



Reserve Bank of India
Estate Department, Rail Head Complex
Jammu-180012
<https://www.rbi.org.in>

E-Tender: Annual Maintenance Contract (AMC) for horticulture maintenance work at Reserve Bank's staff colony at sector 9, Trikuta Nagar and Bank's premises, Jammu

Reserve Bank of India, Jammu invites e-tender for 'Annual Maintenance Contract (AMC) for horticulture maintenance work at Reserve Bank's staff colony at sector 9, Trikuta Nagar and Bank's premises, Jammu'. The e-tendering shall be done through the e-tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All eligible and interested companies / agencies / firms must register themselves with MSTC Ltd. through the above-mentioned website to participate in the e-tendering process. The Schedule of e-tender is as follows:

Estimated cost of the work	₹16,50,360/- (Rupees Sixteen Lakh Fifty Thousand Three Hundred and Sixty Only)
Availability of Online application form from	February 25, 2021
Last date and time for submission of duly filled /completed Application Online	March 16, 2021 up to 03:00 p.m.
Date of opening of the Online applications	March 16, 2021 (03:30 p.m. onwards)

Date : February 25, 2021

Regional Director
Reserve Bank of India
Jammu



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
JAMMU**

E- Tender

For

**ANNUAL MAINTENANCE CONTRACT (AMC) FOR
HORTICULTURE MAINTENANCE WORK AT RESERVE BANK'S
STAFF COLONY AT SECTOR 9, TRIKUTA NAGAR AND BANK'S
PREMISES, JAMMU**

Part I (Techno-Commercial Bid)

Last Date of Submission : - March 16, 2021 up to 3:00 PM

Date of Opening of Tender : - March 16, 2021 up to 3:30 PM

Reserve Bank of India
Estate Department
Jammu
NOTICE INVITING TENDER
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

Name of Work:	ANNUAL MAINTENANCE CONTRACT (AMC) FOR HORTICULTURE MAINTENANCE WORK AT RESERVE BANK'S STAFF COLONY AT SECTOR 9, TRIKUTA NAGAR AND BANK'S PREMISES, JAMMU
Period	April 01, 2021 to March 31, 2022
Mode of Tender	e-Procurement System (Online Part-I – Techno - Commercial Bid and Part-II - Price Bid through www.mstcecommerce.com)
E-Tender No	RBI/Jammu/Estate/ 400 /20-21/ET/610
Date of NIT available to parties to download	February 25, 2021 at 17:30 hrs.
i) Estimated Cost of Work	₹ 16,50,360/-
ii) Earnest Money Deposit (MSE firms are exempted from the payment of EMD subject to the submission of MSE registration certificate along with Part-1 of the Tender.)	₹ 33,007/- in RBI Jammu A/c No.8714295, IFSC Code : RBIS0JMPA01 (0=Zero) {Intimate/ forward the transaction details on estate@rbi.org.in and sameersaini@rbi.org.in }
iii) Performance Bank Guarantee	5% of contract value valid for the period of the contract to be submitted by the successful tenderer in <i>above account</i>
iv) Transaction Fee	<i>It will be shown at MSTC portal and payment will be made online only.</i>
Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	As soon as Tender Fee is submitted to MSTC through their Website.
Date of closing of online e-tender for	March 16, 2021 up to 3:00 PM

submission of Techno-Commercial Bid & Price Bid.	
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	Part I (Techno-Commercial Bid) of the tender shall be opened at March 16, 2021 up to 3:30 PM. If no special conditions are put forth by the bidders, Part II (Price Bid) of the tender shall also be opened thereafter on the same day or else Part II (Price Bid) shall be opened on a subsequent date which shall be intimated to the bidders.

Note : The Bank reserves the right to accept the tender in whole or in parts thereby awarding work to one firm/company or more than one firm/company. The Bank also reserves the right not to accept any tender without assigning any reason thereof.

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Jammu. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Jammu is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RBI Jammu → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAMMU, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC):</p> <p>MSTC: MSTC Helpdesk number: 011-23212357, 011- 23215163, 011-23217850 from 1000 hours to 1730 hours. Website Address: "https://mstcindia.co.in/content/contact.aspx"</p> <p>Contact person (RBI Jammu):</p> <p>i) Sh. Rohan Sethi, Manager, Estate Dept, e-mail: rohansethi@rbi.org.in Mob: 7006598660 Phone No.: 0191-2472481.</p> <p>ii) Sh. Sameer Saini, AM, Estate Dept e-mail: sameersaini@rbi.org.in Mob: 9571892634</p>
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	<p>Phone No.: 0191-2472481.</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 8 (x86 Offline) and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, JAMMU. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: Payment of transaction fee is online on MSTC site after making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details,</p>

	<p>namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and Security Deposit through separate NEFT/Mobile banking in advance to the Reserve Bank of India Jammu.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Jammu and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, JAMMU as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary Security Deposit, Tender fees (If ANY) and Transaction separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on Security Deposit. Security Deposit of the unsuccessful bidder(s) will be refunded by RBI, JAMMU.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments →RBI Jammu Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid.(for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on</p>

	<p>the “Final Submission” button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, “Withdraw bid” and “Delete bid”. If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAMMU has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Security Deposit of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

SECTION-I

LETTER OF SUBMITTAL OF TENDER IN OFFICIAL LETTERHEAD OF THE APPLICANT

Shri Kamal P Patnaik,
Regional Director
Reserve Bank of India
Rail Head Complex
Jammu- 180 012

Dear Sir,

Having examined the details relating to the tender described hereunder in the Memorandum and having visited and examined the site of the works and also having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said tender within the time specified and at the rates mentioned and instructions in writing referred to in conditions of the tender and conditions of the contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

A	Name of work	:	Tender for Annual Maintenance Contract (AMC) for Horticulture Maintenance Work at Reserve Bank's Staff Colony and Office Building at Jammu
B	Estimated Cost	:	Rs. 16,50,360/-
C	Period	:	12 months, April 01, 2021 to March 31, 2022
D	Earnest Money Deposit (EMD) (MSE firms are exempted from payment of EMD subject to the submission of MSE registration certificate along with Part-1 of the Tender).	:	Rs. 33,007/- (to be submitted along the tender through online mode only) The bank details for NEFT are A/c Name: Reserve Bank of India, Jammu; A/c Number: 8714295 IFS Code: RBIS0JMPA01 (0=Zero)
E	Performance Bank Guarantee	:	5 % of contract value as in work order (to be submitted by the successful tenderer before the execution of the work).

2. Should this tender be accepted in whole or in part, I/we hereby agree to fulfill the terms and provisions of the said conditions of the contract annexed

hereto for "Annual Maintenance Contract (AMC) for Horticulture Maintenance Work at Reserve Bank's Staff Colony and Office Building at Jammu" from April 01, 2021 to March 31, 2022 and work as per the rates accepted by the Bank.

