

REQUEST FOR PROPOSAL (RFP):

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR GARDEN
AT
BAI JERBAI WADIA HOSPITAL FOR CHILDREN,
ACHARYA DONDE MARG,
PAREL, MUMBAI - 400012.**

**Sr. Project Officer
Admin Department
Acharya Donde Marg,
Parel, Mumbai- 400012.**

Ref No. Bs - garden / 2021-01/03 ; 16.01.2021

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REQUEST FOR PROPOSAL

Tender for 2 years Comprehensive Annual maintenance Contract of Gardens at Bai Jerbai Wadia for Children, Acharya Donde Marg, Parel, Mumbai- 400012.

BJWHC invites tender for the above referred work. Tender Documents can be obtained from Building Supervisor Dept, Nowrosjee Wadia Maternity , Acharya Donde Marg, Parel, Mumbai- 400 012. The same must be submitted at office of Dispatch, Bai Jerbai Wadia for Children, Acharya Donde Marg, Parel, Mumbai-400012 on or before 4:00 pm on 27.01.2021.

The Contractor has to quote for the monthly charges payable for Comprehensive AMC of the above referred work (Excluding work) which shall include but not limited to:

Maintaining & upkeep of all trees, Plants, shrubs, Herbs, Grass, Potted plants, indoor plants etc in good and healthy condition.

Regular watering, pruning, cutting of grass, trees (excluding big), shrubs as required.

Providing and applying necessary consumables like soil, manure & fertilizer and pesticides (as & when required)

The contractor has to provide two skilled Gardeners 6 days in a week (1 day weekly off) and all the required tools and tackles, flexible pipes etc.

The contractor will also be responsible for periodic removal / disposal of the plant wastes from site (at least once a month)

Water will be provided by free of cost. The cost of trimming big trees, if required, will be paid in addition to the monthly maintenance charges. Trimming will have to be made with prior cost approval of the hospital.

No other charges will be paid during the period Comprehensive AMC is in force.

Gardener will be stationed at BJWHC at Parel on all working days from 7 am to 4 pm. BJWHC at its discretion may also send the gardener to its other buildings/ other locations as per requirement in which case the actual conveyance cost from and back will be paid.

Bidders are advised to inspect the site at BJWHC before quoting for the work.

Date of issue of RFQ : 00.00 Hrs from 18.01.2021

Time and date of submission : on or before 4 pm, 27.01.2021 at office address given below.

Time and date of opening of technical bid of tender: at 10 am on 30.01.2020. (The price bid of the bidder who meets the prequalification criteria and other technical terms and conditions will be opened)

Incomplete information may lead to non-consideration of the proposal.

Tender process shall be carried out in regular two bid system [Technical bid & Commercial bid].

The reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reason whatsoever.




Sr. Project Officer

Schedule of Events

Date of pre bid meeting	11:00 am on 25.01.2021
Last Date of submission of Technical and Commercial Bid	4:00 pm on 27.01.2021
Opening of Technical Bids	10:00 am on 30.01.2020
Address for communication - And submission of bids	Chief Executive Officer Bai Jerbai Wadia for Children Acharya Donde Marg, parel, Mumbai- 400 012
Commencement of works	Within 2 days of receipt of work order. If the same is delayed more than 15 days, is at liberty to terminate without giving any notice.
Contract Period	2 years. (the same can be renewed at same terms and conditions for further period of two years at discretion of)

RFP CONDITIONS

1. INTRODUCTION

Brief Scope of Work: Maintenance of Gardens At Bai Jerbai Wadia for Children, Parel.

The Bidder should visit the premises to get a brief knowledge about the area and nature of various works.

2. ELIGIBILITY CRITERIA:

2.1 The Bidder should have the following registration certificates without which the tender may be rejected:-

- a) Certificate of Incorporation, Articles & Memorandum of Association in-case of Companies / partnership deed & registration of partnership firm in-case of firms / any document proving Ownership of a proprietary firm
- b) PAN number of the Company/Firm/Bidders
- c) GSTN number.
- d) Certificate of Registration under Shops & Establishment Act.
- e) Certificate of Registration with the Office of the Regional Provident Fund Commissioner
- f) Certificate of Registration with Employees' State Insurance Corporation
- g) Valid registration certificate / license with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.

