



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी
All India Institute of Medical Sciences (AIIMS) Kalyani
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिक निकाय)
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)
राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागूना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245
NH-34 Connector, Basantpur, Saguna, Kalyani, District Nadia, West Bengal 741245

Ref. No. : 2951/P-12074/1/22-23(E-Tender-ENGG)/ET-25

Date:16-01-2023

E-Tender No. 25

Notice Inviting E-Tender for

Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house,ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

Certified that this tender document contains 28 (Twenty Eight) pages only

A.P. Shrivastava
Superintending Engineer
AIIMS, Kalyani

Government of India
Ministry of Health & Family Welfare
AIIMS, Kalyani

Name of Work:- Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI
NOTICE INVITING E-TENDER

(a)	Name of Work	Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III, IV, V quarters on as-is-where-is basis for 1 year
(b)	NIT No.	2951 /P-12074/1/22-23(E-Tender-ENGG)/ET-25
(c)	Contract Period	01 (One) Year, Extendable by up to 6 months as decided by AIIMS.
(d)	Estimated Cost	Rs. 1,06,87,200.00 (RUPEES ONE CRORE SIX LAKH EIGHTY SEVEN THOUSAND TWO HUNDRED ONLY)
(e)	Earnest Money Deposit (EMD)	Rs 213744.00 (RUPEES TWO LAKH THIRTEEN THOUSAND SEVEN HUNDRED FORTY FOUR ONLY)
(f)	Performance Security (Bank Guarantee) / Security Deposit	Rs. 267180.00 (RUPEES TWO LAKH SIXTY SEVEN THOUSAND ONE HUNDRED EIGHTY ONLY)
(h)	Tender documents will be available in	Download from Institute Website. (i.e. www.aiimskalyani.edu.in, https://www.tenderwizard.com/AIIMSKALYANI and CPPP.
(j)	Last Date, Time & Place of Submission	On 10-02-2023 By 17: 00 Hrs. on line https://www.tenderwizard.com/AIIMSKALYANI
(k)	Date, Time for opening of Technical Bid	On 13-02-2023 at 11:30 Hrs.

1. The starting date of submission of Tender is **17-01-2023**. The intending bidder must read the terms & conditions of AIIMS, Kalyani carefully. He should submit his bid only if he finds himself meeting all eligibility criteria and being 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 plans, 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.aiimskalyani.edu.in Or **<https://www.tenderwizard.com/AIIMSKALYANI>**,

A . P. Shrivastava
Superintending Engineer
AIIMS, Kalyani

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, AIIMS, Kalyani, on behalf of Executive Director, AIIMS, Kalyani, invites Item Rate Tender from firms/contractor of repute in Two (02) Bid system (Technical & Financial respectively) from approved/registered and eligible contractors of CPWD, AIIMS, Central govt departments, PSUs, or State PWD having successfully completed works of similar nature as per eligibility conditions and for the Work as per the details as follows:-

Ser. No.	Description	Details
(a)	NIT No.	2951 /P-12074/1/22-23(E-Tender-ENGG)/ET-25
(b)	Name of Work:	Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III, IV, V quarters on as-is-where-is basis for 1 year
(c)	Estimated Cost	Rs. 1,06,87,200.00 (RUPEES ONE CRORE SIX LAKH EIGHTY SEVEN THOUSAND TWO HUNDRED ONLY)
(d)	Earnest Money Deposit (EMD)	Rs 213744/- (RUPEES TWO LAKH THIRTEEN THOUSAND SEVEN HUNDRED FORTY FOUR ONLY)
(e)	Period of Completion	01 (One) Year, Extendable by up to 6 months as decided by AIIMS.
(f)	Last date and time of online submission of Tender	On 10-02-2023 By 17: 00 Hrs.
(g)	Time and date of online opening of Technical Bid	On 13-02-2023 at 11:30 Hrs.
(h)	Time and date of opening of Online Financial Bids	To be intimated later through website
(j)	Period during which <u>hard copies of On EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to the FIC Procurement, AIIMS Kalyani</u> However, the Eligibility will be considered as per uploaded documents.	All the Bidder shall have to submit/deposit the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents with the FIC Procurement, AIIMS Kalyani

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates/documents required.
2. Information and Instructions for bidders for e-tendering posted on web site shall form part of bid document. The bid document consisting of NIT, 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 <https://www.tenderwizard.com/AIIMSKALYANI> or www.aiimsKALYANI.edu.in free of cost.
3. For e-tendering of this tender, AIIMS has engaged e-portal maintained by M/s ITI Limited, Kalyani. Intending bidders shall have to register with M/s ITI Limited, Kalyani to participate in the tendering process. For details, kindly visit website <http://www.tenderwizard.com/AIIMSKALYANI> or contact Shri SANJEEB MAHAPATRA (Mobile No. 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
4. The intending bidders must have valid class-III digital signature to submit the bid.
5. The bid can be submitted only after depositing e-tender Processing Fee in favor of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.
6. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering web site 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 tendering portal.

