10110/Contract/AIE

(d)

(e)

(f)

(g)

Sep 2024

# **TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS**

1. Sealed quotations are hereby invited from registered and approved agencies for Arboriculture contract in Army Institute of Education (AIE), Greater NOIDA. Tender forms can be downloaded from website: www.aie.ac.in. Tender forms duly completed in all respects must be sent by hand to reach this office on or before 1600h on 30 Sep 2024. The contract will be awarded initially for one year. However, it may be extended further for one more year on satisfactory performance by the Agency. Complete tender documents comprising of followings are issued herewith.

- (a) Annexure I Instructions to Tenderers
- (b) Annexure II General Conditions
- (c) Annexure III Scope of Work
  - Annexure- IV Price Bid Issues
  - Annexure –V Eligibility Criteria and Technical Bid
  - Annexure –VI Commercial Bid
  - Annexure VII Tender Form

# 2. Tender of rates should be as under: -

- (a) Valid for 90 days from the date of opening of tender.
- (b) Quoted after mentioning and inclusive of GST as applicable in Greater NOIDA.
- (c) Sample of items must be made available if asked for.

(d) No cutting/ erasing/ overwriting may be done. Corrections if any should be initialled.

(e) Specification, brochure & picture of item must be enclosed with tender where ever applicable.

# 3. Tender are to be sent as under: -

# <u>"TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS"</u>

# 10110/CONTRACT/AIE DatedSEP 2024DUE DATE OF OPENING:1000h on 01 Oct 2024

(a) Tender to be dropped into the TENDER DROP BOX kept in Reception in Administrative Block of AIE, during 0900-1600 hrs only. Tender received by Post will not be accepted.

(b) Addressed as under: -

The Principal, Army Institute of Education, Plot M-1, Sector Chi-II Greater Noida -201306

(c) By 1600 hrs on 30 Sep 2024.

### 4. Opening of tenders will be as under: -

(a) Tender will be opened at **1000h on 01 Oct 2024**.

(b) Place of opening tender is Registrar office of AIE.

(c) Your authorized representative may attend the opening of tender. Tender not received by due date will not be considered.

(d) Unmarked cover/incomplete tender are liable to be rejected or ignored at the discretion of the Board of Officers for tender opening.

(e) Accepting authority, i.e. Board of Officers reserves the right for acceptance of the tender as a whole or in part depending on the rates.

5. In case of any dispute with reference to execution of the work, HQ Delhi Area will be the appointing auth with reference to arbitration.

(Dr Abhilasha Gautam) Principal Army Institute of Education

# ANNEXURE – I – INSTRUCTIONS TO TENDERERS

# <u>General</u>

1. Army Institute of Education, Greater Noida invites Tender through two bid system (i.e., Technical and Financial bid) from eligible applicants who fulfill qualification criteria as stipulated in **Annexure V**. Tenderers are advised to inspect and examine the site and surroundings to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender. For site visit and any clarification / information / assistance, the intending tenderer may visit the AIE during working hours of the institution till submission of documents to assess the complete scope of work to be carried out on ground. Site visit and assessment of the scope of work by tenderers may be made.

#### Submission of Tender

2. Tender form will be submitted in a sealed cover only. Address and Telephone number of the contractor must be mentioned on the opposite side of the envelope. Technical Bid and Commercial Bid will be submitted in separate envelopes clearly mentioning technical bids / commercial bids. Both envelopes will then be put in one envelope mentioning the name of the work/Project. Sealed bids should be deposited in the locked tender box located at office of AIE by 1600 hours on 30 Sep 2024. No bids will be accepted after the tender box has been opened by BOO.

3. Tender form in sealed envelopes will bear the caption: -

# "TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS"

4. Tenders shall be submitted in sealed envelope as under: -

Name of work	TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS
Tender Submission Date & Time	Till 1600h on 30 Sep 2024.
Addressed to	The Principal, Army Institute of Education, Sector Chi-II, Greater Noida (UP)

5. Envelope shall contain the following: -

(a) **Technical Bids and Commercial Bids in two different envelopes** contained in one envelope clearly mentioning TECHNICAL BIDS/ COMMERCIAL BIDS.

(b) All pages of Tender documents including this page duly signed and seal affixed.

(c) Price bid duly filled with individual item rates, corresponding amount and total price as per the BOQ.

(d) All the documents submitted with the tender form should be arranged in serial wise manner and marked with flags.

