

Tender
for
Comprehensive Horticulture and Landscaping
work for Hospital Building and Medical College
Building
at
All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	: 05th August 2022
NIT No.	: Admn/Tender/03-2/2022-AIIMS.JDH
Pre-Bid Meeting	: 08th August 2022 at 03:00 PM
Last Date of Submission	: 17th August 2022 at 03:00 PM
Bid opening	: 18th August 2022 at 03:00 PM



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan

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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for tenders for Comprehensive Horticulture and Landscaping work for Hospital Building and Medical College Building at AIIMS, Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Instructions:

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

5. Submission of Tender:

The tender shall be submitted online in two parts, viz., technical bid, annexures duly filled and financial bid. All the pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading.

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

Terms & Conditions:

- 1. Eligibility Criteria:** The prospective bidders should have the following eligibility criteria and should submit the documents as mentioned below.
 - The average annual turnover of the firm shall be minimum Rs. 1,00,00,000/- (Rupees One Crore) during the last three years ending on 31st March 2021.
 - The Bidder shall have experience of having successfully completed works during the last 7 years ending on 31st July 2022 of providing Horticulture/ Landscaping services to Central or State Government department/ Central or State Autonomous Institutions/ Central or State Universities/ Central or State Public Sector undertakings and should have successfully completed similar work of magnitude as per below mentioned criteria:
 - One similar completed work costing not less than Rs. 80,00,000/-.
 - Or,
 - Two similar completed works each costing not less than Rs. 60,00,000/-.
 - Or,
 - Three similar completed works costing not less than Rs. 40,00,000/-.
 - The firm should not have been blacklisted/ debarred by Government of India/ RBI/any PSU/ any of the Central / State Government department during the last five years. Undertaking on letter-head to be submitted along with technical bid.

2. Technical Documents to be submitted: -

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i. Experience / Work completion Certificate.
- ii. Copy of PAN, GST registration certificate.
- iii. Tender Acceptance Letter
- iv. Copy of Employees Provident Fund Organization under EPFO and Miscellaneous Provisions Act, 1952, Power of attorney for signing the bid and contract.
- v. Bidders should submit valid ISO 9001-2015 and ISO 14001-2015 Certifications duly attested (True copies)
- vi. Name of the Firm / Company.
- vii. Full postal address with telephone Number.
- viii. Name, Address and Telephone numbers of the Directors / proprietors and Chief Executive of the firm / company.
- ix. Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work. If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Jodhpur shall be at liberty to recover losses, if any, from the Security Deposit of the bidder.
- x. Certificates provided for the works detailed & the bidder shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.

3. Financial Bid –

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

4. Purpose & Scope of Horticulture and Landscaping: -

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

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

- a) All plant materials shall be healthy, sound, and vigorous, free from plant diseases insects, pests, or their eggs, and shall have healthy, well-developed root systems. Replacement of dead or decayed plants by new ones whenever necessary at free of cost and maintaining ever fresh look garden landscape and keeping them in good condition till the entire maintenance period. All plants shall be hardy under climate conditions similar to those in the locality of the project. All material must be protected from the Sun and Weather until planted.
- b) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- c) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of AIIMS, Jodhpur
- d) To prepare and maintain flower beds, seasonal and perennial both.

- e) To prepare and maintain flowers and decorative plant pots both in indoor and outdoor at designated places to be decided in consultation with the Deputy Director (Admin).
- f) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place should be done to give uniform look in all Lawns and gardens.
- g) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- h) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised, any material will not be supplied by AIIMS, Jodhpur.
- i) Any other job which is required to make the Institution from Horticulture point of view beautiful with lush green environment.
- j) The gardeners should demonstrate own initiative for horticultural up gradation of AIIMS, Jodhpur, and Seasonal plants for the same should be prepared and submitted to the Deputy Director (Admin).
- k) The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers.
- l) Pruning of overcrowded branches, watering, manuring and weeding along with other.
- m) Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when required.
- n) Clean cultivation, regular feeding, pest controlling, soil preparation, trimming, pruning etc. are important maintenance operation and to be followed where and when/as per schedule/advised.
- o) Drainage should be highly satisfactory especially during monsoon.

6. Site familiarization: Before quoting, the Contractor in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Contractor and shall be at his own responsibility and risk.