7. Bidders must ensure to quote rate of each item (In this contract there is one item only). The column meant for quoting rate in figures appears in dark yellow Colour and the moment rate is entered; it turns sky blue. In addition this, while selecting any of the cells a warning appears that 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 (he 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 of the bidders for whom EMD and other 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 details. After opening of bids, he will be able to see the competitor bid sheets.

10. If the contractor is found ineligible after opening of bids, his bid shall become invalid.

11. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall be come invalid.

12. List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-

- (a) Demand Draft of any scheduled Bank against EMD in favor of AIIMS, Kalyani.
- (b) Appendix `A to C' duly filled in (Pages 10 & 11 ref.) and signed.
- (c) Certificates of Work Experience & Completion Certificate of Similar Work (as mentioned in Ser.No.-3 Page No.-7 under **Pre-Qualification criteria**) from Client not below the Rank of Executive Engineer.
- (d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- (e) Copies of Balance Sheets
- (f) Copies of Contractor's License of appropriate Class and category as per the tendered work
- (g) Copies of ESI Registration.
- (h) Copies of EPF Registration.
- (j) The Bidder should have their Registered Office/Branch in Kalyani. If not, an Office should be opened in Kalyani within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Kalyani should be given.
- (k) Declarations to be given by the Tenderers (as per Page 06.).

3. The Technical Bid(s) shall be opened first by the Committee **on 13-02-2023 by 11:30 Hours. The Financial Bid(s), whose Technical Bid/ s are found to be eligible, will be opened later for which intimation will be given through Website. Conditional Bid(s) will be treated as unresponsive and will be rejected.**

13. Each bidder shall have to submit/deposit the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents with the FIC/ Procurement ,AIIMS Kalyani before the scheduled date and time of opening of technical bids otherwise his bid will be rejected.

14. Information & Instruction for Contractor will form Part of NIT.

DECLARATIONS TO BE GIVEN BY TENDERERS

It is to certify that :-

- (a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website <https://www.tenderwizard.com/AIIMSKALYANI/www.aiimskalyani.edu.in> or in the office of Superintending Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date : _____

Signature of the Tenderer

- (b) “I,S/o Shri resident of..... hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Civil Zone, Kalyani In case at anystage, 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”.

Date : _____

Signature of the Tenderer

NOTE : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

- (c) “I/We undertake and confirm that eligible similar Work(s) 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, thanI/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Kalyani before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

Date : _____

Signature of the Tenderer

- (d) “The Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents shall be deposited by me/us with the FIC Procurement, AIIMS Kalyani before the scheduled time and date of opening of technical bid failing which AIIMS shall reject the Bid .

Date : _____

Signature of the Tenderer

GENERAL RULES & DIRECTIONS

Name of Work:- Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

1. The work is estimated to cost of **Rs. 1,06,87,200.00**
(RUPEES ONE CRORE SIX LAKH EIGHTY SEVEN THOUSAND TWO HUNDRED ONLY)*The estimate, however, is given merely a rough guide.*
2. The time allowed for carrying out the work will be One year from the Date of Start (which shall be reckoned from 10th day of issue of letter of acceptance) or from the First Date of Handing Over of the Site, whichever is later. The tender is initially for a period of one year and may be extended for a further period of 06 months as decided by AIIMS, on the same Terms and Conditions and Rates.

3. Pre-Qualification criteria

Intending Bidder is eligible to submit the bid provided he complies with the following conditions:

- a. He should have satisfactorily completed similar works as per following conditions
(“ **f o r t h i s t e n d e r** similar work” means GARDENING AND/OR LANDSCAPING Works executed under any Govt. Organization/PSU). The experience of similar work should be from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Body
 - Three (03) similar works each of value **not less than 40%** of estimated cost put to tender or
 - Two (02) similar works each of value **not less than 60%** of estimated cost put to tender Or
 - one (01) similar work of value **not less than 80%** of estimated cost put to tender

in **last 07 (Seven) Years** ending 31st Mar 2022.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 07% per annum, calculated from the date of completion to the last date of submission of bid.

- b. **He Should have average Annual Financial Turnover of Rs.5343600/- (Rupees Fifty Three Lakh Forty three Thousand Six Hundred Only)** during the immediate last **03 (Three)** consecutive financial years ending 31st Mar 2022.
- c. He should have registration with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation.**
- d. He should have positive net worth and should not have incurred loss in last 03 (Three) years ending 31st March 2022, for which he would submit documentary proof duly certified by a Chartered Accountant.
- e. **The successful Bidder/Firm shall have to submit a valid License from Competent License Authority under the provision of Contract Labour Act and Contract Labour Central Rule.**

1. Bid related directions:

- i. Agreements shall be concluded with the successful bidders in prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
- ii. The bid document consisting of plans, specifications, the schedule of quantities of the various type

of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents would form part of agreement.