6. <u>**Deviation to Tender Clauses**</u>. Tenderers are advised not to stipulate any deviation. Conditional tenders are liable to be rejected. Tenderer should have valid PAN, Registration and GST numbers.

# Award of work

(a) Work will be awarded to the lowest tenderer for the entire scope of work including taxes, subject to the work experience and fulfillment of other terms and conditions and specifications.

(b) AIE also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. The AIE will also reserve complete rights to award only a part of the entire scope of work at the time of placing Work Order in case the requirement of a particular Job/work is not found required/justified.

(c) AIE also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the tenderer(s).

(d) The contract will be awarded on turnkey basis which will include complete jobs specified in the tender. L-1 vendor for the contract will be calculated based on the lowest consolidated bid offered for the complete job (incl GST). Separate job - wise contracts will not be considered.

#### 7. <u>Corrections/ Ambiguities</u>

(a) All corrections in the schedule of rate should be initialed.

(b) Inconsistencies / ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -

(i) This is an item rate tender, only rates quoted shall be considered. Any tender containing percentage below / above the rates is liable to be rejected.

(ii) Rates quoted by the tenderer in figures and words shall be accurately filled. If a discrepancy is found, the rates, which are in words, shall be taken as correct.

(iii) In the event no rate has been quoted for any item(s), leaving space blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

8. **<u>Firm Rates</u>**. The rates quoted by tenderer shall remain firm till completion of all works even during the extended period.

9. <u>EMD</u> Earnest money will be deposited in the form of demand draft/pay order for Rs.10,000/- drawn in favour of the Army Institute of Education (AIE), Greater Noida which will be returned on completion of work.

# 10. **Performance bank Guarantee (PBG)**. Not applicable

### ANNEXURE – II – GENERAL CONDITIONS

11. If tenders are not opened due to any reason, the tender documents, and EMD if applicable shall be returned to all bidders.

12. Various timelines are as follows: -

Name of work	TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS		
Earnest Money Deposit (EMD)	Rs 10,000/-		
Site Visit and Pre-bid Meeting of Vendors	Any day till submission of documents during working hours.		
Last date of seeking clarifications	Any day till submission of documents during working hours.		
Last date of issuing amendments, if any	1600h on 30 Sep 2024		
Last date of Tender Submission	1600h on 30 Sep 2024		
Date & Time of opening of Tender (Technical Bids)	invited to attend the opening of Tender, however the same is not compulsory.		
Date & Time of opening of Commercial Bids	f Will be informed later after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation). Attendance of representatives of bidders is mandatory at the time of opening of commercial bids. In case a bidder representative is unable to attend, bidder should intimate the same in writing to AIE a day prior to scheduled date.		
Validity of Tender	90 days from the last date of submission of tender.		
Stipulated date of Commencement of work	Within 15 days from the date of issue of Work Order or as per the instructions of the AIE authorities.		
Completion Period	As per work order.		
Performance Bank Guarantee	Not applicable		
Authority for submission of Fender required documents and seeking clarifications on tender documents			

13. Conditional tenders will not be accepted.

14. A tenderer shall submit only one bid in the particular tendering process. A tenderer who submits or participates in more than one bid, will cause all of the proposals in which the tenderer has participated, to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually in the same bidding process. If the tenderer does not meet the criteria stated above, the tender shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants.

15. If there is any misrepresentation of facts with regards to undertaking submitted, the same will be considered "fraudulent practice" and the tender submission of such tenderer will be rejected.

16. The rates quoted by the bidder shall be complete for "**TENDER FOR ARBORICULTURE: AIE & AIMT GREATER NOIDA CAMPUS**" as per the specification(s) and shall be inclusive of all applicable tax, duty(ies) loading, unloading, packing, transportation from works to AIE, installation etc. and nothing extra/additional shall be payable on these rates.

17. The AIE can ask for any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used.

18. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.

19. The AIE will not responsible for any loss of property, manpower, and issues related to labour and/or labour laws of the bidder, involved in at AIE.

20. Bidder will strictly follow all the safety measures as per the rules of the government.

21. The agencies will adhere to all safety measures, while going for repair & Replacement.

22. Counter conditions by the Tenderer in matters concerning payment of bills shall not be acceptable.

23. AIE reserves the right to accept or reject any/all tenders without assigning any reason.

24. <u>Qualification Criteria</u>. The tenders for this contract will be considered only from those tenderers who fulfil/ submit documents as mentioned in **Annexure V** along with tender documents.