2.2 The Bidder should have a minimum 05 years of experience (as on 31.10.2017) in work of similar nature for Garden in Commercial / Residential campus, Educational / Training institutes of Govt organizations. The bidder should furnish previous work orders / Completion certificates for establishing the experience.

2.3 The bidder should have a minimum average annual turnover of Rs. 6 lacs for the previous three years (as on 31-03-2018). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2015-2016, 2016-2017 and 2017-2018, establishing the turnover criteria should be submitted.

2.4 The bidder should have executed / in-progress work of similar nature in Mumbai / Navi Mumbai / Thane. The value of the annual maintenance contract should be at least of

- a) One annual contract of Rs. 4 lacs
- b) Two annual contracts of Rs. 2.5 lacs each
- c) Three annual contracts of Rs. 2 lacs each

For establishing the eligibility criteria 2.4, the bidder should furnish work orders / Completion certificates specifying the contract value during the period 2015 to 2018.

2.5 The bidder should have an office in Mumbai / Navi Mumbai / Thane districts.

3. BIDDING DOCUMENTS

Quotation has to be submitted in 2 separate envelopes super scribed Technical Bid / Commercial Bid for "AMC for Garden at Bai Jerbai Wadia for Children" together as per the procedure narrated below. The quotations should be submitted in dispatch counter at Bai Jerbai Wadia for Children.

Each paper of RFP documents should be stamped & signed by the authorized official of the company with a seal of the company.

3.1 First Envelope (Technical Bid) should contain the forwarding letter along with the following documents / certificates specified in the below table for establishing the eligibility criteria of the bidder.

SR NO	DOCUMENT/CERTIFICATE DESCRIPTION	YES/NO	DETAILS
01	Certificate of Incorporation, Articles& Memorandum of Association in-case of Companies / partnership deed & registration of Partnership firm in-case of firms / any document proving Ownership of a proprietary firm.		
02	PAN number of the Company / Firm / Bidder		
03	Certificate of Registration under Service Tax Act & AT/GST		
04	Certificate of Registration under Shops & Establishment Act		
05	Certificate of Registration with the Office of the Regional Provident Fund Commissioner		
06	Certificate of Registration with Employees" State Insurance Corporation.		
07	Valid registration certificate / licence with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.		
08	Previous work orders / Completion certificates For establishing the minimum 05 years of Experience (as on 31-03-2018) in maintaining Garden works in Commercial /Residential campus, Educational /Training Institutes of Govt Organizations only.		
09	Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2015-2016, 2016-2017 And 2017-2018 establishing the minimum average Annual turnover of Rs. 4 lacs for the previous three		
10	Work order / Completion certificate of executed work in last 5 year from 2014 to 2018 in Mumbai/Navi Mumbai/Thane.		

The Technical proposal should NOT contain any price information. Such proposal, if received, will be rejected.

All documents submitted should be serially numbered as shown above with forwarding letter along with its Annexure. All the pages of the certificates / documents submitted should be self-attested with Company Seal & signature.

Hospital may seek additional documents / information for ascertaining the eligibility of the Bidder.

Please note that all the information / documents desired are provided. Incomplete information may lead to non-consideration of the proposal.

After scrutinizing the Technical Bid parameters, Bidders who qualify will be shortlisted.

Bidders who fulfil the requirements of Technical Bid will only qualify for opening of 2nd envelope i.e. commercial Bid.

3.2 Second envelope (Commercial Bid) should contain "Bill of Quantities" specifying their price. The price quoted should contain a single sheet as per Annexure - BOQ on the Bidder's letter head wherein the **Base Price is only to be mentioned under the signature and seal of the Bidder, GST will be paid by the separately.**

3.3 Documents constituting the Bid

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the bid at the discretion of the .

