



भारतीय रिज़र्व बैंक, गुवाहाटी
RESERVE BANK OF INDIA, GUWAHATI
संपदा विभाग
ESTATE DEPARTMENT

Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati

Tender Notice

Reserve Bank of India, Guwahati invites tenders for the above mentioned work.

The tender forms can be downloaded from <http://www.rbi.org.in> and <https://www.mstcecommerce.com> up to 14:00 Hrs. on February 09, 2023. Your tender, duly filled-in and e-signed, should be submitted by e-tendering only through <https://www.mstcecommerce.com>.

E-tender no. RBI/Guwahati/Estate/383/22-23/ET/577

1. **Estimated cost: ₹8 Lakh.**
2. **Earnest Money: ₹16,000/-**
3. **Event View date & time: From 11:00 Hours on January 19, 2023**
4. **Date of Pre-Bid meeting: From 11:00 Hours to 14:00 Hours on January 27, 2023**
5. **Bid start date & time: January 19, 2023 at 11:00 Hours.**
6. **Bid close date & time: February 09, 2023 at 14:00 Hours.**
7. **TOE start time: February 09, 2023 at 15:00 Hours.**

Bank reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

Chief General Manager (O-i-C),
Reserve Bank of India
Guwahati

**Reserve Bank of India
Estate Office
Guwahati**

**Tender for
Annual Maintenance Contract of Landscaping, Gardening, Horticulture and
Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road
Colony, Guwahati**

**Techno-Commercial Bid
(Part 1)**

Name of the Tenderer: _____

Address: _____

Date of Pre-bid meeting: From 11.00 A.M to 02:00 P.M. on January 27, 2023

Due Date of Submission: 02:00 P.M of February 09, 2023

**Estate Office
Reserve Bank of India, Station Road, Guwahati-781001**

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Name of work: - Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati

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SCHEDULE OF TENDER (SOT)

Sr. no.	Details	Date / Time
a.	e-Tender no.	RBI/Guwahati/Estate/383/22-23/ET/577
b.	Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c.	Estimated Cost	₹8 Lakhs
d.	Date of NIT available to parties to download (View Tender Time)	From 11.00 AM on January 19, 2023
e.	Pre-Bid meeting	Offline: From 11.00 A.M to 02:00 P.M. on January 27, 2023 at Estate Office, Guwahati Regional Office, 4th Floor, Pan Bazaar, Guwahati: 781001
f.	Earnest Money Deposit	<p>₹16,000/- (Rupees Sixteen Thousand Only) EMD in the form of Demand Draft drawn in favour of Reserve Bank of India, of a Scheduled Bank or Bank Guarantee as per proforma annexed hereto shall be deposited in original at the office of tender inviting authority on or before 02:00 PM of February 09, 2023.</p> <p>EMD can also be remitted to Reserve Bank of India Account of on or before 02:00 PM of February 09, 2023. The account details for NEFT transactions are as under:</p> <p>Beneficiary Name- Reserve Bank of India, Guwahati</p> <p>IFSC: RBIS0GWPA01 Account No: 8692299</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents.</p>
g.	Last date of submission of EMD	Up to 02:00 PM on February 09, 2023
h.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (Start Bid Date & Time) www.mstcecommerce.com/eproc/home/rbi	From 11:00 AM of January 19, 2023

Sr. no.	Details	Date / Time
i.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid (Close Bid Date & Time)	02:00 PM on February 09, 2023.
j.	TOE Start Time	From 03:00 PM on February 09, 2023
k.	TOE End Time	February 29, 2024
l.	Transaction Fee	Rs.1000/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

<u>1</u>	<p><u>Process of e-Tender :</u></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 Technical Bid as well as Commercial Bid will be done over the internet. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govtdepts → Select RBI Logo → 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 during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p><u>Contact person (RBI):</u></p> <p>Sanghamitra Purkayastha (AGM (Tech – Civil): Mobile: 8879257770 email: psanghamitra@rbi.org.in</p> <p>Anjli Besra (AM) Mobile: 8709030828, email: anjlibesra@rbi.org.in</p> <p><u>Contact person (MSTC Ltd):</u></p> <p>1. Mr. Shubhajit Roy – sroy@mstcindia.co.in Mobile-7501524754</p> <p>2. Other contact points: pchitranjan@mstcindia.co.in mstcgghy@mstcindia.co.in Ph- 0361 2221199</p> <p>Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p>
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	<p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>➤ Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>➤ Tools => Internet Options => General => Click On Settings under “browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under</p> <p>➤ Tools→Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)</p>
<u>2</u>	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/rbi . Tenders will be opened electronically on specified date and time as given in the Tender.
<u>3</u>	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
<u>4</u>	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
<u>5</u>	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

6	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If any) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website https://www.mstcecommerce.com → e-procurement → PSU / Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live Event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save / submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely Anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and</p>

	<p>the Vendor for execution of supply.</p> <p>k) 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>l) 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>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
<u>8</u>	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
<u>9</u>	<u>No deviation to the technical and commercial terms & conditions are allowed.</u>
<u>10</u>	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<u>11</u>	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome/rbi to familiarize them with the system before bidding.

Important Note

1. In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each items given in the un-priced bill of quantities given in Part-I of the tender.

Place:
Date:

Signature of Tenderer with name and seal

Address:

Phone:

E -mail:

FORM OF TENDER

Date:

Place:

Shri Sanjeev Singha
Regional Director (North Eastern States)
Reserve Bank of India, Estate Office, 4th Floor,
Guwahati Regional Office
Panbazar, Guwahati – 781 001

Dear Sir,

Having read and examined the Notice inviting e-tender, drawings, specifications, designs, schedule of quantities, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule or Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

(a)	Description of works	Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati
(b)	Estimated cost	₹8 lakhs
(c)	Mode of payment	As per clause 3.11 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹16,000/- (Rupees Sixteen Thousand Only)
(e)	Validity of quoted rates	12 months (to be renewed every year based on satisfactory performance)

2. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

3. I/We have deposited a sum of **₹16,000/- (Rupees Sixteen Thousand Only)** 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 are (name and full address):

(i)	
(ii)	

5. The names of partners of our firm are: -

(i)	
(ii)	

Name of the partner of the firm authorized to sign	
OR	
Name of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached)	

Signature, Name and addresses of witnesses

1)

2)

Yours faithfully,

Signature & seal of the Tenderer

Name & Address:

Mobile/Phone no.:

E-mail:

ARTICLES OF AGREEMENT

The service contract is made on the _day of _between the Reserve Bank of India, having its Office at Station Road, Guwahati-781001 (hereinafter called 'the Employer') of the one part and M/s _____ (hereinafter called the 'Contractor') of the other part.