3. I/We have deposited a sum of Rs. 33,007/- as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me /us to the Reserve Bank of India.

4. Our bankers (with full address) are:

(i)

(ii)

5. The names of partners of our firm are:

(i)

(ii)

6. Name of person having Power of Attorney to sign the contract is:

(Certified true copy of the Power of Attorney should be attached)

7. Check list for documents submitted or not submitted

Sr. No.	Documents	Submitted	Not Submitted
(a)	Duly filled in & signed Tender Documents		
(b)	Trade License/certificate of incorporation/partnership deed		
(c)	Copy of PAN Card & other related Income Tax documents		
(d)	Copy of Certificate of Registration with J & K sales Tax Department for payment of Goods and Services Tax		

8. I/we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Date :

Signature of the contractor/s :

Place :

Seal having Address :

Landline/Mobile No.

: _____

Witnesses:

1. Name:
Address

(Signature)

2. Name : _____
Address

(Signature)

SECTION-II

ARTICLE OF AGREEMENT

This Agreement made on this _____ day of _____ 2021 between Reserve Bank of India, having its office at Rail Head Complex, Jammu-180012 (hereinafter referred to as the "Bank") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part and M/s _____, having its office at _____

_____ (hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the contractor is carrying on the business of maintaining gardens and horticulture related works and has adequate experience in such jobs for rendering such services.

And whereas the Bank is desirous of availing services of the contractor for the purpose as indicated in the letter No. _____ dated _____.

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

This agreement will come into effect from April 01, 2021 and will remain in force up to March 31, 2022 or unless it is terminated as per the terms herein after contained.

The quoted charges of ₹. _____ (Rupees _____ only) covering the cost of manpower deployed, material used and machinery deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

The above charges also include Goods and Services Tax, Insurance charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or any State Government or any Local Authority.

The contractor shall be responsible for providing services on regular basis as per the terms and conditions of the tender.

SERVICES TO BE RENDERED BY CONTRACTOR

The contractor shall:

- 1) Ensure that he deploys competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the maintenance works.
- 2) Be responsible for and arrange to bear costs of such equipment, materials and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
- 3) **Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purposes for rendering the services required by the Bank under the agreement. Written records for having made these payments will be submitted to the Bank, at monthly intervals, for its verification. The contractor shall maintain a register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the Bank's Security Officers. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of all the labour laws enacted by Ministry of Labour and Employment, Government of India which are implemented through the offices of the Regional Labour Commissioner (Central) such as, The Contract Labour (Regulation and Abolition) Act 1970; The Building and Other Construction Workers (Regulation of Employment and Condition of Services) Act 1995; Interstate Migrant Workmen (Regulation of employment of and condition of Service) Act 1979; The payment of Wages Act 1956; The Minimum Wages Act 1948; The Equal Remuneration Act; The Payment of Gratuity Act; The Payment of Bonus Act 1965; The Industrial Disputes Act, 1947; Child Labour(Prohibition and Regulation) Act, 1986; The Maternity Benefit Act 1961 shall be strictly implemented by the contractor insofar as the same are applicable to this contract.**

The contractor only shall be responsible for liabilities, if any, in this regard.

- 4) Ensure that all persons employed by him, for the purposes for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any person, animals or any other things.
- 5) Ensure that his employees, while on the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
- 6) Personally, and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- 7) Ensure that no employee of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- 8) Be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- 9) Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.
- 10) Provide distinct uniforms to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.
- 11) Obtain Police Verification of all his/her employees or agents.

12) **Scope of work:**

RBI, Main Office Building Premises-Rendering services of one supervisor for 2 hours, three gardeners for eight hours for attending the day-to-day horticulture maintenance works

RBI Staff Quarters- Rendering services of one supervisor for one hour, two gardeners for eight hours for attending the day-to-day horticulture maintenance works

Qualification and Services of supervisor: The Supervisor should have a minimum of five years of experience in Horticulture, garden maintenance work or minimum qualification which is diploma holder in the relative field. The supervisor shall:

- Daily report to the Caretakers of Both the properties, plan the day's work, give directions to his gardeners and ensures the completion of the work to the satisfaction of the Bank.
- Daily take round of all the garden areas, flower beds, indoor and outdoor potted plants and subsequently rectify the defects and ensure the satisfactory maintenance of all the horticulture work.
- Supervise the entire horticulture maintenance work in RBI Staff quarters and Office premises.
- Take directions from the Bank's representative (Caretaker/Security Officer/AGM (T-C)/JE (Civil) or any other officials authorized by the Bank for maintenance work and complete the work by giving proper directions to Gardeners.
- Shall be the firm representative and shall be responsible for all the horticulture related maintenance work in Staff quarters and Office premises.

Qualification and services of Gardener: The Gardener should have a minimum 3-year experience in gardening and horticulture work. The gardeners will be considered as a semiskilled labour employed in agriculture related work. The services of the gardener will be same as given in para no. 13 in this section.

13) The following work shall be included in the scope of work:

- a) Lawn maintenance, garden maintenance, grass cutting, dressing the trees/hedges and plants, removal of wild grasses from lawn trimming of branches of Asoka trees, Neem trees etc and also immediate disposal of fallen trees out of Bank's/Colony's premises.
- b) Carefully removing of plants like peepal, grass and shrubs etc. from building blocks/around the building blocks, drainage line, if any, uprooting the shrubs and wild vegetation's from garden area, jogging track, near roads and building structure as well as children's park.
- c) Watering all plants (pipe will be provided by the contractor) and lawn grass time to time to avoid drying of plants and lawn.
- d) Collection of the leaves fell on the garden area and dispose it out of the premises at locations identified by the municipality (fees of local authority for obtaining their permission shall be responsibility of the successful contractor), etc.
- e) Planting of new, saplings plants as and whenever advised by Bank, removing the debris from Bank's premises.
- f) The plants, trees and green area shall be provided with approved pesticides and filling with approved garden soil mixed with Bio Organic/processed Manure, Farm yard manure, Neem cake Mustard Cake, vermi compost, zinc, DAP, methyl parathion etc. in standard proportion as per the manufacturer's specification at least once in a quarter
- g) The Contractors shall keep all the tools, tackles, hose pipes, etc. of his own, required for the proposed horticulture work. The water sources are provided at the various convenient locations and the contractors shall

maintain the desired length of leak proof hose pipe at site for adequate day to day watering.

