



भारतीय रिज़र्व बैंक / RESERVE BANK OF INDIA
संपदा विभाग, कोलकाता - 700 001 / Estate Department, Kolkata - 700 001

महत्वपूर्ण अनुदेश (पात्रता मानदंड और निविदा की अनुसूची सहित)

भारतीय रिज़र्व बैंक, कोलकाता के अलीपुर, उल्टाडांगा, साल्ट लेक, दमदम और एस.पी. कॉलोनी में स्थित बैंक के आवासीय क्वार्टरों के लिए लेंडस्केपिंग, बागवानी, होटिंगल्वर के वार्षिक रखरखाव संविदा (एएमसी) के लिए ऑनलाइन ई-निविदाएं आमंत्रित करता है।

ई-निविदा वेबसाइट www.mstcecommerce.com के माध्यम से प्रस्तुत किया जाना है। कार्य की अनुमानित लागत **रु.34 लाख** (रुपये चौंतीस लाख मात्र) है।

ऑनलाइन निविदाएं **04 सितंबर 2024** को **17:00 बजे** से सभी फर्मों के अवलोकनार्थ/डाउनलोड करने हेतु उपलब्ध होंगी।

पूर्व-योग्यता (पीक्यू) / पात्रता मानदंड:

इच्छुक निविदाकर्ता को निविदा में भाग लेने के लिए निम्नलिखित पात्रता शर्तों को पूरा करना होगा:

क्रम सं.	मानदंड	विवरण
1	पिछले अनुभव की अवधि	इसी तरह के कार्यों को निष्पादित करने का कम से कम 5 वर्ष का अनुभव होना चाहिए, अर्थात् 31 अगस्त 2019 से पहले किए गए कार्य। आवेदक को पिछले 5 वर्षों के दौरान उनके द्वारा किए गए कार्यों का ब्यौरा दिखाते हुए अपनी ग्राहक सूची प्रस्तुत करनी होगी। सूची में ग्राहक का नाम, निष्पादित कार्य का मूल्य, कार्य की शुरुआत और समाप्ति की तिथि, देरी के कारण, यदि कोई हो, आदि जैसे विवरण शामिल होने चाहिए। आवेदक को 5 वर्ष के न्यूनतम अनुभव के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करने होंगे।
2	प्रत्येक पूरा किये गये कार्य का न्यूनतम मूल्य (योग्यता)	पिछले 5 वर्षों के दौरान इसी तरह के कार्यों को सफलतापूर्वक पूरा करने का अनुभव, अर्थात् 31 अगस्त 2019 को या उसके बाद पूरा किया गया कार्य निम्नलिखित में से कोई एक होना चाहिए: i) इसी तरह के तीन पूर्ण कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 40% के बराबर राशि से कम नहीं हो, या ii) इसी तरह के दो पूर्ण कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर से कम नहीं हो। या iii) इसी तरह के एक पूर्ण कार्य जिसकी लागत अनुमानित लागत के 80% के बराबर से कम नहीं हो।

3	वार्षिक कारोबार	31 मार्च 2024 को समाप्त होने वाले पिछले तीन वित्तीय वर्षों के दौरान वार्षिक कारोबार अनुमानित लागत के 100% के बराबर या उससे अधिक होना चाहिए।
4	ऋण-शोधन क्षमता	आवेदक के बैंकर द्वारा, विशेष रूप से कार्य के प्रयोजन के लिए, अनुमानित लागत के बराबर राशि हेतु जारी किया गया ऋण-शोधन क्षमता प्रमाणपत्र प्रस्तुत करना होगा।
5	सेवा सेटअप	पूर्ण सेवा सेटअप कोलकाता या निकटवर्ती शहर/स्थान पर उपलब्ध होना चाहिए, जहां से अपेक्षित गुणवत्ता वाली बिक्री के बाद सेवाएं नियमित रूप से प्रदान की जा सकें।