WHEREAS the Employer is desirous of carrying out **Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati**

AND WHEREAS the parties are desirous of recording the terms and conditions on which said services are to be rendered by the contractor.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

a) This agreement will come into effect from ----- and will remain in force up to ----
----- or unless it is terminated as per the terms herein after contained.

b) **The charges of Rs..... (Rupees only) covering the cost of manpower (materials / fittings/ fixtures shall be arranged at Bank's SARs or at approved reasonable rate) for efficient rendering of the maintenance services shall be payable on Quarterly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.**

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

d) The above charges also include Service tax, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.

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

B. Services to be rendered by the Contractor:

The contractor shall:

- Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works as specified in the tender document.
- 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 purpose of rendering the services required by the Bank/ employer under the agreement.
- Ensure that all persons employed by him, for the purpose 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 persons, animals or any other things.

- Ensure that his employees, while in 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/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- Personally and exclusively 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.
- Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors' obligations.
- 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.
- Supply dress to the workmen with the name of the firm mentioned on the uniform. In addition, identity cards to be provided 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 while they are working in the Bank's premises.

C. Termination of Agreement:

1. 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
 - a) In the opinion of the Bank (which shall not 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
 - b) The contractor commits a breach of any terms and conditions of this agreement and/ or
 - c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
 - d) 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.
2. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

D. 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.

E. The contractor shall ensure payment of minimum wages to the workmen employed by him/ her/ them.

F. 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.

G. The several parts of this contract have been read by the contractor and fully understood by the contractor.

H. 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. Rates quoted by the bidder should be in accordance with the provisions in Contract Labour (Regulations & Abolition) Act, 1970 and Minimum wages Act, 1948. **Wages to be paid include all basic wages, VDA and all other allowances required under law e.g. bonus, PF, ESI etc. Hence, rates should be quoted including all components. Bids with rates below the latest minimum wages prescribed by Government of India will be summarily rejected.** The bidder shall ensure payment of minimum wages to the workmen employed by them through NEFT to their bank account/s and shall maintain a register of wages. The contractor shall issue a wage slip to every workman employed by them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract labour (Regulation & Abolition) Act, 1970. Salary of the employees shall be disbursed only through NEFT to their bank account and no cash payment by the company/ firm shall be made to its employees.

J. The contractor should submit a certificate to the effect that he has actually paid all dues of the laborers of all descriptions engaged by him for completion of the awarded job/ work/ project at the rate which is not less than the one prescribed by Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

K. All payments by the Employer under this Contract will be made only at Guwahati.

L. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.

M. The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

N. The term "Architect" in the said conditions shall mean Assistant General Manager, Estate Department, Reserve Bank of India, Guwahati and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

O. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

P. Sexual Harassment of women at work place

a) The Contractor / Agency 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 Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

b) 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.

c) 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.

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

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

Q. The agreement and documents mentioned herein shall form the basis of the contract.

If the contractor is a partnership or an individual.	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the contractor is a company.	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY THE

Reserve Bank of India by the hand of

Shri

(Name and designation)

In the presence of witnesses

(1)

Address.....

(2)

Address.....

SIGNED AND DELIVERED BY

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners

In the presence of witnesses

(1)

Address.....

(2)

Address.....

The COMMON SEAL OF:

Was hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held

OnIn the Presence of

(1)

(2)

Directors who have signed these presents in token thereof in the presence of

(1)

If the contractor signs under its common seals, the signature clause should tally with the sealing clause in the Articles of Association

(2).....

If the Contractor is signing by the hand of power of attorney, whether a company or individual

PRE-QUALIFICATION CRITERIA

The Bidder who fulfil the following minimum pre-qualification criteria shall be eligible to participate in tendering process:

A.	Composition of the firm	<p>Details of Registration of the firm/organisation-whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>Bidder should submit the details along with the following supporting documents:</p> <p>(i) Copy of registration certificate.</p> <p>(ii) Copy of the Articles of Association/ Power of Attorney/other relevant document.</p>
B.	Duration of past experience	<p>Experience of having successfully completed Similar works* during last 5 years.</p> <p>Bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e. the bidder should have undertaken similar work/s* in 2017).</p> <p>Bidder should submit the details indicating client-wise names of similar work(s), awarded and actual cost(s), completion date stipulated in contract and actual dated of completion date, etc. and should submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work/s * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p>
C.	Minimum value of each completed similar work/s (qualifying) during specified period	<p>Experience of bidder having successfully completed similar work/s * during last 5 years ending July 31st, 2022 should be either of the following:</p> <p>i) Three completed similar works * each costing not less than the amount equal to ₹3,20,000/-</p>

		<p>or</p> <p>ii) Two completed similar works * each costing not less than the amount equal to ₹4,00,000/- or</p> <p>iii) One completed similar work * each costing not less than the amount equal to ₹6,40,000/-.</p> <p>Bidder should submit the following documents as proof of having successfully completed similar work/s *:</p> <p>(i) Copies of work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Client certificate/s for each of the qualifying works.</p>
D.	Annual financial turnover	Should have an annual turnover of amount equal to 100% of estimated cost or more during the last three financial years ending 31 st March
E.	Solvency	Bidder should submit solvency certificate issued by their Banker specifically for the purpose of work for an amount equal to 100% of estimated value of work.
F.	GST Registration	Bidders should provide copy of valid Goods and Service Tax registration certificate.