3.4 Clarification / Amendment of Bidding Document

- 1) Bidder requiring any clarification of the Bidding Document may notify the in writing at the address or by e-mail indicated as per time and date mentioned in Schedule of Events.
- 2) A **pre-bid meeting** is scheduled as per time and date mentioned in Schedule of Events.
- 3) Text of queries raised (without identifying source of query) and response of the together with amendment to the bidding document, if any, will be informed through individual clarification which will be sent to the bidders
- 4) Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up in writing by . All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. will not take responsibility for any omissions by bidder.

- 5) At any time prior to the deadline for submission of Bids, the , for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 6) In order to enable bidders reasonable time in which to take amendments into account in preparing the bids, the , at its discretion, may extend the deadline for submission of bids.
 - A. Successful Bidder will have to enter into an agreement with the. The format of the agreement shall be designed drafted based on the Terms & Conditions / Clauses mentioned in this RFP document. However, Hospital reserves the right to add / delete any other Clauses in this Agreement. The successful Bidder should forward a letter specifically indicating the names of their personnel who will be providing services in different heads.
 - B. Decision of Hospital in regard to interpretation of the Tender Conditions, Terms & Conditions, Scope of Work, Agreement, Payment terms, etc. shall be final and binding on the Contractor. In case of any dispute between the Contractor and the Hospital, the Hospital shall have the right to decide. However all matters of jurisdiction shall be subjected to courts in Mumbai.
 - C. Hospital reserves its right to reject any or all the Tenders / Quotations without assigning any reasons therefore and the Hospital's decision shall be final and binding.

TERMS & CONDITIONS OF THE CONTRACT

1. MANPOWER, WAGES, ETC.

The Contractor should ensure to comply with all the provisions of Labour Act / State / Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, Bonus, gratuity, ESIC, etc. relating to workers provided to the Hospital. The Hospital shall have no liability in this regard.

The Contractor shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

All personnel provided by the Contractor will be on the payrolls of the Contractor / Company.

That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from the Hospital.

The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

2. SAFETY, SECURITY, ETC.

That the Hospital shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing / discharging their duties / visiting Hospital's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Hospital's premises and externally for materials belonging to hospital at all times. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.

The Contractor should issue a valid Company Identity cards to all their staff personnel who will be providing services under this contract.

The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works.

The Contractor personnel shall report to the Security Reception of Gate No 4 while entering & exiting the premises. All personnel of Contractor will be subjected to a thorough physical checking while coming and leaving the colony. Those persons so deputed will sign in the Register for arrival and departure at the site.

3. PAYMENT TERMS

Payment of AMC shall be made post monthly basis. Copy of the routine maintenance works have to be submitted along with the Bills.

There would be no increase in rates payable to the Contractor during the Contract period. In-case of renewal after the initial contract period of two year, the contract value shall be increased at Hospitals own discretion.

Payment of wages to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank and proof of same will be provided to Hospital in first week of every month.

The timings of staff will be from 7:00 a.m. To 04.00 p.m .

The Hospital shall reserve the right to deduct the pro-rata charges for the absence of any Staff member of the Contractor.

In case of any lapse on contractor's part in proper maintenance of garden, the Hospital has got right to deduct the pro-rata charges for the period.

The Contractor shall be responsible for any loss due to theft/ pilferage/ damage of the Hospital Property when such losses caused due to negligence or carelessness or any fault on the part of the Contractor or any of his employees and also liable to pay to the Hospital such amount of loss as may be assessed.

The Contractor shall be responsible to pay rates and wages to his employees and observe hours of work and conditions of employment as per existing rules under the minimum wages act. The contractor shall be responsible and will ensure that the workmen are paid wages, which are not lower than the minimum wages prescribed by the Central/ State Government, and shall be responsible for proper maintenance of all registers, records and accounts so far as the same relate to compliance of any statutory provisions/ obligations.

The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes now in force or hereinafter imposed increased or revised from time to time by the Central/ State Govt. or any authority with respect to or covered by wages, salary or other compensation paid or payable to persons employed by him.