- h) The Contractor shall maintain the potted plants kept in premises and place them at prominent locations. Same may be replaced weekly with alternate available potted plants. The supervisor shall also ensure that on the occasion of Republic Day and Independence Day, the flower pots shall be arranged and placed by the gardeners as per the direction of the Bank.
- i) The dead or decayed potted and grounded plants which were decayed due to bad maintenance by the gardener, may be replaced by the contractor at his own cost.
- j) The rate shall also be inclusive of providing rain coat in rainy season and uniform to the gardeners of approved shade and pattern (name of the firm shall be printed on this uniform).
- k) Carefully Cutting/uprooting the grass and other wild vegetation growth at open ground, around the boundary wall and of jogging track in staff quarters either by manual or mechanical means, the uprooted grass/plants shall be disposed properly out of the colony premises as per the local municipal laws etc.

14. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act-2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal Complaints Committee constituted by the contractor and contractor shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

15. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

16. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at the times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose

any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential

information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

TERMINATION OF AGREEMENT

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if.

- i. In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
- ii. the contractor commits a breach of any terms and conditions of this agreement and/or
- iii. the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor and/or
- iv. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- v. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
- vi. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

ARBITRATION

If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Jammu and only courts in Jammu shall have jurisdiction to determine the same.

STAMP DUTY

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Contractor shall retain the duplicate.

In witness, thereof the parties hereto have subscribed their respective hands hereto and, on a duplicate, hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri _____

(sign and seal of the company)

(Contractor)

Witnesses

1.

2.

Signed and delivered for and on
Behalf of Reserve Bank of India by
Shri

(sign and seal of the Bank)

_____ its duly

authorized officer in the
presence of

1.

2.

SECTION-III

GENERAL INSTRUCTIONS TO TENDERERS (To be read in relevance to e-tendering process only)

1. Downloading tender document and Submission of Tender:

Intending tenderers who have experience in maintenance work of horticulture gardening, lawns, shrubs and plants etc. shall download tender document by visiting MSTC website from **February 25, 2021 at 17:30 hrs.** Tender for "**Annual Maintenance Contract for Horticulture work at Bank`s Office Building and RBI Staff Quarters Sector 9 Trikuta Nagar, Jammu**" shall be uploaded/submitted through MSTC website strictly in accordance to the procedures prescribed in NIT of this document & will be remain open to the tenderer for participation before **March 16, 2021 up to 3:00 PM** under any circumstances whatsoever.

2. Part I – Technical & Commercial:

a. Part-I shall contain the unpriced tender consisting of scope of works as specified, deploying skilled & semiskilled workers, documents and commercial terms and conditions etc. Earnest Money shall be submitted through NEFT only.

b. Part-I of the tender as submitted shall contain the following and to be deposited at the Office of RBI, Estate Department, Jammu unless otherwise stated separately in this document:

(i) Intending tenderer has to deposit a sum of **₹ 33,007/- (Rupees Thirty three thousand and seven only)** as Earnest Money Deposit with the Reserve Bank of India, through NEFT only, on or before March 16, 2021 up to 3:00 PM. **The bank details for NEFT are A/c Name: Reserve Bank of India, Jammu; A/c Number: 8714295 & IFS Code: RBIS0JMPA01 (0=Zero)**

(ii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.

(iii) Performance Guarantee as stated in the 'Memorandum'

3. Part II – Online Price Bid:

(a) This part shall contain prices/rates in Indian Rupees only and the prices/rates shall be quoted online at MSTC portal. The price-bid shall be opened online after due fulfilment of all conditions as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part-I of the tender will not be taken into account and will be treated as null and void.

(b) Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of online Price-Bid (Part-II) tender will be entertained.

(c) The rates quoted shall be based on the Price Bid (Part-II) of tender and shall be firm and binding till the entire Contract period.

(d) The contractor shall quote rates of quantities considering all the conditions mentioned above and elsewhere in the tender document.

4. Opening of Tender:

As per the procedures laid down in Section-I hereto for opening of e-tender.

a. Validity of Tender: The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

b. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may right to modify/withdraw the tender.

5(a) The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

5(b) All information, correspondence letters shall be submitted and addressed to Shri. Kamal P. Patnaik, Regional Director, Estate Department, Reserve Bank of India, Jammu-180012

6. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Price-Bid of the tender will be entertained.

7(a) The rates quoted for wages of skilled/unskilled/semi skilled workers shall include basic wages, VDA plus ESI & PF component as detailed given in Schedule of price bid. The rates quoted for skilled/unskilled/semi skilled workers should not be less than minimum basic wages calculated based on rates of wages (Agricultural workers- Construction and Maintenance of road, etc.) notified as in order of Government of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner(C) New Delhi dated 12/10 /2020. The minimum monthly basic wages shall be calculated considering 26 working days and 4 paid holidays in a month. The rate shall exclude Good and Service Tax.

The rates shall also be firm and shall be valid for the entire duration of the contract and/or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.

8(a). The rate quoted for **Service Charge** shall include contractor`s overhead and profit, cost of all equipment (lawn movers, grass cutter, hose pipe, etc.), chemicals, spray pump, transportation for delivery at site, etc. Tenderers must include in their rate cost of insurance policy, royalties and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable as per latest notification/s of Govt. of India/State Govt./Statutory/local Authority **including Good and Service Tax(GST)**.

New levies at actual in addition to statutory variation in taxes, duties, levies and cesses except income tax shall be reimbursed/adjusted as per applicability. For reimbursement of the amounts paid, Contractor shall produce documentary proof of enhancement of taxes (except income tax) and receipts of payments. Any reduction in any taxes, etc. shall be recovered from the dues to the contractor.

8(b). Good and Service Tax (GST) shall be paid at applicable rate prevailing at the time of monthly payment to the contractor.

8(c). The contractor shall furnish a break-up of rate/cost/amount of any of the items, wages or all the items, as may be sought for by the Bank, along with supporting documents etc. This, however, shall not be construed for any additional claim at any point of time.

9. The Earnest Money Deposit as mentioned in the memorandum at section- 1 of this tender by NEFT only be accepted by the Bank issued by a Schedule Bank in both the cases.

a) Under no circumstances Earnest money deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque etc.

b) The Earnest Money Deposit (EMD) ₹ **33,007/- (Rupees Thirty three thousand and seven only)** paid by the tenderer shall be held by the Reserve Bank of India as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.

The EMD will be returned to the tenderer without Interest if his tender is not accepted by the Bank on award of work in favour of the successful tenderer. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD).

10. If the contractor`s firm is registered as MSEs in accordance with the provision of micro, small & medium enterprises development (MSMED) Act, 2006, the micro & small firms shall be exempted from payment of earnest money deposit (EMD). Firm shall have to submit their MSEs Certificate subjected to verification and scrutiny by Bank.

11. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

12. Earnest money in the form of (as explained under para 9 above) in favour of Reserve bank of India/NEFT (transaction receipt to be enclosed).