Note:

(i) *Similar work shall mean 'garden maintenance and horticulture works' under one contract agreement.

(ii) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

(iii) In respect similar work completion certificate(s), client certificate(s) issued by the private companies shall also accompany copy of Tax Deducted at Source (TDS) certificates. Bids received without the specified certificates shall be rejected and the Bank shall have the right to verify/ cause verification of authenticity of the said documents whenever felt necessary.

(iv) Bank reserve its right to obtain the performance reports from the clients for the qualifying work/s, Banker/s report of the Bidders directly, if so desired. The Bank on its own may also conduct inspection of their work eligible/qualifying works referred by the Bidder in their bid.

(v) It is clarified that the work executed by the applicant for their in-house or capital use will not be considered for the purpose of work experience of completion of similar works.

(vi) **All information called for in the annexed formats should be furnished against the relevant columns** in the formats. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a **'nil'** or **'no such case'** entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as **'Not applicable'** Tender document shall contain all the enclosures mentioned and copies shall be self-attested.

(vii) **Bidders should upload a scanned copy of tender document after filling in all relevant information as indicated herein and signed and stamped with their seal on all pages.**

(viii) The bid submitted by a bidder who is found to be not satisfying the above prequalification criteria will be disqualified. Bids containing false and /or incomplete information are liable for rejection.

I/We hereby declare that I/we have read and understood the above instructions.

Place

Signature of bidder

Date

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. Online e-tenders are invited for '**Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati**'. The tenders shall be submitted in online manner at MSTCE commerce web site.
2. Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only.
3. Tenders shall remain open to acceptance by the Bank for a period of twelve months from the date of opening of the tender which period may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period. The quoted rates shall be valid for a period of one year from the date of opening of tender
4. 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.
5. "The Earnest Money Deposit of **₹16,000/- (Rupees Sixteen Thousand Only)** by a Demand Draft or in the form of irrevocable Bank Guarantee issued by a Schedule Bank drawn in favour of Reserve Bank of India, Guwahati in the prescribed format enclosed or by NEFT in favour of Reserve Bank of India, Guwahati in A/c No. 8692299 & IFSC Code: RBIS0GWPA01 (Please mention your company name in NEFT transaction) **shall only be accepted by the Bank**. The validity of the Bank Guarantee shall be for **six months** from the date of opening of Part I of the tender and shall be extended by the successful bidder up to the completion of the work. A tender which is not accompanied by EMD i.e. Demand Draft or NEFT or an irrevocable Bank Guarantee will not be considered. The EMD will be returned to the un-successful tenderer(s) without Interest. The EMD paid by the successful tenderer shall be held by the RBI as security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. In case of EMD in the form of Bank Guarantee, the same shall remain valid/ revalidated up to completion of work. The EMD shall be released to the contractor on completion of the work after issue of virtual completion certificate. The EMD of the successful tenderers will be forfeited if he/she/they fails to comply with any of the conditions of contract.
6. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his Earnest Money if the amount so permits and the contractor shall unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
7. Technical & Commercial
 - 7.1 The tender consisting of scope of works as specified and documents and commercial terms and conditions.
 - 7.2 Tender submitted shall contain the following:

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

7.2.2 Any other technical information the tenderer wishes to furnish.

7.3 The Tenderers are advised to visit the "Bank's Office premises and Officers' Quarters at Christian Basti G.S. Road and acquaint themselves of the site conditions before tendering.

8. 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.

9. Pre-bid meeting: **A pre-bid briefing meeting of the intending tenderers will be held from 11.00 A.M to 02:00 P.M. on January 27, 2023** in Estate Department to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications.

10. **Opening of Tender:**

The tenders will be opened **on at 3:00P.M. on February 09, 2023.**

11. **Broad scope of work:**

The contractor is advised to visit the site before quoting their rates to assess the quantum of work.

The scope of work shall include the following:

11.1 **Making available the services of staff for grass cutting and other horticulture works in the Bank's Office Premises and Residential Quarters at G.S. Road, Guwahati.** The charges quoted shall be for deputing experienced and well-dressed staff to the Premises as per the schedule given in Bill of Quantities. Two days of weekly paid holiday to be given to all the workers in a staggered manner. However, for the emergency works, the staff have to continue to work till the emergency work is over.

11.2 The horticulture staff should report to the caretaker of the respective property/ Bank's officials.

11.3 The charges quoted should include wages to staff, conveyance charges, providing and maintenance of kit containing all tools related and necessary to

execute the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities.

11.4 The scope of services to be rendered under the contract shall broadly include the following items of work and the quoted rate shall include: -

a. Landscaping, grass cutting, trimming of plants, shrubs and trees, removal of weeds including disposal of garden waste and application of eco-friendly pesticides.

b. Maintenance of existing plants (indoor / outdoor), trees, vertical garden, lawn, etc. including application of eco-friendly fertilizers, painting of tree trunks at fixed intervals and replacing / planting of new saplings in the Office premises and Bank's residential Colony as per direction of Bank's officials.

c. Supply on hire basis and maintenance of 300 nos. of potted indoor / outdoor plants in Bank's Office Premises and 100 nos. potted indoor / outdoor plants in G S Road Colony.

The entire work shall be carried out as per the specification as mentioned and as directed by the Engineer in charge of the Bank.

11.5 The rate quoted shall also include:

a. Supply of saplings, eco-friendly fertilizers and pesticides, hoses, gardening tools, etc.

b. Work shall also be carried out at all height; no extra payment shall be paid for scaffolding for normal maintenance works etc.

c. Rates quoted by the bidder should be in accordance with the provisions in Contract Labour (Regulations & Abolition) Act, 1970 and Minimum wages Act, 1948. **Wages to be paid include all basic wages, VDA and all other allowances required under law e.g. bonus, PF, ESI etc. Hence, rates should be quoted including all components. Bids with rates below the latest minimum wages prescribed by Government of India will be summarily rejected.** The bidder shall ensure payment of minimum wages to the workmen employed by them through NEFT to their bank account/s and shall maintain a register of wages.

