of site

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue of letter of Intent.
Part A	Portion without any hindrance	All works	14 days
Part B	Portions with encumbrances	NA	NA
Part C	Portions dependent on work of other agencies	NA	NA

Applicable clause 5/ Clause 5A : **5A (Not Applicable)**

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.

The payment will be made on monthly basis.

CLAUSE 7 A

Whether clause 7A shall be applicable : **YES**

CLAUSE 10A

: **As required by Engineer-In-Charge**

CLAUSE 10B (II)

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

CLAUSE 10C

Component of labour expressed as percent of value of work : **70%**

CLAUSE 10CA

: **Not Applicable**

Authority to issue base price of materials

S.N.	Materials Covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 10 CA*
1			
2		NIL	
3			
4			

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

CLAUSE 10CC

: **Not Applicable**

CLAUSE 11

Specifications to be followed for execution of work : **Schedule of Rates, Analysis of Rates and Specifications (Horticulture & Landscaping) - 2018**

CLAUSE 12

Type of Work : **Maintenance Work**

12.2&12.3

Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for building work : As per CPWD Works Manual-2019

12.5

- (i) Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for foundation work
(except items mentioned in earth work subhead
in DSR and related items) : As per CPWD Works Manual-2019
- (ii) Deviation Limit for items mentioned in earth
work subhead of DSR and 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 : As required by Engineer -in- Charge

CLAUSE 19 C..... Engineer- in charge (Executive Engineer)

CLAUSE 19 D..... Engineer- in charge (Executive Engineer)

CLAUSE 19 G Engineer- in charge (Executive Engineer)

CLAUSE 19 K Engineer- in charge (Executive Engineer)

CLAUSE 25

Constitution of Dispute Redressal Committee (DRC) : [AIIMS, Raipur](#)

CLAUSE 32

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	B.Sc in Agriculture	Agriculture	Project Manager Cum planning/ site/ quality/ Billing Engineer	2 - years	ONE	Rs. 15,000/- PM	Rupees Fifteen Thousand Per Month each

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

CLAUSE 38 : **Not Applicable**

SCHEDULE OF QUANTITY & SCOPE OF WORK

Name of Work:- **Annual maintenance Contract for Horticulture works at AIIMS Raipur**

Sl. No.	Description of Items	Quantity		Unit
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliage, creepers etc. including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by Engineer-in-charge	35310.00	Approx	Sqm
2	Complete maintenance of the trees (Outside garden features) jobs like making of basin at regular interval including watering, weeding, pruning and application of the fertilizers etc. (including the cost of materials) and as per direction of the Engineer-in-charge.			
(i)	Trees for 250 nos. (upto 4 & 3 year slow & fast growing group).	1000.00	Approx	Nos.
3	Complete maintenance of shrubs (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (including the cost of material) and as per direction of Engineer-in charge.	2000.00	Approx	Sqm
4	Cutting of Hedge/Edge removing of cut material, cleaning, hoeing of hedge/edge bed watering manure and applying insecticides and fungicides etc. (excluding the cost of material which shall be supplied by the department) and as per direction of officer-in-charge.	2000.00	Approx	Sqm

5	Cutting of Designer Hedge/Edge removing of cut material, cleaning, hoeing of hedge/edge bed watering manure and applying insecticides and fungicides etc. (excluding the cost of material which shall be supplied by the department) and as per direction of officer-in-charge.	1000.00	Approx	Sqm
6	Removal of garden waste by TATA 407 or equivalent including load/unloading and carriage up to Municipal dumping ground as per direction of Engineer-in-charge.	As per requirement		Trip
7	Maintenance of potted plants Earthen pots / plastic pots/cement pots / brass (metallic) pots in displayed at multi storied office buildings, flats and ground floor bungalow, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required as per direction of Engineer in charge.	2500	Approx	Nos