7. Authority of person signing document: - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

8. Signature on Bid(s). The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below their signatures. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

9. Correction in Bid(s): - All changes / alteration / corrections in the bid shall be signed with date in full by the person or persons signing the bid. No erasing and / or overwriting are allowed.

10. Period of Contract: - The initial period of contract shall be for 1 year which may be further extendable upto 2 years one year at a time, depending on performance of the Agency and at discretion of Director, AIIMS, JODHPUR.

11. The Contractor while quoting their rates should also include minimum wage, ESI, PF Contribution etc. The contractor shall bear all expenses regarding wages and allowances (DA), PF, ESI, Bonus and gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours.

12. Price Variation: -

The providing agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by the agency in the Institute.

Rates quoted by the firm will include all statutory obligations of the contractor under Minimum Wages Act. Minimum wages for all purposes of tendering and execution thereof shall be rates as notified by Chief Labour commissioner (Central). Revision of rates will be acceptable against submission of order/notification from time to time. Only Minimum wages for number of persons deployed will be revised as and when Minimum wages revision is notified by Chief Labour commissioner (Central). Apart from this no other escalation on any component is payable whatsoever.” This clause shall be operational for decrease in quoted/awarded amount on same analogy as above in case there is decrease in Labour rates.

13. Validity: The quoted rates must be valid for a period for **180** days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. The contractor should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected/ In case the contractor withdraws, modifies or change his offer during the validity period, bid is liable to be rejected. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

14. Award of Contract: - The authority will award the contract to the successful bidder/Contractor whose bid has been determined to be in full conformity to the bid document and the lowest evaluated bid. The Successful agency should ensure that all components of minimum wages (ESI, PF, Bonus etc.) are to be paid to the staff engaged as per the Min. Wages Act, 1948. Rate quoted will be inclusive of all salaries as per minimum wages, bonus, ESI, PF, uniform cost etc., Labour Cess & all other taxes & dues payable **excluding the Goods and Service Tax (GST) & educational cess.**

15. Signing the Contract: - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above.

16. Performance Security: As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 3% of Annual contract value including GST and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, towards security deposit by way of demand draft/ bank Guarantee in favour of “All India Institute of Medical Sciences, Jodhpur “drawn on any Nationalized Bank/Scheduled Bank and payable at Jodhpur within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

17. Security deposit equal to 5% of the respective running bills will be deducted from each running account bill of the contractor. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

18. Terms of Payment: No advance payment will be given by the Institute. Payment shall be made on monthly basis only after submission of proof of payment, EPF, ESI challan etc. along with the monthly bill with respect to all employees deployed by the contractor at AIIMS, Jodhpur. The scope of work may increase or decrease as per requirement.

19. Penalty: In case of any loss that might be caused to the institute due to lapse on the part of the personnel deployed by the agency, discharging their responsibilities, such loss shall be compensated by the contracting agency and in the this connection Rs.5,000 (Rupees Five thousand only) can be deduct from the bill by the institute.

20. 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, Jodhpur.

21. Termination of Contract: AIIMS, Jodhpur 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, Jodhpur 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, Jodhpur's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Jodhpur shall have the right to engage any other tenderer to carry out the task.

22. Arbitration: The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on the both parties.

23. Dispute Settlement: - It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.

24. Applicable Law: The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

25. Instructions for Contractor: - 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. The contractor shall specifically ensure compliance of various Labour Laws/Acts

including but not limited to with the following and their re-enactment/amendments/modifications.

- i. The payment of wages Act 1936.
- ii. The Employees Provident Fund Act, 1952.
- iii. The Factory Act, 1948.
- iv. The Contract Labour (Regulation) Act, 1970.
- v. The Payment of Bonus Act, 1965.
- vi. The Payment of Gratuity Act, 1972.
- vii. The Employees State Insurance Act, 1938.
- viii. The Employment of Children Act, 1938.
- ix. The Minimum Wages Act, 1948.

26. The personnel deployed shall be healthy, active and not more than 45 years of age. The Contractor shall not employ men and women below the age of 18 years on the work.

27. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the students/staff/visitors, especially with female students/staff/visitors and should project an image of utmost discipline. The AIIMS, Jodhpur shall have right to have any person removed in case of student/staff/visitor complaints or as decided by representative of the AIIMS, Jodhpur if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.