The contractor shall be responsible for all the claims of his employees and the employees shall not make any claim whatsoever against the Hospital. The contractor's workmen shall not have any right whatsoever for absorption in the Hospital.

The contractor shall be responsible for payment of their wages and dues to their employees and he shall be liable for any liability arising out of violation of any law, local or central. It will be the responsibility of the contractor to ensure that his direction carried out by the persons employed by him.

The contractor shall indemnify the Hospital against any penalties/ claims for any default on his art.

The contractor should fully comply with all applicable laws and rules and regulations relating to the Provident Funds Act including the payment of provide fund contribution. Payment of Bonus Act. Workmen Compensation Act, and / or such of the Acts or laws or regulations passed by any Central/ State Governments, Employees State Insurance Corporation. Municipal Authority including TDS as per the IT Act.

The contractor shall bind himself/ / executors or administrators shall indemnify the Hospital against all claims, damages, proceedings, costs, or any expenses whatsoever may be imposed, enforced or brought against the Hospital or any of its directors or employees for reasons or consequent upon any breach or default on the part of the contractor in respect of violation of any provisions of Law/ Act/ Rule/ Regulations having the force of Law.

The contractor shall obtain adequate insurance policy in respect of the workmen engaged by him for the work towards meeting the liability of compensation arising out of death, injury, disablement etc. The contractors should also be responsible to comply with statutory requirements including fire safety regulations.

The contractor shall provide weekly off/ holidays to his workmen as per labour laws but it shall be his responsibility to ensure uninterrupted services to the Hospital on all days.

The contractor shall come to an end by efflux of time or earlier by one month's notice at the option of the Hospital. If during the currency of the contract any Govt notification prohibits engagement of the contract labour for the purpose for which the contractor has been engaged, the contract will come to an end forthwith and no compensation will be paid to the contractor.

The contractor shall be responsible for liquidating damages on failure of breach of the terms and conditions of the contract.

The Hospital reserves the right to terminate the contract by giving one months prior notice in writing without assigning any reason therefore.

4. CONSUMABLES & TOOLS:

The cost of essential day to day consumables like manure, pesticides, soil, garden tools, machineries, irrigation system, seeds, plants, herbs, shrubs, saplings, etc. has to be included in the annual maintenance contract value itself. No extra charge shall be paid on this account.

However, need based arrangement for pots, etc. has to be brought to the notice of the Hospital and the works have to be carried out as per the advice of the concerned Officer. The cost of such pots, etc. shall be borne by the Hospital.

TERMINATION OF THE CONTRACT

The Hospital reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hours' notice. The Hospital also reserves its right, to claim damages for such breaches and the decision of the Hospital in this regard shall be final. Hospital can terminate the agreement if the services provided by the Contractor are found to be dis-satisfactory. The Hospital can terminate the agreement by giving 30 days' notice in writing. However, the Contractor can terminate the agreement by giving 90 days' notice in writing to the Hospital.

FORCE MAJEURE

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavors to minimize any such delay.

BUSINESS TERMINATION

In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or protection of rights of creditors, then this agreement shall terminate and be of no further force and effect.

If the Hospital does not avail of certain service(s) mentioned in the Scope of work, then the Hospital shall not pay for that/those service(s). The Hospital shall have the right, during performance of the maintenance contract to change the scope and/or technical character of the maintenance contract.

SCOPE OF WORK

1. PERFORMANCE / SPECIFICATION OF WORK The contractor has to perform following activities.

- a) Daily watering
- b) Weed removing
- c) Trimming & pruning
- d) Soil mulching
- e) Lawn mowing
- f) Hedges cutting etc.
- g) Shrubs cutting
- h) Cleaning garden areas
- i) Farming- Soil, compost, Amendment, Planting, watering, weeding, Harvesting

Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required.

Applying pesticides like insecticide and fungicide alternate month or as and when required with prior approval from the undersigned..

Maintenance of Vermi Compost pits. Disposal of dry / fallen leaves etc.