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place:

Signature of Tenderer

Date:

With the seal of their Company

General Terms and Conditions of Contract

1. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and execute the agreement (in duplicate) with the Bank within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
2. Each of the tender documents should be deemed to be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
3. If the work awarded, the Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to the other remedies available to the bank against the contractor.
4. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fail to keep the programmed of work as per the programmed given by the contractor and approved by the Bank.
5. The rates quoted shall cover the wages of manpower deployed, tools/ machinery/equipment used for efficient rendering of services, contractor's profit & overhead, insurance and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable including Good and Service Tax (GST). No claim in respect of other tax, duty or levy whether existing or future shall be entertained by the Employer. Good and Service Tax (GST) shall be paid as applicable or reimbursed as per actual paid by the contractor. Original receipt of payment of GST shall be produced along with claim against GST. The wages of manpower quoted should not be less than statutory minimum wages of Central Government, Ministry of labour & Employment (w.e.f 01.10.2020).
6. The rate quoted shall be for the complete item including maintaining all garden areas to keep lush green for all time. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.
7. Successful tenderer shall be required to submit performance Bank guarantee of equivalent amount of 5 % of contract amount on non-judicial stamp paper for successful execution of the contract. No interest shall be paid on the said deposit. The Performance Bank Guarantee will be released on successful completion of services under AMC. The Proforma of Performance Bank Guarantee is given on Page No. 46-48.

8. Successful bidder is considered as a specialized agency who will use their own employees for providing services to the Bank. They are not expected to engage any employees exclusively for the Bank. To certify this the successful bidder will be required to submit an affidavit.

9. The firm/ agency shall be bound to pay statutory Central Govt. minimum wages to the workforce employed by him / them. The minimum wages shall be reviewed as per notifications of Central Govt., Ministry of Labour and Employment. Accordingly, revised minimum wages shall be paid.

10. Contractor has to arrange the services of the workers for minimum 26 days in a month to fulfil his obligation as per AMC including making alternate arrangement of workers. In no case, the Bank premises remain unattended of horticulture/gardening services.

11. Monthly charges payable to contractor

a) The monthly charges shall be based on rates quoted as in Price-Bid (Part-II) of tender and shall be firm and binding whatsoever till the entire Contract period.

b) Escalation Clause: The rates of wages of workers can be increased based on the revision of statutory Minimum Wages of Central Government, Ministry of Labour and Employment Department. Other rates can be increased based on hike in CPI/WPI Index etc. only on Annual basis and at the time of the renewal / extension of the contract.

c) **Payment of the bills** will be made monthly basis as per actual deployment (subject to periodic verification by the Bank) and the firms/contractors are advised to submit proof of deployment by way of attendance registers and proof of payment to ensure payment of minimum wages (Central Minimum Wages) along with the bill. The firms/contractor should credit the wages directly to the bank account of their staff deployed up to 7th of every month and submit monthly bank statement showing payment of wages to the staff deployed. Necessary statutory payments, in this respect, should be ensured by the contractor. The payment will be made against the printed bill which should be properly signed by authorized signatory with proper stamp as used by the Contractor. The bill shall, for this purpose reach this office on or before 3rd of each month. The Bill will be settled on actual services provided and not on notional basis. The quality, accepted rates, specifications, timeliness or otherwise of completion of a job, penalty for delayed completion of the work done, etc. shall be certified by the Bank's representative. Upon due certification only the bill shall be processed for making payments.

12. The successful bidder/contractor shall

a. ensure that he/she deploys only adult, well trained and competent persons who are physically & medically fit and are not suffering from any chronic or contagious diseases, for carrying out the maintenance works.

b. be responsible for and arrange to bear costs of such equipment and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.

c. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

d. Insurance Clause-

The contractor shall take insurance at his cost to cover following risk in the joint names of the Bank-

1) All Risk Policy to the total amount of work.

2) Third party liability for Rs. 2,00,00/- per accident, maximum of 5 accidents during execution of work.

3) Workmen compensation policy for the employees of the contractor at site.

e. He shall ensure that the insurance cover is kept alive during the tenure of this agreement. Contractor shall submit original copy of insurance cover (valid for entire contract period) to Bank.

f. Maintain neatly, completely and legibly registers, records, reports & returns for inspection by various authorities at short notice.

g. Be responsible and liable for payment of salaries, statutory minimum wages, ESI, EPF, and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/Employer under the agreement.

h. Provide information as required in respect of all his employees employed by him/her to enable the Bank to monitor compliance of ESI, EPF, etc.

i. Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.

j. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behavior and general discipline as laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.

k. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.

l. Ensure that no employee of the contractor will enter or remain in the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

a) Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.

m. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.

n. Provide distinct uniform to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.

o. Obtain Police Verification report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.

p. The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.

13. Duty and Discipline: The Agency shall be obliged to comply with the following:

a. Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India.

b. To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Reserve Bank of India informed of all development in this regard.

c. To pay all dues of its employees and keep the Reserve Bank of India absolved and indemnified from any liability in this respect.

d. To be responsible for behavior of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of Reserve Bank of India, and its representatives.

e. To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, notifies.

f. On expiry of the agreement the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Reserve Bank of India, so that no liability or obligation devolve on the Reserve Bank of India.

14. Contractor has to work with due diligence and ensure that Gardening/Horticulture work is to be maintain in proper condition for entire period as per contract. If contractor fails to execute the work as per tender terms and conditions and does not carry out work in time, the Bank at its sole discretion will get the work done at contractor`s risk and cost. Expenditure incurred so will be recovered from Security Deposit with the Bank.

15. Any deficiency in services such as non-maintenance of gardens, not growing seasonal flower beds, etc., is observed by the Bank, it will be brought to the notice of the supervisory staff of the Contractor. If no action is taken within reasonable time, a proportionate/appropriate amount from the contractor`s monthly dues will be deducted as penalty for deficiency in services.

16. That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank, RBI Jammu, shall accrue/arise implicitly or explicitly. It will be the responsibility of the contractor to ensure that no liability on this account should come on Reserve Bank of India, Jammu in respect of workers deployed by him.

17. The contractor must comply with the Contract Labour (Regulation and abolition) Act, 1970 at his own cost and the rules made thereunder by the Government from time to time.

18. The contractor shall be required to obtain a license, from the office of the Assistant Labour Commissioner, Government of India, Jammu as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.

19. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

20. The contractor has to give undertaking on Non-judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the workers of all descriptions to be engaged by him for completion of that particular job/work at the rate at which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

21. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out of non-compliance of the aforesaid statutory provisions. Contractor`s failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, the Reserve Bank of India shall be entitled to recover any such

losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor`s monthly payment and security Money Deposit.