केवल उपरोक्त योग्यता रखने वाले निविदाकर्ता ही कार्य के लिए निविदा में भाग लेने के पात्र होंगे। उपरोक्त सभी मानदंडों (पूर्व-योग्यता पत्र) के अनुपालन को प्रमाणित करने वाले आवश्यक दस्तावेजों पर "भारतीय रिज़र्व बैंक, कोलकाता के अलीपुर, उल्टाडांगा, साल्ट लेक, दमदम और एस.पी. कॉलोनी में स्थित बैंक के आवासीय क्वार्टरों के लिए लेंडस्केपिंग, बागवानी, होर्टिकल्चर के वार्षिक रखरखाव संविदा (एमसी) संबंधी पूर्व-योग्यता दस्तावेज़" लिखा होना चाहिए और उसे क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, कोलकाता के नाम संबोधित करते हुए, उसे बैंक की जांच के लिए **13 सितंबर 2024 को 14:00 बजे तक** संपदा विभाग, बैंक के मुख्य कार्यालय परिसर, कोलकाता को प्रस्तुत किए जाने होंगे। वैकल्पिक रूप से, सभी पीक्यू दस्तावेज़ की स्कैन की गई प्रति को ईमेल आईडी estatekolkata@rbi.org.in पर **13 सितंबर 2024 को 14:00 बजे तक** भेजी जा सकती है। यद्यपि, जिन फर्मों ने स्कैन की गई प्रतियां ईमेल के माध्यम से भेजी हैं, उन्हें **13 सितंबर 2024 को 14:00 बजे तक** या उससे पहले पीक्यू दस्तावेजों की मूल प्रतियां जमा करनी होंगी।

संविदाकारों को निविदा प्रक्रिया में भाग लेने के लिए अपनी पात्रता के बारे में बैंक को संतुष्ट करने के लिए पूर्व-योग्यता पत्र प्रस्तुत करते समय दस्तावेजों के साथ निम्नलिखित जानकारी लिखित रूप में प्रस्तुत करनी होगी:

ए)	फर्म की संरचना	संविदाकारों के फर्म की संरचना का पूर्ण विवरण (चाहे सविदाकार एक व्यक्ति हो, या एक साझेदारी फर्म, या एक कंपनी आदि) साझेदार की प्रतिलिपि के नाम और पते के साथ एसोसिएशन के अंतर्नियम/पावर ऑफ अटॉर्नी/एसे प्रासंगिक दस्तावेज़ प्रस्तुत किया जाना चाहिए।
बी)	कार्य अनुभव और विनिर्दिष्ट अवधि के दौरान निर्दिष्ट समान कार्यों को पूरा करना	सौंपे गए कार्य की तारीख, दिए गए कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय आदि दर्शाने वाले विस्तृत कार्य आदेशों की प्रतियां और पूर्ण होने की वास्तविक तिथि और निष्पादित समान कार्यों के वास्तविक मूल्य को दर्शाने वाले संबंधित समापन पत्र को कार्य अनुभव के प्रमाण में संलग्न किया जाना चाहिए। (ग्राहक के निजी संस्था होने की स्थिति में टीडीएस प्रमाणपत्र)
		किसी भी केंद्र में भारतीय रिज़र्व बैंक के लिए कार्य करने के पिछले अनुभव, यदि कोई हो, के दस्तावेजी साक्ष्य के साथ विवरण भी दिया जाना चाहिए।
सी)	संविदाकार की ऋण पात्रता और निर्दिष्ट अवधि के दौरान उनका कारोबार	पिछले तीन वित्तीय वर्षों के लिए उनकी साख और टर्नओवर के प्रमाण के रूप में संविदाकार के व्यवसाय के नवीनतम अंतिम खातों के साथसाथ चार्टर्ड - आयकर मूल्यांकन / अकाउंटेंट द्वारा प्रमाणित आयकर क्लीयरेंस प्रमाणपत्र आदेशों की प्रतियां संलग्न की जानी चाहिए। (निविदा में उल्लिखित प्रारूप के अनुसार)
डी)	बैंकरों और उनके वर्तमान संपर्क	अपने बैंकर्स के नाम और पते के बारे में लिखित जानकारी के साथ-साथ संपर्क अधिकारियों (अर्थात् वे व्यक्ति जिनसे बैंक द्वारा अपने बैंकर्स के कार्यालय में संपर्क किया जा सकता है, यदि ऐसा आवश्यक हो) के नाम,