11.6 Payment to contractor shall be made on **monthly basis**. If the contractor fails to maintain the horticulture works properly with the instructions of the Bank for carrying out necessary corrections within a reasonable period as specified, the Bank, at its discretion shall get the work done and deduct the amount from the bill of contractor and terminate the contract without assigning any reason and any further reference to the contractor. Bank's decision in this regard will be final and binding on the contractor and the contractor will not have any claim in this regard whatsoever it may be.

12. Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of tender, 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.

13. Lowest Tender Not Necessarily to Be Accepted

13.1 The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.

13.2 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 elect to modify/withdraw the tender.

14. Terms of Payment

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

- a) **Payment shall be made on monthly basis. A copy of the attendance details in Bank's register shall be attached with the monthly bill. A statement of fertilizers, pesticides, saplings (showing type and quantity), as applicable, shall also be included with the bill.**

15. Taxes

The prices quoted shall be deemed to have included all taxes, e.g. GST, custom duty, excise duty, local levies, works contract tax, etc imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory levies will be deducted at source and a certificate for the same will be issued to the contractor.

16. Insurance

The successful tenderer shall take "**Contractor all risk policy**" for the contract value and "**workmen compensation policy**" for the workers engaged in the work. The contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third party liability in contractors all risk policy shall be minimum Rs. 2.00 lakh per person for any one accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any one accident or occurrence. **Bank's name shall appear first in the policies**, followed by the name of the firm / Contractor.

Note: These policies shall be valid till the completion of the contract. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

17. Signing of Contract Agreement

- 17.1 The General instructions to the tenderers and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 17.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 17.3 The tender submitted on behalf of a firm shall be signed by the authorized signatory/all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 17.4 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 within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 17.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

18. Language

The Tender including all documents etc. shall be in English.

(a) Right to Accept Part Tender

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

(b) Other Issues

19. The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's Engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

- a. Workers are not allowed to stay at site.
- b. Outgoing of all the serviceable materials shall be as per Bank's Security rules.
- c. The materials shall be got approved before putting to use. Any rejected material shall be immediately removed from the site.

20. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

21. The service contract shall be renewed annually subject to providing satisfactory service. While renewing the contract the new contract amount will be arrived as per the Price Index of the RBI bulletin given below:

CPI: Consumer Price Index for Agricultural Workers for that particular period

CCA: Current Contract Amount

NCA: New Contract Amount

$$NCA=CCA + ((CPI_C - CPI_P) / CPI_P) \times CCA$$

CPI_C- Consumer Price Index for Agricultural Workers (All India Average) 6 months Prior to the commencement date of contract for the current year

CPI_P- Consumer Price Index for Agricultural Workers (All India Average) 6 months Prior to the commencement date of contract for the previous year

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers

Witness

Signature of tenderer

Address

Date

THE CONDITIONS HEREINAFTER REFERRED TO

Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

- (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
- (in the case of a partnership)
- (in the case of individual) "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
- (in the case of Company) "Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.

(e) Bank's Engineer

The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

(f) "Notice in writing"

Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.

(g) "Act of Insolvency"

Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(h) "Net Prices"

If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices

so arrived at.

- (i) "The works" Shall mean the Annual Maintenance Contract of **Landscaping, Gardening including Vertical Gardening, Horticulture and Grass cutting at Bank's Premises – RBI Main Office Building and GS Road Colony Guwahati** for the Employer at Reserve Bank of India, Guwahati as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

2. **Scope of Contract:**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions".

3. **Schedule of Quantities & Agreement:**

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Specifications to the Bank.

4. **Contractor to provide everything necessary at his cost:**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws.

4.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay

to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

- 4.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

5. **Materials and workmanship to conform to the descriptions:**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bill of Quantities and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

6. **Dismissal of Workmen:**

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

7. **Access to works:**

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying of from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

8. **Assistant Manager / Manager:**

The term "Assistant Manager /Manager" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager /Manager shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager /Manager or the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager /Manager but such examination shall not in any way exonerate the Contractor from the obligation to remedy any

defects which may be found to exist at any stage of the works or after the same is completed.

9. **Assignments and Sub-letting:**

9.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

9.2 No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

10. **Sufficiency of Schedule of Quantities:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

11. **Defects during Contract Period:**

Any defects or faults which may appear during the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects or faults, and all damages, loss and expenses consequent thereon or incidental there to shall be made good and borne recoverable from him by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the contractor deduct from any money due to the contractor equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection

therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Bank's Engineer, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor. The Contractor shall remain liable under provision of this clause notwithstanding the signing of any certificate or the passing of any accounts by the Bank's Engineer.

12. **Insurance in respect of damage to person and property:**

- 12.1 The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- 12.2 The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 12.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.

- 12.4 The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from.
- 12.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

13. **Failure by Contractor to comply with Employer's Instructions:**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days, fails to comply with, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the Contractor.

14. **Termination of Contract by the Employer:**

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 of the Liquidator, in 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 the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether 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 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 determine that the Contractor

- 14.1 has abandoned the Contract, or
- 14.2 has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- 14.3 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
- 14.4 has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- 14.5 has neglected or failed persistently to observe and perform all or any of the acts, matters or 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.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

15. Termination of Contract by Contractor:

- 15.1 If payment of the amount payable by the Employer 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 shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, 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.

15.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed.

16. Matters to be finally determined by the Employer:

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

17. Settlement of Disputes by Arbitration:

All disputes and differences of any kind whatever out of in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the contract and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Employer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied with the decision of the Architect on a matter, question or dispute of any kind except any of the excepted matter or as to the withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architect requiring that matter in dispute be arbitrated upon. Such written notice shall specify the matters with full details and amounts which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties. The sole arbitrator shall be from the panel of arbitrators suggested by the Employer. The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted 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 shall make his 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 proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the arbitrator or the arbitrators as the case may be.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. It is agreed that the Contractor shall not delay the carrying out of 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 as the case may be, be bound by the decision of the Architect and no award of the arbitrator shall relieve the Contractor of his obligations to adhere strictly to the Architect's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

18. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

19. Right of Employer to terminate Contract in the event of death of Contractor, if Individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

20. Debarment / Disqualification: A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
 - (i)

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

Obstruction of any investigation or auditing of a procurement process.