22. That the contractor shall be liable for the payment of wages and all other dues which workers are entitled to receive under the various labour laws and other statutory provisions. Wages to the workers should be paid by 7th day of subsequent month. Payment to every workmen should be done through banking channel only. The contractor shall maintain a register of attendance, register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wages slip in the presence of the Bank`s authorized officer assigned for this work. A copy of such wage slip or bank account details/passbook copy shall be submitted to the Bank after every payment as proof of payment to the workmen. The contractor should pay minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wage paid) on payment of minimum wages for the workers deployed in our premises.

23. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at RBI, Jammu in their respective names before submitting the monthly bill of AMC.

24. Contractor has to provide first aid facility etc. to its employees as per Contract Labour Act 1970. The agency/ contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

25. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the staff which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such staff.

26. Insurance in respect of damages to persons and property. The contractor shall also indemnify and keep the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.

27. Without prejudice to the other rights of the Employer against Contractor in respect such default, the Employer shall be entitled to deduct from any sums payable to the contractor the amount of nay damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the contractor under this clause.

28. If the Contractor being an individual or a firm commits any "Act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer. **Or** if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Or if the Employer shall certify in writing that the Contractor,

i) Has abandoned the Contract, or

ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or

iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon,
or

iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, **or**

v) Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

29. Termination of Contracts by Contractor

If the payment of the amount payable by the Employer under Certificate of the Bank`s Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Bank`s Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said case the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or

materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed.

30. Settlement of disputes through arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect of any of the excepted matter shall be final and without appeal. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written to the other party requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matter, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose.

In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or empire.

The Arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the expected matters, referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceeding the parties mutually settle or compromise their dispute or difference, on the arbitrators the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall be relieve the Contractor of his obligation to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and

the Contractor hereby also agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract.

31. The Contractor shall formulate the mechanism and job/assignment of work to its personnel in consultation with Caretaker/Asst. caretaker or Bank's nominee. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Bank's Engineer/ Caretaker/Asst. caretaker from time to time.

32. Bank's Engineer/ Caretaker/Asst. caretaker shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

33. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RBI, Jammu in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Bank in case any of the aforesaid acts on the part of the said person.

34. That all precautions will be taken by the contractor towards the safety of their employees and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation, etc, to its employees.

35. The Bank will not provide accommodation to the contractor/workers in the Bank's premises. Labours will not be allowed to stay at Office Premises after working hours.

36. The contractor has to obtain necessary working passes of their workers in time to carry the work.

37. Incidental charges of materials supplied by the contractor will be paid on production of cash memo/bills, etc. including transportation charges, 15% overhead and profit or at the Bank's approved rates for similar works with prior approval of the Bank.

38. The contract could be considered for renewal further for 2 years (one year at a time) on same terms and conditions provided the Bank finds the services of the contractor satisfactory and if the Bank so desires. The decision of the Bank in this regard shall be final.

39. The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.

40. Non-disclosure Clause:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

I/We hereby declare that I/We have read and understood the above instructions/conditions and the same will remain binding upon me/us in case the above mentioned Annual Maintenance Contract is entrusted to me/us.

Date: _____

Signature, name and seal of the Tenderer

Place: _____

.

SECTION-5

SPECIAL CONDITIONS OF THE CONTRACT

1. Outgoing of all the serviceable materials shall be as per Bank's security rules. Work passes for all the workmen shall be duly obtained through the Security Officer.
2. The materials like garden earth, manure & pesticides shall be got approved by the Bank's before putting to use. Any rejected materials shall be immediately removed from the site, failure to do so, the cost will be recovered from the monthly bills of AMC contract.
3. Contractor shall have to arrange the required connection from the Bank's source of supply of water/ electricity without any extra claim from the Bank. It is the responsibility of the Contractor to bring to the notice of the Bank through the Caretaker, if there are disruptions in water supply required for gardening due to the defects in the plumbing or depleted source.
4. **Non-disclosure**
The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall

take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

5. All the labour laws enacted by Ministry of Labour and Employment, Government of India which are implemented through the offices of the Regional Labour Commissioner (Central) such as, The Contract Labour (Regulation and Abolition) Act 1970; The Building and Other Construction Workers (Regulation of Employment and Condition of Services) Act 1995; Interstate Migrant Workmen (Regulation of employment of and condition of Service) Act 1979; The payment of Wages Act 1956; The Minimum Wages Act 1948; The Equal Remuneration Act; The Payment of Gratuity Act; The Payment of Bonus Act 1965; The Industrial Disputes Act, 1947; Child Labour(Prohibition and Regulation) Act, 1986; The Maternity Benefit Act 1961 shall be strictly implemented by the contractor insofar as the same are applicable to this contract.
6. Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the tenderers will be called L1 tenderer. Bank may ask justification/details of the quoted price. However, **tenders which are not in consonance with Minimum Wages Act under section A of part-II of the tender or any other Labour laws will be treated as invalid.**
(The minimum wages as per Government of India in agriculture work is Rs.409/- for semi-skilled and Rs. 445/- for skilled per day which may be considered during estimation.)
7. Provide information as required in respect of labours employed by him/her to enable the bank monitor compliance of P.F., ESI, etc.
8. Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank are insured with Government of India recognized insurance companies (for an amount not less than Rs. 2.00 lakhs per person and for the duration of the contract) for which no

extra payment will be made by the Bank. A copy of the policy should be submitted to the Bank within 15 days from awarding the Work order. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.

9. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
10. Personally, and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
11. Ensure that no employee of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
12. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.
13. Provide uniform's to his/her employees or agents with logo of the contractor's firm/company stitched or embroidered on the jacket/shirt and which shall be kept neat, tidy and in a wearable condition. The uniform shall include the 2 set of approved shade of shirt and trouser, 1 set of shoes, 1 no. raincoat/umbrella and 2 nos. woolen sweater/jacket for winter season.
14. Obtain Police Verification in respect of all his/her employees or agents.
15. The Bank will not provide accommodation to the contractor in the Bank's premises except for storing the Gardening equipment/tools required for the work.
16. In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled

for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

17. Abiding of the provisions of Sexual Harassment Act, 2013 at work place:

The contractor/Agency shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at work place (Prevention, Prohibition & Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

18. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

19. **Penalty clause**

a) Deduction @ Rs. 70/- per hour for Supervisor and @ Rs.60/- per hour or @ Rs. 488/- per day for gardener will be recovered from the monthly bill, if they found absent during their duty working time period. It shall be the responsibility of the successful contractor to make the alternate arrangement of the worker, if any of the worker/s executing the work is absent. The attendance of the supervisor and gardeners will be recorded by the Caretakers of the respective premises.

b) The workers shall also be provided with uniforms of approved cloth and of approved shade with the firm's name imprinted on it and

woolen sweater or jacket in winter season. The firm should provide these uniforms within 15 days from the date of issue of work order, failing which Rs.500/- per week will be deducted from the firm's monthly bill till the time of issue of uniforms to the gardeners.