25. <u>Arbitration Clause</u>. That in case of any dispute between first party (AIE) and the other party (Bidder) arising out of or in relation to the agreement, the dispute shall be referred to Hon'ble Dean for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at Army Institute of Education, Greater Noida

#### 26. Right of Acceptance of Offer

(a) The AIE reserves the right to accept partly or reject any offer without assigning any reason thereof. The AIE does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the qty. Bidder shall supply the same at the rate quantity offered.

(b) In respect of enquiries, which call for procurement of more than one item, the AIE reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

#### 27. Force Majeure

(a) Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form the other party.

(b) Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions and quarantine restriction beyond the control of either party.

28. <u>Modification and Withdrawal of Bids</u>. Bidder can modify his bid any number of times before bid submission closing date and time. Bidder can also withdraw his bid before bid submission closing date and time. Withdrawn is allowed only once in a tender. If a bidder withdraws his bid, he cannot participate in the particular tender again.

29. <u>Termination for Default</u>. The AIE may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part in case of the under mentioned reasons: -

(a) If the bidder fails to deliver any or all the services within the time period(s) specified it the contract, or any extension thereof granted by the AIE.

(b) If the bidder fails to perform any other obligations under the contract.

(c) In the event the AIE terminates the contract in whole or in part pursuant to above para, the AIE may hire the bidder at the risk and cost of working bidder under contract as AIE deems appropriate. However, the bidder shall continue the performance of the contract to the extent not terminated.

#### 30. <u>Miscellaneous</u>

(a) The Tenderers may obtain further information / clarification, if any, in respect of this tender documents from the AIE.

(b) The AIE management has right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the AIE management for rejection of this proposal.

# ANNEXURE – III – SCOPE OF WORK

# <u>Tasks</u>

31. The contract for Arboriculture of the AIE & AIMT Campus will cover maintenance of area outside main gate and inside the campus. Tenderers can visit the Institute between 11AM and 1PM on any working day to see the area. The tasks to be performed under the contract are given below: -

(a) Manuring, watering, tending, mowing, trimming and rolling of the lawns and hedges.

(b) Watering and maintenance of ornamental and fruit trees flowering plants and shrubs, bushes, flower pots etc., both indoor and outdoor. Central water pumping facility will be provided by the Institute.

(c) Creation of flower beds and plantation of seasonal flowering plants during summer and winter including residential complex of Principal/Director/Registrars.

- (d) De-weeding.
- (e) Relaying grass in sports ground and its maintenance.

(f) Cleaning and removal of garbage generated as result of Arboriculture and maintenance work in the garden/adjacent area.

(g) Maintaining two compost making pits.

<u>Manpower</u>

32. The contractor will employ minimum Seven Mali and **one** Supervisor daily, except on Sundays. The strength of Mali/Gardener may vary as per actual requirement. Contractor will be paid for gardeners he employs after consultation with Estate Supervisor AIE. Uniform will be provided by the contractor.

# **Consumables and Equipment**

33. The contractor will provide the following during the contract period: -

- (a) Manure for plants including Okhla manure once in a year.
- (b) Pesticides as required.
- (c) Gardening implements.
- (d) All types of machinery for cutting, trimming of lawns and grass etc. like lawn mowers, hedge trimmers, bush cutter etc.
- (e) Water pipes and sprinklers.

# **General Terms and Conditions**

34. In the event of any breach/violation of conditions of the contract, the said earnest money would be forfeited by the Institute.

35. That the contractor shall comply with all the legal requirements for obtaining license under Contract Labour Act 1970.

36. That the agency staff shall work under overall directions of the Registrar/Estate Supervisor of AIE.

37. That the Institute shall have the right to ask for change of any person of the agency, without assigning any reasons.

38. That the agency shall not engage any sub-contractor or transfer the contract to any other person.

# ANNEXURE -IV - PRICE BID ISSUES

39. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

40. In respect of **Two-Bid** system, the TECHNICAL BIDS forwarded by the Bidders will be evaluated by the Customer with reference to the technical criteria and terms & conditions as mentioned in the tender. The compliance of Technical Bids would be determined on the basis of the parameters specified in the tender. **The COMMERCIAL BIDS of only those Bidders will be opened whose Technical Bids would clear the Qualification and Technical evaluation**.

(a) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the **Commercial-Bid.** All columns of the Commercial Bids shall be filled in by the bidder. In the event no rate has been quoted for any item(s), leaving space blank will be presumed that the contractor has included the cost of this / these item(s)

in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids.