- iii. Conditional Bids shall not be considered and will be outrightly rejected at the very first instance.
 - iv. Preparation & Submission of Tender through Online. The Tender should be submitted in 02(Two) Parts i.e. Technical Bid and Financial Bid Respectively. The Technical Bid & Financial Bid should be submitted by the Bidder through online portal as Bid for “Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house,ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year”
4. **Earnest Money Deposit.** The bidders shall be required to submit the Earnest Money Deposit (EMD) for an amount of . Rs 213744/- (RUPEES TWO LAKH THIRTEEN THOUSAND SEVEN HUNDRED FORTY FOUR ONLY) by way of Demand Drafts only. **Scanned Copy of the Demand Drafts must be uploaded/attached** with the Technical Bid. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit .For unsuccessful bidder(s) it would be returned after Award of the Contract to the successful bidder. Bid(s) received without Demand Drafts of EMD will be rejected.
 5. **Performance Guarantee/ Performance Security Deposit.** *The successful bidder will be required to furnish a Performance Guarantee of 2.5 % of Contract Value (Rs. 267180.00 (RUPEES TWO LAKH SIXTY SEVEN THOUSAND ONE HUNDRED EIGHTY ONLY)* after receiving notification of award in the form of either **Fixed Deposit Receipt** or Bank Guarantee from any Nationalized Bank **duly pledged in the name of the "All India Institute of Medical Sciences, KALYANI"** which should have its validity for a period of minimum 60 days beyond completion of all the contractual obligations. 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 contractor for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor’s performance obligations (including Warranty/Guarantee period) 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 Contract or shall be forfeited automatically without any notice to the contractor.
 6. 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 providedfor 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.
 7. The Tender paper/documents can be seen/ downloaded from Official website. For any query, Superintending Engineer, Phone : 8902499295 or Procurement Cell, AIIMS Kalyani Phone no 03329991575 may be contacted.
 8. The Competent Authority, the Executive Director, AIIMS KALYANI 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.
 9. Canvassing whether directly or indirectly, in connection to bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

10. The Competent Authority, The Executive Director, AIIMS, KALYANI 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.
11. The contractor shall not be permitted to bid for works in AIIMS, KALYANI if 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, KALYANI. Any breach of this condition by the contractor would render him liable to be disqualified from this tender and be removed from the approved list of contractors of this Department.
12. No Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India will be allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
13. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
14. This notice inviting e tender 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 e tender, all the documents including additional conditions, specifications and drawings, 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.
15. The Income Tax and other taxes as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

16. List of Documents to be submitted along with the Technical Bid.

As per Ser. No. 12 (a) to (k) (Page - 05).

Superintendent Engineer
AIIMS KALYANI

Appendix 'A'

FORM FOR FINANCIAL INFORMATION

(Financial Analyses)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Ser. No.	Description	2019-20	2020-21	2021-22

Note : Gross Annual Turn Over only.

Appendix 'B'

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS

COMPLETED DURING THE LAST 07 (Seven) YEAR

(i.e., FOR THE YEAR ENDING MAR 2022)

Ser. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									

(Authorized Signature of the Bidder with Seal)

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service Centre nearby Kalyani	:
Whether the firm is a registered Firm(Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
Service Tax Number. (enclose the attested copy of VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency as signed Each &Every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

Bidder's undertaking against item rate bid for work

Name of work : Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house,ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

I/We have read and examined the notice inviting tender, schedule along with Appendices as per 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 documents for the work.

A sum of **Rs 213744.00(RUPEES TWO LAKH THIRTEEN THOUSAND SEVEN HUNDRED FORTY FOUR ONLY)** is hereby forwarded in Bank Guarantee of scheduled Bank/Demand Draft of a scheduled Bank/Bank Guarantee issued by a scheduled Bank as **Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Director, AIIMS, KALYANI 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 Director, AIIMS, KALYANI or the 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 a 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 the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) mentioned by me have not been got executed through another contractor on and, if such a violation comes to the notice of AIIMS, KALYANI, then, I/We shall be debarred for tendering in AIIMS, KALYANI in future forever. If such a violation comes to the notice of AIIMS, KALYANI before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Earnest Money Deposit/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 Bidder
with full Postal Address

Witness : *

Address : *
(* To be filled in by the Contractor.)

Occupation:*

ANNEXURE A
SCOPE OF WORK ,METHOD OF EXECUTION AND WORK
ACCEPTANCE CRITERIA

Name of work : Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house,ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