- c) In case of complaint or lack in maintenance of horticulture work in colony or Office premises, a maximum of 1-week time will be given for rectification of the work, failing which Rs.200/- per week will be deducted from the firm's monthly bill till the time of rectification of the complaint.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place:

Signature of Tenderer

Date:

With the seal of their Company

SAFETY CODES

1. The contractor shall follow the safety regulations as prescribed in the tender and Indian Standards. He shall provide necessary safety appliances to his employees as instructed by the Bank depending upon the nature of work. All model safety rules, issued by safety section, from time to time shall be strictly followed.
2. Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work. His work permit will be cancelled and he should be sent out of the premises of the work,
3. For all work that cannot be done from the ground level or from part of any permanent structures or from other available means of support. Soundly constructed scaffoldings of adequate strength shall be used as a safe means of access to place of work. Drum or other make shifts must not be used in place of ladders. Every ladder shall be securely fixed at top and bottom. A ladder more than 5-meter-long shall have a prop. Spacing between the side rails of the ladder shall not be less than 45cms. Uniform step spacing shall not exceed 30 cm.
4. Whenever it is necessary to work at elevated places not adequately protected by railing, safety belts with life lines securely tied to some firm structure or other support which is independent of the equipment on which the person is working must be worn. Nobody should be allowed to work at elevated places without wearing safety belts. As an additional precaution, safety nets made of choir rope or nylon or any other suitable material should be hung at suitable elevation to prevent people and equipment falling below. Dropping of throwing materials from elevated positions is prohibited.
5. There may be venomous reptiles and insects in the green areas where AMC work is to be carried out. Utmost care shall be taken by the contractor throughout the contract period to prevent accidents.
6. First-Aid kits or boxes and stretchers should be readily available at all times with the contractor.
7. The workmen meeting with any accidents should be immediately rushed to the nearest hospital under information to the Bank.

Place:

Signature of the Tenderer

Date:

Seal with Address:

Contact No:

Appendix

1. Periodicity of bill payment	Monthly - On submission of bill at RBI, Jammu subject to certification of satisfactory performance of the services by the Bank`s Officials.
2. Date of commencement of AMC	April 01, 2021
3. Date of Completion	Annual Maintenance Contract commencing from April 01, 2021 to March 31, 2022 (Contract is initially will be executed for one year, however, contract may be renewed for two years (one year at a time) depending on the satisfactory performance of the work with considering latest cost price indices (WPI & CPI) & minimum wages of Central Government.
4. EMD (MSE firms are exempted from the payment of EMD subject to the submission of MSE registration certificate along with Part-1 of the Tender.)	₹ 33,007/-
5. Performance Bank Guarantee	Performance Bank Guarantee of equivalent amount of 5 % of contract value as in work order.
6. Interest for delayed payment	3% Per Annum

Performance Bank Guarantee

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank):

No. _____ Date _____

To:

The Regional Director
Estate Department
Reserve Bank of India,
Jammu

Dear Sir,

In consideration of your agreeing to accept the security deposit of _____ INR (INR only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for "Annual Maintenance Contract for Horticulture works at Bank`s Office Building and RBI Staff Quarters, Sector 9 Trikuta Nagar, Jammul" as per their Tender dated and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs. _____ (Rupees _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be

entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs._____ (Rupees_____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

Part- II

Preamble to Schedule of Quantities:

Annual Maintenance Contract (AMC) for Horticulture Maintenance Work at Reserve Bank's Staff Colony at sector 9 Trikuta Nagar and Bank's Premises at Jammu

1. Last Date of submission of tender: On or before March 16, 2021 up to 3:00 PM.
2. The net amount quoted shall include all State/Central Government Taxes/ Goods and Services Tax/ Levies, etc. and no claim shall be entertained due to change in tax structure in future.
3. The quoted rates shall be valid for the period of 12 months from the date of issue of the work order.
4. "Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the tenderers will be called L1 tenderer. Bank may ask justification/details of the quoted price. However, tenders which are not in consonance with Minimum Wages Act under section A of part-II of the tender or any other Labour laws will be treated as invalid."
(The minimum wages as per Government of India in agriculture work is Rs.409/- for semi-skilled and Rs. 445/- for skilled per day which may be considered during estimation.)
5. The Services rendered by the Gardeners should be of high quality. All the flower pots, indoor and outdoor plants should be healthy, properly trimmed, cleaned, and supplied with required amount of manures and water time to time.
6. Contractor shall inspect the sites before quoting the rates to understand the scope of the work.
7. Bills shall be claimed on monthly basis.
8. All the debris arising out of the work shall be stacked neatly in the garbage trolley in a proper manner and taken out from the premises without any extra charges and the site shall be left thoroughly clean to the satisfaction of the Bank's Engineer.
9. The contractor shall make their own arrangement to take water/electricity from appoint convenient to the Bank. (Water and electricity-free of cost for the said work).
10. All safety precautions will have to take by the contractor. The contractor shall be responsible for all injury, damage to any person/animal/property etc.
11. Whenever required, in case of emergency, the service shall also be rendered after Office hours/Saturday and Sunday.
12. If the service rendered by the firm is found to be unsatisfactory, then same shall be terminated including de-barring/black listing of the firm.
13. All tools and equipment's required to perform the maintenance of the garden like grass cutting machines, Axe, digging tools like spade, pick axe, water pipe etc. It

shall be the responsibility of the successful contractor to maintain these tools in good working conditions, sharpening of these tools as and when required.

14. The rate shall also include providing rain equipment's to the workers like rain coats, shoes etc. The workers shall also be provided with uniforms of approved cloth and of approved shade with the firm's name printed on it and woolen sweater or jacket in winter season.

The firm should provide these uniform within 15 days from the date of issue of work order, failing which Rs. 500/- per week will be deducted from the firm's monthly bill till the time of issue of uniforms to the gardeners.

15. Work shall be strictly carried out to the satisfaction of the Bank.

16. The said conditions shall be read and construed as forming part of the Agreement and parties hereto shall respectively abide by submit themselves to the said conditions and perform the Agreement on their part respectively in the conditions contained.

17. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and the contractor shall carry out even the part orders for various items.

Terms and conditions are accepted by me.

Contractor's seal and signature.