3. REPLACEMENT GUARANTEE

Any plant or shrubs or Ground covers died due to any reasons, will be replaced with the items with same species immediately. (Size of plant may vary as per availability).

4. OTHER MISCELLANEOUS WORKS

Maintenance services for the gardening work as follows (as per direction of the Hospital with labour, materials, tools, tackles & plants).

5. LAWNS

Forking the ground, cutting the grass, top dressing, flooding with water, de weeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, chemical fertilizer including applying anti termite chemicals, insecticides, rodent treatment, etc. all complete.

6. GARDEN, SEASONAL FLOWER BEDS AND NURSERY

Forking the ground, rotation of soil, removing and disposal of weed, wild growth, top dressing, watering, cutting, pruning, removing old leaves and unwanted growth, seed sowing of approved quality and specy, growing seedling, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, grafting, manuring with Eiump manure, compost, chemical fertilizers, applying anti-termite chemicals, insecticides, supporting the growing plants with split bamboo supports, providing temporary sheds over the growing seedlings, all as per approved samples, dosage and quality complete.

7. SHRUBS, TREES, GROUND. COVERS, SHADE LOVING FOLIGES AND CREEPERS

Hoeing the ground, removing and disposal of weeds/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. all complete.

8. GENERAL MAINTENANCE

Pruning:- Clipping and trimming of hedges and edges, trimming of shrub plants, trees creepers, bougainvillea's, etc. at regular intervals, stacking & disposing off/ remove the trimmed branches and other related waste of the plants immediately anywhere in the Academy or outside, as directed by making own arrangements at the cost of the contractor.

9. Any areas, if added at later stage in future in any specified items of schedule of items & rate would be minted under the maintenance on the quoted rates.

10. The contractor is responsible for operation and maintenance of the Horticulture hydrants.

11. MATERIAL AT SITE

The contractor must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site & kept in hidden places to avoid public view when not in use.

12. Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved / unpaved lawns & disposing off the same on daily basis outside hospital or as directed by officer in-charge. All cost pertaining to this will be borne by the contractor.

13. Fine dressing of the ground including providing of additional soil at contractor's cost.

14. Spreading of sludge, dump manure and good earth in required thickness and as directed by officer in charge.

16. Mixing earth and sludge or manure in proportions specified etc or as directed by officer in charge.

17. Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving including supplying good earth if needed and as directed by officer in charge.

18. Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed by officer in charge. Lawn area includes flower beds, as well.

19. PRUNING

Clipping and training of hedges and edges, trimming of shrub plants trees creepers and bougainvillea's etc, at regular intervals , stacking of plants as and when required / and as instructed by Officer In- charge.

20. PLANT PROTECTION

Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The contractor will supply pesticides, insecticides and fungicides and as directed by officer In-charge.

21. LAWN MOVING

Lawn moving at a regular interval of 7-10 days or as per direction of Officer In-charge.

22. FERTILIZER

Manure and fertilizers specified shall be applied by the Contractor as required and under the direction of the officer In-charge. Manure & fertilizer shall be provided by the contractor at this own cost.

23. IRRIGATION:

Daily adequate watering of gardens, lawns, pot plants, plants/trees, etc. with hose pipe or sprinkler system in different areas should be done regularly and as directed by officer in charge. Contractor will make his own arrangement of the irrigation system like hosepipes, sprinklers, etc. in adequate quantities. The Contractor is responsible for the routine maintenance of existing sprinkler/drip irrigation system.

24. POTTED PLANTS

The existing potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors.

25. Preparation of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.

NOTE: All the above mentioned scope of works is indicative and not exhaustive. Hospital reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the Gardens, lawns, trees, etc. inside the campus.

BILL OF QUANTITIES

<u>Sr No</u>	<u>DESCRIPTION</u>	<u>Amount per Month</u>
01	Providing Garden Maintenance Services including the Cost of all necessary man-power, tools, machineries, consumables etc required for providing services as per the terms and conditions and Annexure	
	* GST as applicable will be paid in addition to quoted amount	

Sign and Seal of Applicant