1. The agency would supply required labour, material ,tools,ladders,scaffoldings, trolleys/Wheel Barrows ,consumables, insecticide, pesticide, fertilizers, safety devices , grass cutting machines and their fuel as and when required for maintaining all lawns, flower pots, flower beds ,landscapes, Islands, open levelled lands ,trees, shrubs, hedges and grass in the area marked in Drawing (Annexure B1 and B2) , which are already developed by HSCC, on as- is –where- is basis so as to maintain them in good condition, all times as per standards specified in succeeding paras of this Annexure.
2. The agency would provide his workers, with necessary safety arrangements and PPEs like safety ladder upto 7 meter height, safety shoe, safety jacket, helmet, safety belt WORK IN PROGRESS sign as road barrier, gum boots, gloves, umbrella, hats etc. as and when required.
3. The agency would also provide some extra manpower (1 or 2 unskilled labour) for incidental needs related to area maintenance like occasional plantation, removal of earth, alterations to areas etc. as and when required by AIIMS Kalyani.
4. There is no minimum or maximum number of labours designated for the job. The agency would himself assess the requirement of highly skilled, Skilled, semi-skilled and unskilled labour as per occasion, season, weather and situation and deploy them accordingly. AIIMS Kalyani would make payment based on lump sum monthly rate quoted for the job with suitable deduction for some recorded area/s not maintained properly for a recorded period of time.
5. Proper accounting of workmen would be kept through an attendance cum payment register.
6. The contractor and/or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge as per time schedule.
7. Complaint register/ Site order book, attendance register and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative.
8. When a register gets completed, it will be handed over to the concerned J.E or his superior officer, it will not be returned to the contractor and the same will remain the property of the department.
9. All required register will be issued by Engineer-in-Charge/Executive Engineer duly marked in chronological o r d e r but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
10. The work would be subjected to weekly inspection for purpose of finding out defects and giving 2 days' time for rectification. After lapse of 2 days if the rectification is not confirmed in the site order book by the AIIMS inspecting officer (Junior Engineer), the penalty would start on per day basis.The first inspection would be carried out by allowing initial period of 3 weeks for completion of pending works if any.
11. Monthly review of wages payment in the workers bank accounts, their EPF, ESI and PVR status would be made and it will be a necessity for releasing monthly Job Completion Certificate.
12. The payment is bases on acceptance criteria as given below :
 - i. All trees are in green and healthy condition all the time and are adequately watered.

- ii. All fallen tree leaves, tree branches, bird droppings and foreign objects within maintenance area (excluding roads but including garden pathway) are cleaned several times a day.
- iii. All shrubs and hedges including all plants planted in flower pots or flower beds are maintained green, healthy and properly dressed on all days. All decayed shrubs and hedges should be replenished immediately without charging any extra amount and without leaving the area looking ugly for any day. No frequency of cutting is specified. It should be decided and fixed by the agency as per season, occasion and requirement.
- iv. The grass should be cut to 1 ½ (one and a half) inch height and re cut before it could attain 3 ½ (three and a half) inch height.
- v. The width and height will be decided on the spot for each hedge line individually through a site order book by AIIMS Kalyani supervisory officer which will be maintained within 2 inch accuracy and full uniformity at all times.
- vi. Missing hedges would be replaced. For this a nursery would be maintained in house within AIIMS Kalyani.

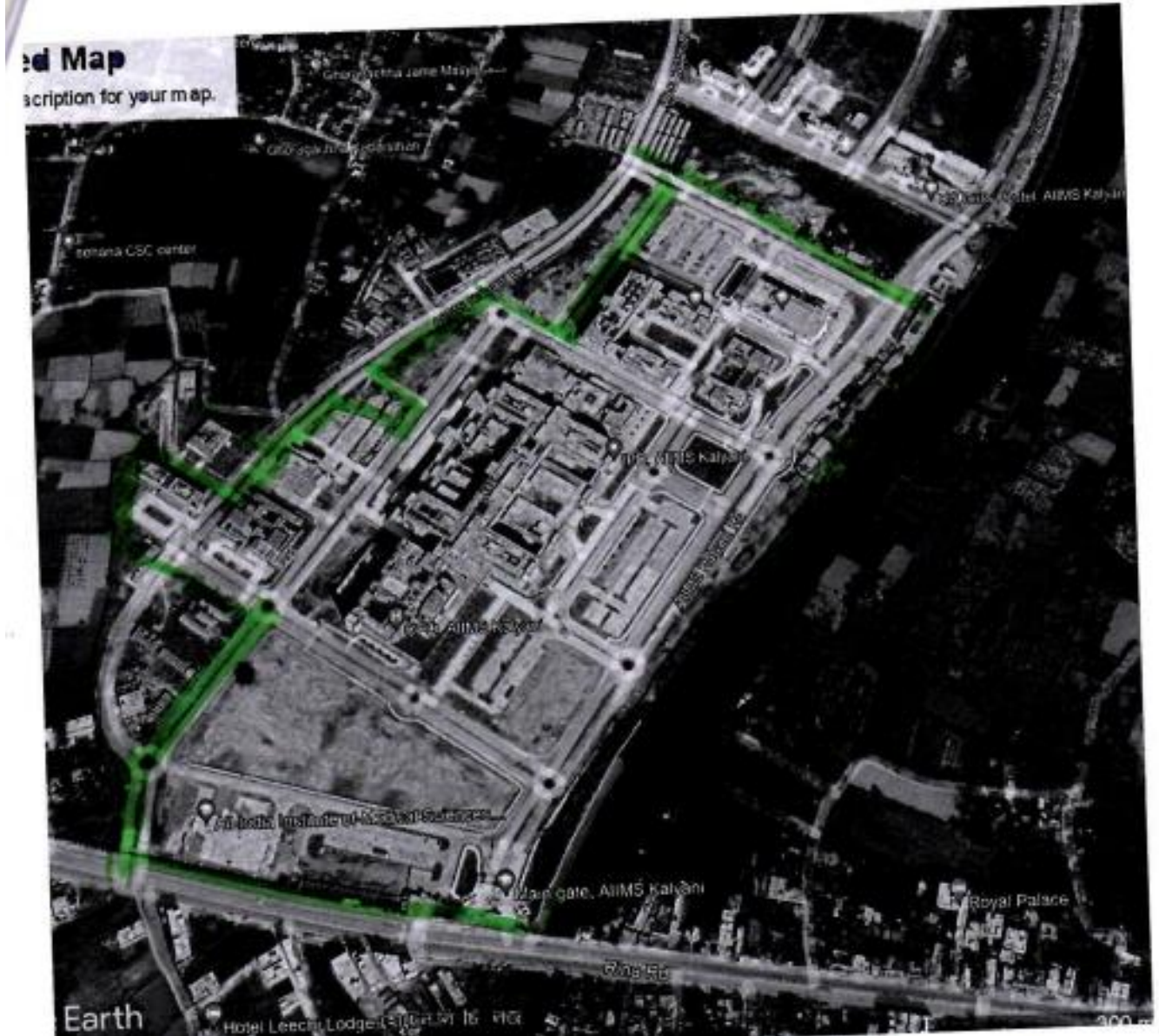
13. Regarding mistakes and lapses in work :