Date:

Place:

Schedule of Quantities

Annual Maintenance Contract (AMC) for Horticulture Maintenance Work at Reserve Bank's Staff Colony and Office Building, Jammu

S. No.	Description	Quantity	Rate in Rs.	Unit	Amount in Rs.
	<u>SECTION- A</u>				
1(a)	<p><u>For Bank's Office Building:</u></p> <p>Rendering services of one supervisor for two hours, three gardener for 8 hours for attending the horticulture maintenance works.</p> <p>The following work shall be included in the scope of work</p> <p>(i) Lawn maintenance, garden maintenance, grass cutting, dressing the trees/hedges and plants, removal of wild grass and vegetation, trimming of branches of all trees etc.</p> <p>(ii) Carefully removing of trees / plants like peepal, grass and shrubs etc. from building blocks/around the building blocks, drainage line if any, uprooting the shrubs and wild vegetation's from garden area, uprooting the unwanted shrubs and wild vegetations inside the premises and near the transformer area and approx. 5 feet wide exterior portion around the compound wall.</p> <p>(ii)Watering all plants (pipe will be provided by the contractor) and lawn grass time to time to avoid drying of plants and lawn.</p>	12 Months		Month	

<p>(iii) Collection of the leaves/branches fell on the garden area and dispose it out of the premises at locations identified by the municipality (fees of local authority for obtaining their permission shall be responsibility of the successful contractor), etc.,</p> <p>(iv) Planting of new saplings plants (Plants will be provided by the Bank) as and whenever advised by Bank including removing the debris from Bank's premises.</p> <p>(v) The plants, trees and green area shall be provided with approved pesticides and filling with approved garden soil mixed with Bio Organic/ processed Manure, Farm yard manure, Neem cake Mustard Cake, vermi compost, zinc, DAP, methyl parathion etc. in standard proportion as per the manufacturer's specification at least once in a quarter</p> <p>(vi) The Contractors shall keep all the tools, tackles, hose pipes, etc. of his own, required for the proposed horticulture work. The water sources are provided at the various convenient locations and the contractors shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering.</p> <p>(vii) The Contractor shall maintain the potted plants kept in premises and place them at prominent locations time to time. Same may be replaced weekly with alternate available potted plants from indoor to outdoor locations. The supervisor shall also ensure that on the occasion of</p>				
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	<p>Republic Day, Independence Day or at some function or visit by dignitaries the flower pots shall be arranged and placed by the gardeners as per the direction of the Bank.</p> <p>(viii) The dead or decayed potted and grounded plants which were decayed due to bad maintenance by the gardener, may be replaced by the contractor at his own cost.</p> <p>(ix) The rate shall also be inclusive of providing rain coat in rainy season and uniform to the gardeners of approved shade and pattern (name of the firm shall be printed on this uniform).</p> <p>(v) Daily duty timings of supervisor will be of 2:00 hours and of gardener will be 8:00 hours for six days per week.</p>				
1(b)	<p>For Staff Colony at Sector - 9, Trikuta Nagar:</p> <p>Rendering services of one supervisor for one hour, two gardener for eight hours for attending the day-to-day horticulture maintenance works.</p> <p>The following work shall be included in the scope of work</p> <p>(i) Lawn maintenance, garden maintenance, grass cutting, dressing the trees/hedges and plants, removal of wild grasses from lawn trimming of branches of all the trees etc.</p> <p>(ii) Carefully removing of plants like peepal, grass and shrubs etc. from building blocks/around the building blocks, drainage line, if any, uprooting</p>	12 Months		Month	

<p>the shrubs and wild vegetation's from garden area, jogging track, near roads and building structure as well as children's park.</p> <p>(iii) Carefully cutting and trimming of grown up branches of the trees along the boundary wall, car parking and near the electrical supply line. There are approximately 65 trees of height varying between 20 to 35 feet. The branches shall be trimmed with the help of cutter machine by the skilled wood cutter. The cutting and trimming would be in proper shape, level and as per design of the nearby trees or as directed by the Bank's representative. The trimmed branches, leaves and wood shall be carted away from the colony premises and disposed properly as per the local municipal laws.</p> <p>(iv) Watering all plants (pipe will be provided by the contractor) and lawn grass time to time to avoid drying of plants and lawn.</p> <p>(v) Collection of the leaves fell on the garden area and dispose it out of the premises at locations identified by the municipality (fees of local authority for obtaining their permission shall be responsibility of the successful contractor), etc.,</p> <p>(vi) Planting of new, saplings/plants as and whenever advised by Bank, removing the debris from Bank's premises.</p> <p>(vii) The plants, trees and green area shall be provided with approved</p>				
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<p>pesticides and filling with approved garden soil mixed with Bio Organic/ processed Manure, Farm yard manure ,Neem cake Mustard Cake, vermi compost, zinc, DAP, methyl parathion etc in standard proportion as per the manufacturer's specification at least once in a quarter</p> <p>(viii) The Contractors shall keep all the tools, tackles, hose pipes, etc. of his own, required for the proposed horticulture work. The water sources are provided at the various convenient locations and the contractors shall maintain the desired length of leak proof hose pipe at site for adequate day to day watering.</p> <p>(ix) The Contractor shall maintain the potted plants kept in premises and place them at prominent locations. Same may be replaced weekly with alternate available potted plants. The supervisor shall also ensure that on the occasion of Republic Day and Independence Day, the flower pots shall be arranged and placed by the gardeners as per the direction of the Bank.</p> <p>(x) The dead or decayed potted and grounded plants which were decayed due to bad maintenance by the gardener, may be replaced by the contractor at his own cost.</p> <p>(xi) The rate shall also be inclusive of providing rain coat in rainy season and uniform to the gardeners of approved shade and pattern (name of the firm shall be printed on this</p>				
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	uniform). (xii) Daily duty timings of supervisor will be of 1:00 hours of Supervisor and of gardener will be 8:00 hours for six days per week.				
	<u>TOTAL SECTION -A</u>				
	<u>SECTION-B</u>				
2(a)	Cutting of grass/shrubs from open ground in Staff quarters: Carefully Cutting/uprooting the grass and other wild vegetation growth at open ground, around the boundary wall and of jogging track in staff quarters either by manual or mechanical means, the uprooted grass/plants shall be disposed properly out of the colony premises as per the local municipal laws etc. all complete as directed by Bank (Approx. Area of open ground is 12500 Sqm).	10		Nos.	
2(b)	Supply of flower hybrid plants for winter season in Office Premises Supply of seasonal flower hybrid plants for winter which shall be planted and taken care by the Banks AMC gardener. The rates shall include the cost of tools, transportation, providing the necessary manure for growth of the plants like Di ammonium phosphate (DAP), Farm Yard Manure (FYM), Vermi Compost, insecticide's etc .contractor profit, overhead charges and applicable taxes. The plantation, growth and care of the plants shall be the sole responsibility of the contractor and necessary deductions i.e. equivalent to the cost of saplings shall be made				