	अधिकारियों के नाम और पते	डाक पते, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि का पूरा विवरण प्रस्तुत किया जाना चाहिए।
ई)	बैंक खातों का विवरण	उनके बैंक खातों का पूरा विवरण दिया जाना चाहिए, जैसे खाता संख्या, प्रकार, कब खोला गया आदि।
एफ)	ग्राहकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	उनके ग्राहकों के नाम और पते के बारे में पूरी जानकारी, जैसे नाम, डाक पता, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर के साथ लिखित जानकारी आदि, संपर्क अधिकारियों (अर्थात् वे व्यक्ति जिनसे आवश्यकता पड़ने पर बैंक अपने ग्राहकों के कार्यालय में संपर्क कर सकता है) को प्रस्तुत किया जाना चाहिए।
जी)	पूरे किए गए कार्य का विवरण	ग्राहक-वार कार्य(र्यों) के नाम, कार्य(र्यों) के निष्पादन का वर्ष(र्षों), दिए गए कार्य(र्यों) की वास्तविक लागत, करार(रों) में निर्धारित पूरा होने का समय और कार्य(र्यों) को पूरा करने के लिए लिया गया वास्तविक समय, उन अधिकारियों/प्राधिकरणों/विभागों के नाम और पूर्ण संपर्क-विवरण प्रस्तुत किया जाना चाहिए जिनके तहत कार्य निष्पादित किया गया था/किए गए थे।

इच्छुक निविदाकर्ता द्वारा बैंक के निर्धारित शर्तों का पालन करने में असफल रहने की स्थिति में, बैंक उसे निविदा प्रक्रिया में भाग लेने से इंकार करने/उनकी निविदा को अस्वीकार करने का अधिकार सुरक्षित रखता है।

निविदा फार्म एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com> पर डाउनलोड के लिए **04 सितंबर 2024 को 17:00 बजे** से उपलब्ध होंगे। पात्र बोलीदाता (जो पीक्यू मानदंड को पूरा करते हैं) की बोली-पूर्व बैठक **20 सितंबर 2024 को 11:30 बजे**, संपदा विभाग, बैंक के मुख्य कार्यालय परिसर, कोलकाता में आयोजित की जाएगी।

पात्र निविदाकर्ता को निविदा के भाग-1 में निर्धारित प्रारूप और तरीके से **25 सितंबर 2024 को 17:00 बजे तक** या उससे पहले **रु.68,000/- (रुपये अड़सठ हजार मात्र)** की ईएमडी जमा करनी होगी।

निर्धारित प्रपत्र में निविदा दो भागों में ऑनलाइन मोड में प्रस्तुत की जाएगी। भाग-1 निविदा में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तों (सभी खंडों और संबंधित अनुबंध अनुसूचियाँ) की स्वीकृति के लिए एक ऑनलाइन वचनबद्धता, निविदाकर्ताओं का कवरिंग पत्र (स्कैन की गई प्रति अपलोड की जानी है) और भाग-2 (मूल्य बोली) ऑनलाइन भरी जानी है।

निविदाओं का भाग। दिनांक **26 सितंबर 2024 को 15:00 बजे** या उसके बाद ऑनलाइन मोड में खोला जाएगा। ऑनलाइन निविदा का भाग। बाद की तारीख में खोला जाएगा, जिसकी उचित सूचना पात्र निविदाकर्ताओं को ईमेल के माध्यम से दी जाएगी।

आवेदकों/निविदाकर्ताओं को सीलबंद लिफाफे/कवर में निम्नलिखित को प्रस्तुत करना होगा:

- निविदा में उल्लिखित प्रारूप के अनुसार ग्राहक प्रमाण पत्र।
- निविदा में उल्लिखित प्रारूप के अनुसार बैंकर/ऋण-शोधन क्षमता प्रमाण पत्र।

प्रमाण पत्र क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, संपदा विभाग, 15, एन.एस. रोड, कोलकाता 700 001 को संबोधित होने चाहिए और जमा करने की निर्धारित तिथि को या उससे पहले जमा किए जाने चाहिए। ग्राहक प्रमाण पत्र केवल तभी स्वीकार किया जाएगा जब उस पर किसी सरकारी/अर्धसरकारी संगठन या पीएसयू के मामले में कार्यकारी अभियंता या समकक्ष रैंक के अधिकारी द्वारा हस्ताक्षर किया गया हो तथा संविदाकार द्वारा किए गए कार्य के लिए उसे प्राप्त भुगतान का पर्याप्त प्रमाण उपलब्ध हो। निजी संगठनों द्वारा जारी किए गए

ग्राहक प्रमाण पत्र के साथ स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र भी होना चाहिए। उपरोक्त प्रमाण पत्रों के बिना प्राप्त आवेदन/निविदाएं अस्वीकार की जा सकती हैं। बैंक को इन प्रमाण पत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा।