- I. Any plant accidentally cut by the grass cutting machine or other means would be immediately replaced by similar plant.
- II. The plants or trees planted by AIIMS or guest officers or students within the maintenance area would add to the liability of the agency from the date of plantation.
- III. Uniformity in grass species would be maintained and intermittent weeds to be removed and destroyed permanently by the agency.
- IV. In case any overgrown grass or overgrown or untrimmed/ irregular shrub/hedge is noticed, it will be recorded by the AIIMS supervisory officer and the agency has to rectify it within 2 working days failing which a penalty of Rs.50 per meter per day for shrub/ hedge and Rs.25 per sqm. per day for grass/landscape will be imposed and deducted from the bill/security of the agency till the recorded date of rectification. The rectification date will be recorded in the site order book and signed by firm's representative/any semi-skilled labour of the firm if representative is not available. The ceiling of such penalty would be Rs. 25000.00 per month.
- V. In case any weeds in the grass or missing stretch in the shrub/hedge is noticed, it will be recorded by the AIIMS supervisory officer and the agency has the rectify it within 7 working days failing which a penalty of Rs.50 per meter per day for shrub/ hedge and Rs. 50 per sqm per day for weeds area will be imposed and deducted from the bill/security of the agency till the recorded date of rectification. The rectification date will be recorded in the site order book and signed by agency's representative/any semi-skilled labour of the agency if representative is not available. The ceiling of such penalty would be Rs. 25000.00 per month.
- VI. In case due to inefficiency of agency some work on urgent occasion is got done by engaging labour from AIIMS side, the sum equal to twice the wages paid to the labour would be recovered from the agency. The ceiling of such penalty would be Rs.10000.00 per occasion.
- VII. In case of repeated lapse and failure to comply the requirements, the work order would be cancelled and the firm shall be debarred / blacklisted as per rules.