Making false declaration or providing false information for participation in a tender process or to secure a contract;

Failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or being debarred by any public procuring institution / entity.

For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide by the terms of the tender, etc.

If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

21. **Marginal Notes**

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

COMMERCIAL CONDITIONS

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	₹16,000/-	
3	Terms of payment	Payment shall be made on Monthly basis after submission of bill with supporting documents.	
4	Technical /commercial specifications	As per specifications in the tender	
5	Insurance Clause accepted	Clause 4.12 Section-IV: Conditions Hereafter Referred to	
6	Payment on submission of bill	On Monthly basis	

Place:

Signature of contractor with seal:

Date:

Address with contact nos.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of trench of half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalts, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
(ii) The workers should supply suitable facemasks for use when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls (Protective clothing) shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
14. All the workers shall be provided with safety belts, safety shoes and helmets. No workmen shall be allowed to work on scaffolding without safety helmets and safety belts.

Electrical Safety

22. All the workers, supervisors should wear proper PPE (Personal Protective Equipment) while carrying out the works in the premises. Electrical Safety shoes & safety helmet is compulsory, otherwise, the work / respective workers shall not be allowed to do the work.
23. The electric power required for the work can be drawn from the supply available at site. The contractor has to make his own arrangements to take the

supply to the requisite position. It will be ensured by the contractor, that such arrangements should include suitable length electric cables / extension board with proper ELCB/RCCB/RCBO (Earth Leakage Protection Device) equipment. Preferably joints should be avoided, and if compulsorily needed, all the required joints shall be properly insulated. It will be ensured by the contractor that the entire work site is properly illuminated at all time when the work is in progress. All the electrical related works shall be carried out by an authorised electrician. Wired light fittings should not be taken to inaccessible areas like above false ceiling etc. and instead of that portable battery operated charging lights shall be used.

24. Necessary barricading and signage boards in good qty shall be fixed at proper locations of the work site.
25. Inverted V type signages shall be kept showing "Under Maintenance – Estate Department" whenever maintenance works go on for the lifts, electrical panels etc.
26. All the works including AMC works should have insurance policies and shall be properly maintained.
27. Do's & Don'ts in terms of Electrical safety to be shared to all the workmen.
28. Contractors should have periodical briefings (pep talks) with their workers about electrical safety.
29. Aluminum / steel ladders should have proper rubber insulation on its legs. And if required, these ladders shall be kept on electrical safety rubber mats and then use them to prevent electrical shocks.

Industrial safety training including electrical safety for construction/renovation works, Office premises etc., may be given periodically to the contractors, workers, technical & General staff etc. by the professionals / experts i.e. L&T training centre etc.

DETAILED SCOPE OF WORKS

1. **Area of work:** Bank's Office Premises at Panbazar, Guwahati - 781001 and Residential Quarters at G.S. Road, Guwahati-781005. This work is the AMC garden and horticulture maintenance work for the premises which includes all types of routine, preventive, periodical maintenance works.

2. **Details of Manpower-** Contractor shall deploy Gardeners with active mobile phones available at site for taking instruction from Bank's officials / colony caretaker and responsible for all the properties / works within this contract. Further, minimum manpower deployment is as under-

(a) Gardener (Semi-skilled) (5days in week) 03 Nos.

Note:

i. **All labours should report to the caretaker of the Bank's office building / colony at the time specified by the Bank's Engineer.** All labours and supervisor should report to the caretaker/Bank's officials, the working hours shall be 8 working hours (excluding 1-hour lunch break), 5 working days in a week (two paid off per week), the working hours shall be mutually agreed. In emergency circumstances, the workers will have to continue to work till the emergency is over. **The weekly holiday should be given to the workers with an alternative arrangement in consultation with Bank's Engineer and should not be on consecutive days.** Contractors shall maintain a record of payment to their workers and shall submit along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages.

ii. Electricity and water shall be given to agency at nearest available point free of cost by the Bank but all the other arrangements have to be made by the contractor at their own.

iii. **Agency is required to give prompt service. In case of inordinate delay, Bank has a right to levy a penalty for each unattended work.**

iv. In case of any person is found giving poor workmanship, disobeying instruction of the Bank and misbehavior etc., the agency will replace such person(s) from the work as directed by the Bank.

3. Scope of services to be rendered under the contract shall broadly include the following items of work: -

b) Maintenance of the entire horticulture works including vertical garden, cutting of grass by manual / mechanical / electrical equipment, rockery, collection and disposal of garden waste, stones, pebbles, nursing the plants / saplings, watering, periodical trimming and pruning of trees / shrubs / bushes, replacing mortalities by same or other variety of new sapling as approved by the Bank, providing farmyard manure and garden earth / soil at regular intervals, removing weeds and unwanted /

wild growth, spraying approved variety of eco-friendly pesticides / insecticides at regular intervals, etc.

c) Cutting / trimming of tree branches twice a year, tree trunks / stem painting, uprooting the wild growth, removal of any other loose materials which may obstruct the grass cutting by manual / mechanical means, dead / fallen / unwanted tree branches, cutting and disposing of the same outside the premises including cutting grass and wild growth from the developed ground with the help of tools and plants, labourers, etc., from the open area of the entire compound and playground. Uprooting the wild growth including cleaning the area by collecting all small brick bats, stones, concrete pieces, dry leaves and any other loose materials which may obstruct the smooth grass cutting and disposing of the same outside the premises on daily basis as directed by the Bank. The debris so collected shall not be dumped and mixed with other garbage in the office premises. Rate should include for removal of the wild growth from entire premises, making the flower beds, hedges and planting of seasonal plants / flowers.