28. The contractor should maintain all the records and documents under various labour laws applicable to contract labours /personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the institute at all times, Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, etc.

29. Smoking and drinking within the entire area of the Institute is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

30. No other person except the Contractor's staff shall be allowed to enter the premises and the contractor will not entertain outsiders or extend any service to them within the premises.

31. Neither the contractor nor AIIMS, Jodhpur shall be liable for any delay, default or failure under this agreement if such delay defaults or failure arose as direct consequences of force majored including strikes; lock out, war & civil unrest etc.

32. The AIIMS, Jodhpur shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the Institute. The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

33. The AIIMS, Jodhpur will provide Water, Electricity free of cost to carry out the work of Horticulture and Landscaping.

- 34.** In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Institute shall make alternative arrangement to do it and the difference of cost incurred by the Institute thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- 35.** The Contractor shall take care of the safety of their tools & tackles at our site & institute shall not be responsible for any loss.
- 36.** The Contractor shall in no case lease/transfer/sublet the services at AIIMS, Jodhpur to any other Contractor.
- 37.** In case of any unforeseen circumstances, AIIMS, Jodhpur may suspend / terminate the contract without any advance notice for which no damage or compensation would be payable by AIIMS, Jodhpur to the Contractor.
- 38.** While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the office premises functioning in the premises.
- 39.** Adequate number of safety measures including first aid boxes, must be provided on the site by the contractor.
- 40.** The Price Bid shall be unconditional. The conditional tender shall be rejected.
- 41.** The contractor shall abide by rules and regulations, by laws and statutes etc. imposed by the Government/ semi Government and other local authorities such as municipality etc., for execution of his job.
- 42.** Other agencies working at site will also simultaneously execute the work entrusted to them and the horticulture contractor shall offer necessary co-operation wherever required to other agencies
- 43.** 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.
- 44.** 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.
- 45.** Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
- 46.** The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc.

relating to personnel deployed by it at AIIMS, Jodhpur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date (before 7th of every month) irrespective of any delay in settlement of its bill by the AIIMS, Jodhpur for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their reenactments / amendments / modifications: a. The Payment of Wages Act 1936 b. The Employees Provident Fund & MP Act 1952 c. The Contract Labour (Regulation) Act, 1970 d. The Payment of Bonus Act, 1965 e. The Payment of Gratuity Act, 1972 f. The Employees State Insurance Act, 1948 g. The Employment of Children Act, 1938 h. The Motor Vehicle Act, 1988 i. Minimum Wages Act, 1948 49. The contractor shall take full responsibility for the adequate, stability and safety of all site operations and methods of working.

47. If AIIMS, Jodhpur being the Client suffer any loss and/or damages in connection with the works and the Contractor is unable or unwilling to get such losses and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor. The Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials equipment, persons and properties on account of Contractor's operations at site during the period of work / contract, the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.

**Deputy Director(Admin)
AIIMS, Jodhpur**

Annexure – I

Technical Bid

1. Name of Firm/ Contractor/ Supplier	
2. Name of the owner(s) Partners (Attach detail of all Partners)	
3. Complete Address	
4. Telephone no & Email Id	
a. Residence:	
b. Office:	
c. Mobile:	
d. Email Id:	
5. Whether the firm/ agency is registered, attached copy of the certificate of registration	
6. GST Number	
7. PAN Number	
8. Bidders should submit valid ISO 9001-2015 & ISO 14001 – 2015 Certifications duly attested	

(Signature of the Bidder)
Along with Stamp of Firm/Company

Date:
Place:

Annexure-II

TENDER ACCEPTANCE CERTIFICATE

(To be given on company letter head)

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' form the website(s) namely: - Tender for Horticulture and Landscaping work for Medical College at AIIMS Jodhpur.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration, while submitting this acceptance letter.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :

Annexure-III

Details of all works of similar class completed during the last seven years ending last day of the month ending July, 2022

Attached certified copies of experiences (Can use extra sheet if necessary)

S. No.	Name of Work / Project	Owner or Sponsoring Organization	Cost of work (in lac)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending / in progress with details	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

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

* Please attach completion & performance certificates from authorized person.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

ANNEXURE – IV

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

Signature of Authorized officer (with designation)

Note:

- ❖ The above completion certificate shall be issued on the letter head of concerning client department.