Annexure B1

Drawing no 1 for the work

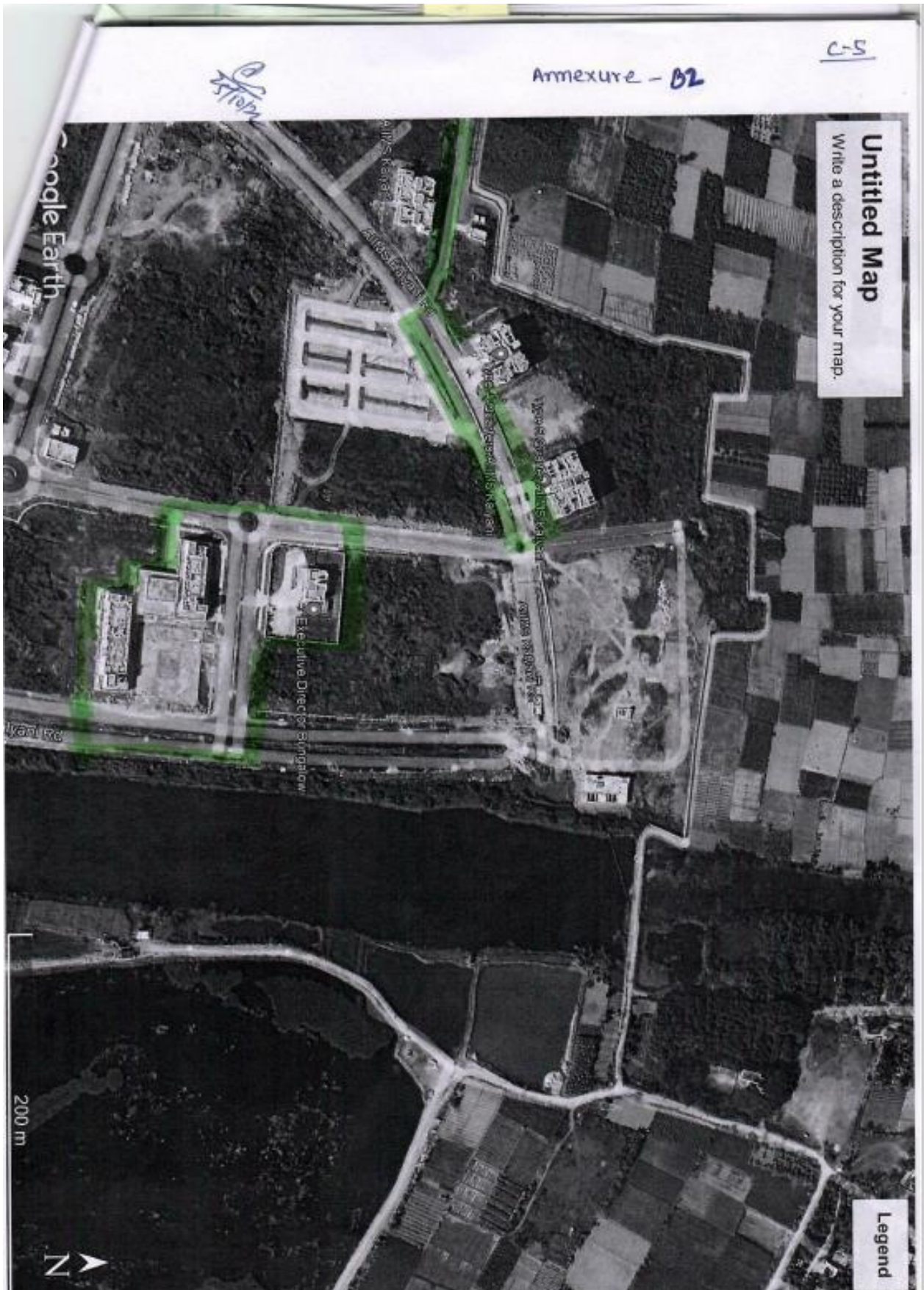
Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year.



Annexure B2

Drawing no 2 for the work

Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year.



GENERAL CONDITIONS OF CONTRACT

1. All labour should be in good health, aged between 18 to 40 years, capable of doing strenuous work, work at heights and not having any criminal cases pending against them. They should be PVR clear with a character certificate from a gazette officer or headmaster or Mukhiya, Sarpanch, local council or their higher level authorities.
2. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall be borne by the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in his regard shall be entertained/accepted by the department. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.
3. Workers detected, by AIIMS Engg. group, as showing poor workmanship, slow work, wastage of material, lack of punctuality, ill behavior, not able to understand instructions ,doing suspicious or unrelated work , not reporting in time, remaining absent from site of allotted work , taking rest during non-rest hours etc. will have to be removed and new workers will have to be brought by the agency.
4. Some works may require working under foul and wet conditions like water tank cleaning, mud cleaning, repairs to sewage line, manholes etc. for which willing and experienced labour will be deputed within the scope of the same order.
5. The supplied material would be of good standard and quality and to the satisfaction of AIIMS supervisory officer. Material not available upto Kolkata market will not be insisted for.
6. All melba/rubbish/silt/waste, garbage etc. generated due to any operation whatsoever shall be disposed of on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx. 4.5 cubic meters), the same shall be disposed of by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, a Compensation of **Rs. 1,000/-** (Rupee **ONE THOUSAND** only) per day shall be recovered from the contractor.
7. The personnel and laborers engaged by the contractor under this contract shall wear **neat and clean uniforms** as approved by the Engineer-in-charge along with name badges. The agency would supply aprons /half jackets with reflective stickers to each worker so that they may be separately identified and spotted in low light also.
8. An identity card duly countersigned by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be verified from the police officials by the contractor.
9. No canteen facility or rest room or medical assistance will be provided to the workers from AIIMS Kalyani in return of working for this order.
10. No extra payment on account of increase in minimum wages after closing of bid will be made.
11. No extra payment on account of increase in GST or other taxes will be made. The agency should quote his rate inclusive of GST and other applicable taxes, duties, levies, cess, surcharge etc. as applicable on the date of invoice.
12. For estimate purpose total 19 labours including 9 unskilled, 9 semiskilled and 1 highly skilled (for supervision and accounting) has been taken in calculation. However, this number may vary to some extent at the discretion of agency.
13. 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.
14. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
15. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his

or his labour in carrying out the work and shall be rectified by the contractor at his own cost.