	from their bill in case of unsatisfactory or late blooming of flowers.				
(i)	Marigold (Gutta) hybrid	1000		Nos.	
(ii)	Marigold (Gutti) hybrid	500		Nos.	
(iii)	Salvia hybrid	1800		Nos.	
(iv)	Chrysanthemum (Guldaudi) hybrid	300		Nos.	
(v)	Dogflower hybrid	300		Nos.	
(vi)	Calendula hybrid	300		Nos.	
(vii)	Cabbage hybrid	50		Nos.	
(viii)	Petunia hybrid	300		Nos.	
(ix)	Dahlia tall hybrid	500		Nos.	
(x)	Kashmiri Dahlia hybrid	500		Nos.	
(xi)	Pansy hybrid	300		Nos.	
(xii)	Gazania hybrid	300		Nos.	
(xiii)	Dianthus hybrid	300		Nos.	
(xiv)	Verbena hybrid	300		Nos.	
(xv)	Stock hybrid	300		Nos.	
(xvi)	Cineraria hybrid	300		Nos.	
(xvii)	Phlox hybrid	300		Nos.	
(xviii)	Aster hybrid	300		Nos.	
(xix)	Geranium hybrid	100		Nos.	
(xx)	Ranunculus hybrid	50		Nos.	
	Total(8100 plants)				
2(b)	Supply of flower hybrid plants for summer season in Office premises Supply of summer seasonal flower hybrid plants which shall be planted and taken care by the Banks AMC				

	gardener. The rates shall include the cost of tools, transportation, providing the necessary manure for growth of the plants like Mustard Cake, vermi compost, neem cake, zinc, DAP, methyl parathion etc and contractor profit, overhead charges and all kind of applicable taxes. The plantation, growth and care of the plants shall be the sole responsibility of the contractor and necessary deductions equivalent to the cost of saplings shall be made from their bill in case of unsatisfactory or late blooming of flowers.				
(i)	Zinnia hybrid	1000		Nos.	
(ii)	Balsam hybrid	500		Nos.	
(iii)	Gomphrena hybrid	300		Nos.	
(iv)	Gul dopahri hybrid	700		Nos.	
(v)	Kulfa hybrid	200		Nos.	
(vi)	Sunflower hybrid	500		Nos.	
(vii)	Red Lilies hybrid	200		Nos.	
(viii)	Galadia hybrid	500		Nos.	
(ix)	Vinca hybrid	200		Nos.	
(x)	Tithonia hybrid	300		Nos.	
	Total (4400 plants)				
2(c)	<p><u>Supply of flower hybrid plants for winter season in RBI Staff Colony</u></p> <p>Supply of seasonal flower hybrid plant for winter which shall be planted and taken care by the Banks AMC gardener. The rates shall include the cost of tools, transportation, providing the necessary manure for growth of the plants like Di ammonium phosphate (DAP), Farm Yard Manure</p>				

	(FYM), Vermi Compost, insecticide's etc. contractor profit, overhead charges and applicable taxes. The plantation, growth and care of the plants shall be the sole responsibility of the contractor and necessary deductions i.e. equivalent to the cost of saplings shall be made from their bill in case of unsatisfactory or late blooming of flowers.				
(i)	Marigold (Gutta) hybrid	1000		Nos.	
(ii)	Marigold (Gutti) hybrid	600		Nos.	
(iii)	Salvia hybrid	1000		Nos.	
(iv)	Chrysanthemum (Guldaudi) hybrid	300		Nos.	
(v)	Dogflower hybrid	300		Nos.	
(vi)	Calendula hybrid	200		Nos.	
(vii)	Cabbage hybrid	100		Nos.	
(viii)	Dahlia hybrid	1000		Nos.	
(ix)	Kashmiri Dahlia hybrid	300		Nos.	
(x)	Pansy hybrid	200		Nos.	
(xi)	Gazania hybrid	300		Nos.	
(xii)	Dianthus hybrid	200		Nos.	
(xiii)	Verbena hybrid	200		Nos.	
(xiv)	Stock hybrid	200		Nos.	
(xv)	Cineria hybrid	200		Nos.	
(xvi)	Petunia hybrid	300		Nos.	
(xvii)	Phlox hybrid	300		Nos.	
(xviii)	Aster hybrid	200		Nos.	
	Total(6900 plants)				

2(d)	<p><u>Supply of flower hybrid plants for summer season in RBI Staff Colony</u></p> <p>Supply of seasonal flower hybrid plant for summer which shall be planted and taken care by the Banks AMC gardener. The rates shall include the cost of tools, transportation, providing the necessary manure for growth of the plants like Di ammonium phosphate (DAP), Farm Yard Manure (FYM), Vermi Compost, insecticide's etc .contractor profit, overhead charges and applicable taxes. The plantation, growth and care of the plants shall be the sole responsibility of the contractor and necessary deductions i.e. equivalent to the cost of saplings shall be made from their bill in case of unsatisfactory or late blooming of flowers.</p>				
(i)	Zinnia hybrid	1000		Nos.	
(ii)	Balsam hybrid	500		Nos.	
(iii)	Gomphrena hybrid	300		Nos.	
(iv)	Guldopahri hybrid	500		Nos.	
(v)	Kulfa hybrid	200		Nos.	
(vi)	Sunflower hybrid	500		Nos.	
(vii)	Red Lilies hybrid	200		Nos.	
(viii)	Galadia hybrid	500		Nos.	
(ix)	Vinca hybrid	200		Nos.	
(x)	Tithonia hybrid	300		Nos.	

	Total(4200 plants)				
	TOTAL SECTION -B				
	SECTION-C				
3.	<p>Monthly charges for operating of OWC Machine: By deputing one trained man power for 03 days a week (Monday, Wednesday & Friday including public holidays - from 9.00 AM to 05.30 PM with 30 min. recess) for operation of OWC machine day to day basis for loading & unloading, segregation of collected waste from colony and transported to the office premises with other related activity as above required for OWC, store generated manure in disposal type polyethene bags and dispose of excess compose manure in disposal type polythene bags out of colony/ Office premises, Keeping clean, healthy and working condition of OWC machine as directed by bank`s officers.</p> <p>Note - All accessories and material (Chemical) required to make the manure as required for OWC machine operation including cost of baculum & other chemical, wooden dust, change the tray location day by day, disposal type polyethene bags etc. shall be borne by the vendor.</p>	12 Months		Month	
	TOTAL SECTION -C				
	TOTAL SECTION (A + B + C)				
	Plus GST as applicable				
	Net TOTAL				

Above terms and conditions are accepted by me.

Date:-

Place:-

Signature of contractor with seal