d) Providing & supplying hedge, edge shrubs, seasonal flower plants, vegetables, grass and other seasonal plants like Kochia, Zinnia, Sunflower (small & big), Cosmos, Balsam, Cockscomb, Guldavari, Marigold (small & big), Dahlia, Cineraria, Salvia, Stock, Dianthus, Gomphrena, Calendula, Football lily, Iris Lily, some good varieties of trees such as Amaltas Tree, Gulmohar, Ashoka, Pendula, Bougainvillea, Neem and other local flower bearing shrubs, fruit bearing trees such as Mango, Jackfruit, Jamun, Coconut, etc. shall be planted or any other as directed / advised by the Bank.

e) Maintenance of trees, shrubs in entire campus area and replacement of dead plants.

f) Providing and supplying new 100 nos. indoor and outdoor plants from the nursery on hire basis. Plants will be selected by the Bank's officials and to be supplied by the firm in good condition and placed at desired locations in the GS Road Colony. The new potted plants shall also be maintained and rotated as advised. Properly maintaining the potted plants and lawn including the cost of painting the pots as per the requirement in desired colour / shade, proper watering, rotation of the plants as per the requirement of the type of plant, supplying sufficient no. of plastic plates to be placed below the potted plants to avoid any spillage of water, etc. The rotation of plants will be done fortnightly and kept and removed from all floors of the building or as directed by the Bank.

g) Properly maintaining the existing indoor and outdoor (approximately) 500 potted plants, lawns and a vertical garden of area 6.3 metres x 3 metres already existing in the Bank Office Premises including the cost of painting the pots as per the requirement in desired colour / shade, proper watering, rotation of the plants as per

the requirement of the type plant, supplying sufficient no. of plastic plates to be placed below the potted plants to avoid any spillage of water, etc.

h) Providing and supplying new 300 nos. indoor and outdoor plants from the nursery on hire basis at Office Premises. Plants will be selected by the Bank's officials and to be supplied by the firm in good condition and placed at desired locations in the Bank building and Bank premises. The new plotted plants shall also be maintained and rotated.

i) The submission of bill as per the schedule of quantity of horticulture work.

j) Removal of the debris due to the horticulture work.

4. The following Registers shall be maintained by the Contractor at office and residential colony:

a) Attendance register

b) Any other log books as directed by Engineer in charge

i. Above registers shall be inspected by Bank officials for their verification.

ii. Contractor should ensure provision of all essential tools to his staff for day to day maintenance & emergency.

iii. Contractor should ensure provision of all safety equipment's, material to his staff.

iv. Contractor should ensure provision of **uniform, safety shoes, gloves, umbrellas, torch, Mobile phone etc.** to his all staff.

v. Provide necessary training to his staff on quality, safety & technology.

vi. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.

vii. RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned in the scope of work without any additional cost.

viii. The list is only indicative.

ix. **Penalty** :- In case the duty Labour/s fails to turn up for work, proportionate recovery for the number of days of absence as per the paid salary (of that Labour) towards each Labour's absence (for minimum 2 hours) **plus** charges paid by the Bank to engage outside agency to attend the works will be recovered from the Monthly bill of the contractor to whom the Bank awarded the AMC contract.

x. The contractor shall furnish bio data along with the copy of Govt. approved ID card, recent passport size photograph, mobile no. etc. of the person deployed for the work in the residential colonies. In case of absence of regular gardener/helper, the alternate person shall be authorized by the contractor to carry out the maintenance work in the Bank's office / residential colony with the contractor's signature duly authenticated. The Contractor will be required to work after obtaining necessary entry pass issued by the competent authority as appointed by the employer. All such staff should have photo identify cards with address, duly signed by the authorized signatory of the Contractor. The contractor shall get the Police Verification done for all workmen.

xi. The contractor shall depute Labour of proven capability. Contractor will be held

responsible for any mischief / damages that may take place in the working / occupied residential colonies on account of workmen's negligence.

xii. The contractor should visit the Bank's office and meeting may be held with the concerned authority) at least once in a Quarter to sort out the problems faced by the contractor/staff.

xiii. Payment will be made on **Monthly basis** after completion of satisfactory work and duly certified by competent authority/ Bank's officials.

xiv. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Bank's Residential colonies. Proper insurance cover for all the laborers posted for the work shall be obtained and copy submitted to the banks for record. The contractor shall be responsible to take all insurances at his own cost to cover all kinds of risks from the time of award of work.

These insurance policies shall be valid till the completion of the contract period. Bank's decision shall be final and binding on the contractor in all matter of dispute arising on the work. On receipt of intimation from the Bank of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract within seven 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.

For the defined scope of work, we recommend minimum requirement of skill as following:

Work type	Required Certification	Minimum Skill Requirement
Horticulture work	Gardener	Semi-skilled

The Contractor shall strictly comply with the provision of fire/safety code & other declaration annexed hereto.

Note:

Contractors are advised to quote their rates after visiting the Office premises and RBI colony confirming the conditions and the detailed scope of work of tender.

Date:

Signature of contractor with seal & stamp

Place:

Address with contact Nos.:

SPECIAL INSTRUCTIONS TO THE TENDERER

1. The workmen will not be allowed to stay within the premises except duty hours.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to tap the same from the point shown to them at their own cost.
4. The Contractors has to obtain permission, if any required from the local authorities / bodies as per the existing local byelaws for such works and the charges/fees if any, has to be borne and paid by the contractor including water and draining charges.
5. The intending tenderer can obtain any clarifications regarding the tender etc. if any from the office of the Assistant General Manager, Reserve Bank of India, Estate Department, Guwahati on a Bank's working day.
6. The entire materials for the work shall be brought to the working area through the staircase only during specified time of working hours as per instructions of Bank's officials. The delivery of materials shall be given on the floors specified in the tenders.
7. The bidder may please note that the work has to be carried out in an occupied building / premises during normal working hours / restricted hours without causing any inconvenience to the other occupants. The rates quoted for each item shall be quoted accordingly. All dismantling work and work generating noise shall be done during the day time and on holidays and day time work may have to be done on restricted hours. Contractor shall take into account the above facts while quoting the rates. The entire work involved shall be carried out with the least disturbance to the staff and also day to day cleaning has to be done by the contractor. The staircase and passages used by the labourers shall be cleaned properly on daily basis, to the entire satisfaction of Bank.
8. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Banks verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity. No overhead and profit shall be considered on the cost difference. The basic prices are ex-godown and are inclusive of excise duty, sales tax, octroi and all other duties levied by Local authority / Government. The rate quoted shall include transportation to site, storing and handling etc.
9. Neat housekeeping at all times is the responsibility of the contractor. The debris / dust or any waste generated out of the above work shall be cleaned as frequently as required and shall be stored at the specified place inside the Bank's Premises, as per the instructions of the Bank's Engineer. The bidder shall remove all the debris stored at the specified place inside the Bank's premises and shift it to the approved waste dumping place as per Municipal regulations as and when the accumulated waste is around one truck load or earlier, if instructed by Bank's Engineer. The contractor shall be solely responsible for any penal action/ penalties levied by Municipal authorities for

violation of their rules/ regulations in this regard.

10. The tenderer shall use only materials of approved brand.

11. Bank will require the contractor to produce, samples of all the materials, accessories/finishes prior to procurement/manufacture. The Bank's Engineer shall approve samples of the materials for the work. Failure to comply with these instructions can result in rejection of the work.

12. Some other works, such as Civil/plumbing/sanitary, or any specialized works etc., have been organized by the Bank through separate agencies. The contractor shall coordinate his work with all other agencies deployed by the Bank at site so that no hindrances are presented to the planned work of any other agency.

13. The contractor should have valid Labour license issued by the Regional Labour Commissioner wherever the number of labourers engaged is 20 or more. The Contractor shall ensure payment of minimum wages to the workmen employed by him as per Central Labour Commissioner's rates and obtain their signature or thumb impression on wage slip. A copy of such wage slip shall be submitted to the Bank.

14. Before quoting the rates contractor should inspect the site and understand the nature and scope of the work for themselves.

15. The contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's officials. The bidder should note that the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. It is expected that the bidder should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards. Bank reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider are appropriate and suitable for the intended use. The contractor is not eligible to claim extra on this account. No claim from the contractor at a later date will be entertained for his failure to understand this condition.

16. Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be final and binding on the Contractor. The Bidder should note that he should execute his part of work without causing any damage to any part of the building and also without disturbing the existing occupants. Any damage so caused shall be made good at the cost & risk of the bidder.

17. The Contractor shall make their own arrangements for storing of their materials at site. The successful contractor shall make sure that they protect their materials during and after installation and hand them over in good shape to the Bank satisfactorily. At the time of handing over, any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Bank.

18. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work.

19. The Contractor shall keep the Bank indemnified against all claims, if any.

20. The Contractor shall submit the addresses, personal details and photographs

of their workmen being engaged by them for the said work to the Bank for obtaining Entry passes. Workmen will be allowed inside the premises only on producing the photo passes issued by the Bank. The contractor, his staff and the labourer will have to comply with the security regulations of the Bank.

21. Wearing of uniform: Successful contractor shall provide a proper uniform to their worker engaged on site for identification purpose at their own cost.

22. Incomplete tender may not be considered for further processing.

23. **List of Documents to be submitted along with Monthly Bill:** Copy of following documents for a particular month duly certified by the contractor /supervisor to be submitted along with Monthly bill for payment:

- i. Copy of Attendance Register
- ii. Declaration for compliance of Contract labour Act & Minimum wages Act.
- iii. A statement showing payment of wages made with signature of labourer.
- iv. GST declaration
- v. Statement showing purchase details of fertilizers and manure for the horticulture works
- vi. Logs showing purchase of saplings with type and quantity.

Place :

Date :

Signature of Contractor with seal

ANNEXURE – A

**Draft of Bank Guarantee for Earnest Money Deposit
(On Non-Judicial stamp paper of appropriate value)**

Place: _____
Date: _____

**Shri. Sanjeev Singha
Regional Director
Reserve Bank of India,
Estate Cell, 4th Floor
Guwahati 781001**

Dear Sir,

Name of work: Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting at Bank's Premises – RBI Main Office Building and GS Road Colony, Guwahati

Ref.:

Date.....

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called 'the said tender') on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit (EMD) M/s (Name of the Tenderer/Bidder) _____, (hereinafter called as "the Tenderer/Bidder"), who are our clients/constituents intend to submit their tender/Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. _____ (Rupees _____ only) in respect of EMD.

NOW THIS GUAREANTEE WITNESSETH

1. We _____ (Name of the Bank) do hereby agree with and undertake to RBI, their successors, Assigns that in the event of the RBI coming to the conclusion that the tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said tenderer, we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _____ (Rupees _____ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the

tenderer under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding to Rs. _____ (Rupees _____ only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees _____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within _____ or any extended period,

all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations hereunder.

Yours faithfully,

For and on behalf of _____ Bank.
Authorised Official (with seal)

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Date:

Signature and seal of the contractor

Place: -

Name and address:

Phone/Mobile no.:

E-mail:

ANNEXURE – B

(The successful Contractor's should give following declaration (1 & 2) along with the bills).

1. DECLARATION

I, Shri/Smt.being the owner/proprietor of..... (name of the firm/establishment), an enlisted vendor of Reserve Bank of India, Guwahati, do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act,1970 and Minimum Wages Act,1948 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labourers engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Signature with date:

Name:

Seal:

2. GST DECLARATION

I do hereby declare that the GST Registration Number of my / our firm / establishment is..... And the GST claimed in the bill will be paid duly to Government of India after receipt of the same from RBI. I will inform RBI in due time about the payment of GST to Government of India.