16. The contractor shall clear the site properly after the completion of the work. He shall restore back the premises and other articles provided by the department to the AIIMS at the time of closure of the contract.
17. No permanently /temporary huts/structures shall be constructed by the contractor at the site of work or at any government land/premises. Such structures, if any, found at the site or at AIIMS, Kalyani land shall be demolished and removed at the cost of the agency without any notice. This however may be allowed by AIIMS for purpose of productive activities like material storage, preparing plant saplings, natural manure, composting etc.
18. The contractor 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, Kalyani site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The contractor shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Kalyani for whatever reason. The contractor shall also be responsible for the insurance of its personnel. The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and the re-enactments/amendments/modifications:-

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labor (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.

(All with up-to date corrections)

It will be the bidder's liability that the rate quoted by should be adequate for meeting all above obligations and requirements.

19. **Breach of Terms and Conditions.** Non-compliance 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, Kalyani in that event the EMD shall also stand forfeited.
20. **Termination of Contract.** AIIMS, Kalyani 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, Kalyani rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of discipline 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, Kalyani's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Kalyani shall have the right to engage any other tenderer to carry out the task.
21. **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 Kalyani. The decision of the Arbitrator shall be final and binding on the both parties.
22. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with these agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, KALYANI whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, with in the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

23. The Lowest Bidder will be decided as per the Rates quoted by the Bidder in schedule of quantities The Rate Quoted by the Bidder will be **including GST**.
24. Payment shall be made on Monthly basis after due Certification of the Bills by the Representative of Engineer-in-Charge.
25. The contractor will have to submit the monthly bank transaction statement showing details of salary of staffs working under civil maintenance. The contractor will have to pay the monthly salary to the employees of civil maintenance in 1st week of every month irrespective of any other situation.
26. The contractor shall disburse wages to **his** workers by 7th day of each month through Electronic Transfer (ECS). In case due to any circumstances beyond control of contractor, payment shall be made by bearer cheque for the period up to maximum of three months, in any circumstances, cash payment of wages is not acceptable.
27. The contractor shall not pay the wages less than what is legally admissible to be paid along with other elements as mentioned above. Any violation in this regard will result into the forfeiture of the Performance Security in addition to severance of this contract. The contractor will not charge any money or seek any gratitude or favor in any form from his workmen for this job before or after the deployment. An undertaking in this regard will be attached with the biodata of the **work** manpower which will be signed by the contractor as well as by the personnel deployed. Any violation of this clause lead to termination of the contract and penal action as appropriate. The contractor will submit the document alongwith the bill such as proof of deposit of ESI, EPF, Service Tax/GST proof of payment of salary through ECS.

*Superintending Engineer
AIIMS, Kalyani*

Annexure D

ADDITIONAL CONDITIONS

1. **Specifications to be followed for execution of Work.** CPWD Specification with Up-to-date correction slips and direction of the Engineer-in-charge and relevant IS Codes.
2. **Type of Work.** Gardening and horticulture Works. Deviation limit beyond which rate revision is applicable is as follows :
 - Areas would be added in terms of % of total gardening and landscaping area to be done at same rate = 50%
 - Period to be extended as per AIIMS Kalyani requirement to be paid without rate increase = upto 1 year
3. **Competent Authority for deciding reduced rates.** Superintending Engineer, AIIMS, Kalyani.
4. **No payment on account of escalation will be allowed.**

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Executive Director, AIIMS, KALYANI (hereinafter called “the Government”) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “ the said Contractor(s)”) for the work **Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house,ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year** (hereinafter called “ the said agreement}” having agreed to production of an irrevocable Bank Guarantee for Rs. _____(Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____(Rupees _____ only) on demand by Government.

2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s).Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under his Guarantee.However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

3. I/We the said bank undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

8. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

9. This Guarantee shall valid up to _____ unless extended on demand by Government, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicate the name of Bank)

Annexure - F

PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)
[FORM OF EARNEST MONEY (BANK GUARANTEE)]

WHEREAS, Contractor _____ (Name of contractor) (hereinafter called " the Contractor") has submitted his tender dated _____ (date) for the Work " Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III, IV, V quarters on as-is-where-is basis for 1 year) (Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that I/ we _____ (name of bank) having our registered office at _____ (here in after called " theBank") are bound up to _____ Executive Director, AIIMS, Kalyani in the sum of Rs. _____ (Rupees _____ only) 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.

- (a) 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 ;
- (b) If the Contractor having been notified of the acceptance of his Tender by the Engineer-in-Charge.
1. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required ;
- OR
2. 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 Executive Director, AIIMS, Kalyan either up to the above amount or part thereof upon receipt of first written demand, without the Executive Director, AIIMS, Kalyan having to substantiate his demand, provided that in his demand the Executive Director, AIIMS, Kalyan will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL (SIGNATURE, NAME & ADDRESS)

SEALED with the Common Seal of the said Bank this _____ day of _20_ THE CONDITIONS of this obligation are :-

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

(Annexure G)

Format for Agreement

(to be made on Rs 100/- Non- Judicial Stamp Paper)