(b) No document is required to be attached with the commercial bid. Unreasonably inflated or deflated bids may be avoided. Cutting/alteration made in the tender shall render it invalid. The Principal, Army Institute of Education, Greater Noida . reserves the absolute right to reject the tender without assigning reason whatsoever it may be.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Customer. The contract will be awarded to the lowest bid after totaling of all jobs.

(e) The price negotiation will be carried out with the L1 bidder only.

# ANNEXURE –V–ELIGIBILITY CRITERIA AND TECHNICAL BID

# (AS PER SCOPE OF WORK)

# ELIGIBILITY CRITERIA CHECKLIST

42. Tenderer will be considered technically eligible on submission of following documents and will be allowed to participate in commercial bid: -

S. NO	ITEM	YES	NO
(a)	GST number/ Attested copy of registration number of firm.		
(b)	PAN card details		
(C)	Allotment of EPF and ESI number.		
(d)	ITR of last three years		
(e)	Should have successfully completed similar works in last three years continuously		
(f)	Earnest money in the form of demand draft/pay order for Rs.10,000/- drawn in favour of the Army Institute of Education (AIE), Greater Noida which will be returned on completion of work.		

# ANNEXURE -VI - COMMERCIAL BID

# COMMERCIAL BID FOR ARBORICULTURE CONTRACT

S No	Trade/ Nature of work	employed	Rate of one employee per month	Cost of Total employees per month (in figure)	
1	Supervisor	1			
2	Mali/Gardener				
3	Cost of provisioning od equipment per month	Job			
4	Cost of provision of manure and material per month	Job			
	Total Cost per month including tax				

Seal of Agency

Signature of Proprietor

Dated: Sep 2024

# <u>Note</u>: -

1. The bidder should inspect at the site before filling the tender.

2. The contractor shall quote the rates as per format of above table indicating job cost and GST/TAXES separately.

3. All the taxes, GST etc. complete and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected outrightly.

4. All the material should be of good quality and of reputed market brands for use in work. No material shall be supplied by the AIE. Quantity/amount can be increased or decreased.

5. The terms and conditions mentioned in the tender document will be considered to the benefit of the AIE if any duplicity in terms and conditions mentioned in the tender arises.

(Col Abhay Rajvanshi) (Retd) Registrar & HoA

# ANNEXURE -VII - TENDER FORM

#### ARMY INSTITUTE OF EDUCATION, GREATER NOIDA TENDER FORM ARBORICULTURE CONTRACT

1. Name, Address of Firm/Agency and Telephone Number\_\_\_\_\_

2. Name, Designation, Address and Telephone Number of Authorized person of Firm/Agency to \_\_\_\_\_\_

3. Please specify as to whether tenderer is a Sole Proprietor/Partnership Firm Name, Address and Telephone Number of Director/Partners should be specified.

	(a)	(b)				
	(c)	(d)				
	(e)	(f)				
4.	PAN No of Income Tax Deptt 8	&				
	Clearance Certificate					
5.	Provident Fund Account No					
6.	ESI No	_				
7.	Licence No under Contract Labour (R&A) Act					
8.	Service Tax Registration No					
9.	Details of Earnest Money depo	osited: -				
	(a) Amount: Rs					
	Rupees		in words)			
	(b) Bank Draft/Pay Order No					
	(c) Date of issue of DD/PO					
	(d) Name of issuing authority	/				
	Details of experience with regan n such contracts awarded. Copie per of agencies, are much then	es of the satisfactory reports s	should be attached. In case			

 11. I, Shri \_\_\_\_\_\_\_S/O , W/O, Shri \_\_\_\_\_\_

resident of (Local Address \_\_\_\_\_\_\_

solemnly state that I have not so far been

etc.

black listed by any of the Institution/Offices in which I have worked/run shops.

12. Declaration by the Contractor: -

"This is to certify that all the Information provided above is correct to the best of my/our knowledge and belief. I/We further certify that I/We have read and fully understood all the terms and conditions contained in the tender enquiry for providing Arboriculture services to AIE Greater NOIDA issued on 25 Jul 2022, hereby and undertake to comply with them fully (Please indicate specific clauses which are NOT COMPLIED WITH FULLY OR PARTIALLY), IFTHE CONTRACT IS AWARDED TO ME/US."

(Signature of Tenderer)
NAME:
DESIGNATION :
ADDRESS :
Tele/Mob No :
(O) : (R) :

Dated:

2024