Signature:

Date Seal:

UN-PRICED SCHEDULE OF QUANTITIES

Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass cutting at Bank's Premises – RBI Main Office Building and GS Road Colony Guwahati

Sl. No.	Item Description	Qty.	Unit
1.	<p>(A) Landscaping, gardening, horticulture and grass cutting (5 days a week): Annual maintenance of the entire horticulture works including cutting of grass by manual / mechanical / electrical equipment, rockery, collection and disposal of garden waste, stones, pebbles, nursing the plants / saplings, watering, periodical trimming and pruning of trees / shrubs / bushes, replacing mortalities by same or other variety of new sapling as approved by the Bank, providing farmyard manure and garden earth / soil at regular intervals, removing weeds and unwanted / wild growth, spraying approved variety of eco-friendly pesticides / insecticides at regular intervals, etc. complete by employing trained manpower – 2 Gardeners (Semi-skilled) for 5 days in a week for AMC works of RBI Office premises and 1 Gardener (Semi-skilled) for 5 days in a week for AMC works of G.S. Road Colony respectively.</p> <p>The rate shall also include for cutting / trimming of tree branches twice a year, tree trunks / stem painting , uprooting the wild growth, removal of any other loose materials which may obstruct the grass cutting by manual / mechanical means, dead / fallen / unwanted tree branches, cutting and disposing of the same outside the premises including cutting grass and wild growth from the developed ground with the help of tools and plants, labourers, etc., from the open area of the entire compound and playground. Uprooting the wild growth including cleaning the area by collecting all small brick bats, stones, concrete pieces, dry leaves and any other loose materials which may obstruct the smooth grass cutting and disposing of the same outside the premises on daily basis as directed by the Bank. The debris so collected shall not be dumped and mixed with other garbage in the office premises. Rate should include for removal of the wild growth from entire premises, making the flower beds, hedges and planting of seasonal plants / flowers all complete as directed by the Bank.</p>		
	<p><u>Note:</u></p> <p>1. The rate shall include for providing & supplying hedge, edge shrubs, seasonal flower plants, vegetables, grass and other seasonal plants like Kochia, Zinnia, Sunflower (small & big), Cosmos, Balsam, Cockscomb, Guldavari, Marigold (small & big), Dahlia, Cineraria, Salvia, Stock, Dianthus, Gomphrena, Calendula, Football lily, Iris Lily, some good varieties of trees such as Amaltas Tree, Gulmohar, Ashoka, Pendula, Bougainvillea, Neem and other local flower bearing shrubs, fruit bearing trees such as Mango, Jackfruit, Jamun, Coconut, etc. shall be planted or any other as directed / advised by the Bank.</p>		

Sl. No.	Item Description	Qty.	Unit
	2. Tools including flexible pipe, lawn mower and plants to be brought by the firm for all necessary functions such as watering, cutting and shaping trees, excavation in making lawns / beds.		
	3. Maintenance of trees, shrubs in entire campus area and replacement of dead plants.		
	4. The rates are including all taxes & including GST, insurance charges, dress charges, eco-friendly manure / fertilizer like farm manure, vermi compost; eco-friendly pesticides / insecticides like neem oil, etc. If any tender rates are found to be not reasonable or not fulfilling the minimum wages / labour rates & taxes, the tender will be treated as non – comparable and will be rejected without any further advice. Any conditional tender will be treated as rejected tender.		
	5. The Contractor is advised to keep informed the ACT / CT of the colonies about any work carried out.		
	6. Before quoting the rates, prospective bidders are advised to inspect the Bank's premises.		
	7. Minimum labour will be involved for above work:		
	(i) Gardener (Semi-skilled) – 01 No. for 05 days in a week (40 hrs in a week) (Staggered) – RBI staff Colony, G.S Road	12	Per month
	(ii) Gardener (Semi-skilled) – 02 no. for 05 days in a week (40 hrs in a week per Gardener) (Staggered) – RBI Office Premises	12	Per month
	Note: (i) The above manpower shall be engaged in Main Office Premises and GS Road Colony as directed by the Bank. (ii) The vendor may need to supply additional manpower/ deploy for additional hours in case of office exigency. The same will be paid proportionate to the above rates.		
2.	Providing and supplying new 100 nos. indoor and outdoor plants from the nursery on hire basis. Plants will be selected by the Bank's officials and to be supplied by the firm in good condition and placed at desired locations in the GS Road Colony. The new potted plants shall also be maintained and rotated as advised. Properly maintaining the potted plants and lawn including the cost of painting the pots as per the requirement in desired colour / shade, proper watering, rotation of the plants as per the requirement of the type of plant, supplying sufficient no. of plastic plates to be placed below the potted plants to avoid any spillage of water, etc. The rotation of plants will be done fortnightly and kept and removed from all floors of the building or as directed by the Bank. This will be the property of the firm. No separate amount shall be paid for their maintenance. No freight and separate charges for labour for transporting plants will be paid. Note: Rates shall be quoted for hiring the plants for one month.	12	Per month
	Main Office Premises		
3.	Properly maintaining the existing indoor and outdoor (approximately) 500 potted plants, lawns and a vertical garden of area 6.3 metres x 3 metres already existing in the Bank including the cost of painting the pots as per the requirement in desired colour / shade, proper watering,	12	Per month

Sl. No.	Item Description	Qty.	Unit
	rotation of the plants as per the requirement of the type plant, supplying sufficient no. of plastic plates to be placed below the potted plants to avoid any spillage of water, etc. The rotation of the plants will be done fortnightly and kept and removed from all floors of the building or as directed by the Bank.		
4.	Providing and supplying new 300 nos. indoor and outdoor plants from the nursery on hire basis. Plants will be selected by the Bank's officials and to be supplied by the firm in good condition and placed at desired locations in the Bank building and Bank premises. The new plotted plants shall also be maintained and rotated as per the item no. 1 b above. This will be the property of the firm. No separate amount shall be paid for their maintenance. No freight and separate charges for labour for transporting plants will be paid. <u>Note:</u> Rates shall be quoted for hiring the plants for one month.	12	Per month
	Total Amount (in figures)		
	Total Amount (in words)		

Note: Amount shall be inclusive of all taxes