This agreement is made at Kalyani on the _____ day of _____ Month of _____ 2022 *between the Executive Director, All India Institute of Medical Sciences, Kalyani acting through Superintending Engineer, AIIMS, Kalyani having its Office at AIIMS, Kalyani-741245 (herein after called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,*

and

M/s _____ (Second party) having its registered Office at

*(Here in after called the '**Agency**' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.*

WHEREAS the "**Client**" is desirous to engage the "**Agency**" for "Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year on the terms and conditions stated below:-

- (a) All the Terms & conditions of the Tender document will form as the parts of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, KALYANI.
- (f) In case of Non-Compliance with the contract, the Client reserve sits right to:-
- a. Cancel/Revoke the contract; **and/or**
 - b. Impose penalty up to 07% of the total Annual Value of Contract.
- (f). Performance Security amounting to Rs.2.5% of the Annual Contract Value (Rs. 3,15,761.00), in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (g) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Kalyani as per rates mentioned in the schedule without any deductions except PF& ESI as admissible.
- (h) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

i.(Signature of the Owner/Proprietor of the Agency/Firm with Seal)

- (i) There would be no increase in rates payable to the Agency during the Contract Period .
- (j) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (k) Decision of Client in regard to interpretation of the Terms& Conditions of the Tender shall be final and binding on the Agency.
- (l) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep ?client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, KALYANI. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- (m) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.
- (n) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment exception respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (o) THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 2022 (Two Thousand Twenty two) and shall be valid for 01 (One) Year and extendable for another 6 months) year as desired by AIIMS Kalyani.

This day of _____ 2022, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness :-

.....
(For and on behalf of Bidder/Contractor)

.....
(For and on behalf of Principal/Owner)

WITNESSES:

.....
(Signature, Name and address)

.....
(Signature, Name and address)

Dated :

Dated :

Place : Kalyani

Place : Kalyani

Annexure H

Schedule of Quantities

AIIMS, Kalyani

NIT No. : 2951/P-12074/1/22-23(E-Tender-ENGG)/ET-25

Name of Work: Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises from main gate to Auditorium and around Guest house, ED Bungalow and Type III,IV,V quarters on as-is-where-is basis for 1 year

Note : Rates to be filled- up in accordance with details given in Annexures A ,B1,B2,C and D and keeping in mind other conditions of this tender

Ser. No.	Description of Item	Unit	Quantity	Rate in Figures in Rupees Per month Including material,labnour, equipment, overheads, service charges wages, EPF, ESI, GST and other charges as per tender conditions..	Amount Rs.	Remarks
1	Maintenance of Gardens and landscape already developed by HSCC in AIIMS Kalyani premises as per extent of area shown in Annexure B1 and B2 as per description of work in Annexure A and other tender conditions.	Per month	12 months			

E-Tendering Instructions to Bidder(s)

General. The Special Instructions (for e-Tendering) supplement **INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**, as given in this Tender Document.

Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal <https://www.tenderwizard.com/AIIMSKALYANI> through an ASP, M/s. ITI Ltd., BHUBANESWAR.

Instructions.

1. **Tender Bidding Methodology.** Two Stage Online Bidding.
2. **Broad outline of activities from Bidders prospective:**
 - (a) Procure a Class III Digital Signature Certificate (DSC).
 - (b) Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR.
 - (c) Create Users on the above portal.
 - (d) View Notice Inviting Tender (NIT) on the above portal.
 - (e) Download Official Copy of Tender Documents from the above portal.
 - (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Kalyani.
 - (g) Bid-Submission on the above portal.
 - (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Kalyani’s Post-TOE queries.
 - (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. **Digital Certificates.** For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. **Registration.** To use the Electronic Tender portal www.tenderwizard.com/AIIMSKALYANI, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

Note. : After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.

(a) The Bidder must ensure that after following above, the status of bid submission must become - "Submitted".

(b) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

(c) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

(d) The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. [https://www.tenderwizard.com /AIIMS, Kalyani](https://www.tenderwizard.com/AIIMS,Kalyani).

6. Broad outline of submissions are as follows:-

(a) Submission of Bid Parts (Technical & Financial).

(b) Submission of information pertaining to Bid Security/ EMD.

(c) Submission of signed copy of Tender Documents/Addendums.

7. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

8. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc. may also be uploaded.

9. Tender Processing Fee. You pay processing fee (0.1% of ECV + GST as applicable (Min. 750/- & Max 7500/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

10. Public Online Tender Opening Event (TOE). The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note. In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSKALYANI by the bidders in time, then AIIMS, Kalyani will promptly reschedule the affected event(s).

9. Other Instructions. For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note. : It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :-

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.).
5. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Kalyani, if required, before participation in the online tendering.

For any further assistance, please contact Mr. Sanjeeb Mahapatra (08249821902), Mr. Mayank Singh Thakur (08800115628), Helpdesk-011-49424365, ITI email ID for mailing communication: twhelpdesk680@gmail.com /twhelpdesk404@gmail.com /mayank.s@etenderwizard.com /sanjeeb.m@etenderwizard.com .