बैंक निविदाकर्ताओं की बोली मूल्य के मूल्यांकन से पहले उक्त रिपोर्ट का मूल्यांकन करेगा। यदि किसी भी समय किसी भी निविदाकर्ता के पास निविदा प्रक्रिया में भाग लेने के लिए आवश्यक योग्यता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी कार्य निष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक निविदा के भाग-1 के खुलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। ऐसा करने के लिए बैंक कोई कारण बताने के लिए बाध्य नहीं है।

बैंक सबसे कम कीमत वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

निविदा की अनुसूची (एसओटी)	
ई-निविदा सं.	आरबीआई/कोलकाता क्षेत्रीय कार्यालय/संपदा/21/24-25/ईटी/411 (होर्टिकल्चर के लिए एएमसी)
निविदा का तरीका	ई-खरीद प्रणाली (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली https://mstcecommerce.com/eprocn द्वारा)
प्रेस, बैंक की वेबसाइट पर एनआईटी का प्रकाशन	04 सितंबर 2024
एमएसटीसी ई-प्रोक्योरमेंट पोर्टल पर निविदा की उपलब्धता	04 सितंबर 2024 को 17:00 बजे से
अवलोकनार्थ निविदा की उपलब्धता	13 सितंबर 2024 तक
पीक्यू दस्तावेज प्रस्तुत करने की अंतिम तिथि (ऑनलाइन अलग खंड में, ऑफलाइन, जैसा भी मामला हो)	13 सितंबर 2024 को 14:00 बजे तक
पीक्यू दस्तावेजों की जांच और यदि आवश्यक हो तो स्पष्टीकरण प्राप्त करने के बाद बोलीकर्ताओं की पात्रता का निष्कर्ष	17 सितंबर 2024
बोलीकर्ताओं को उनकी पात्रता के बारे में लिखित सूचना	18 सितंबर 2024
पात्र बोलीकर्ताओं के साथ बोली-पूर्व बैठक	20 सितंबर 2024 को 11:30 बजे संपदा विभाग, आरबीआई कोलकाता, तीसरी मंजिल, बीएमओपी, कोलकाता - 700 001 में ऑफलाइन रूप में
बोली-पूर्व बैठक/परिशिष्ट (यदि कोई हो) के कार्यवृत्त का प्रकाशन	23 सितंबर 2024
ईएमडी जमा करने की अंतिम तिथि	25 सितंबर 2024 को 17:00 बजे तक
प्रस्तुत करने हेतु निविदा (भाग-I और भाग-II) की उपलब्धता की अंतिम तिथि	26 सितंबर 2024 को 14:00 बजे तक
एनईएफटी/ बैंक गारंटी द्वारा बयाना जमाराशि	प्रत्येक बोलीकर्ता से ₹68,000/- (रुपये अड़सठ हजार मात्र) बीजी के रूप में, भारतीय रिज़र्व बैंक, कोलकाता के पक्ष में, संपदा विभाग, आरबीआई कोलकाता में भौतिक रूप में या एनईएफटी द्वारा जमा कराया जाना है। एनईएफटी विवरण - खाता संख्या - 186003001 आईएफएससी कोड - RBISOKLPA01
भाग-I अर्थात् तकनीकी-वाणिज्यिक बोली (पीक्यू मानदंडों को पूरा करने के अधीन) खोलने की तिथि और समय।	26 सितंबर 2024 को 15:00 बजे या उसके बाद।

<p>ऑनलाइन निविदा का भाग ॥ उसी दिन या उसके बाद की तारीख में खोला जाएगा, जिसकी सूचना निविदाकर्ताओं को पहले से दी जाएगी।</p>	
<p>लेनदेन शुल्क</p>	<p>रु .----- एमएसटीसी लिमिटेड के पक्ष में एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से लेनदेन शुल्क का भुगतान</p>

Estate Department
Reserve Bank of India, Kolkata

Notice inviting e-Tender
(Only through e-procurement portal)

Annual Maintenance Contract (AMC) of Landscaping Gardening, Horticulture and Grass Cutting for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata

1. E-Tender in two parts are invited for "**Annual Maintenance Contract of Landscaping Gardening, Horticulture and Grass Cutting for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata.**" The work is estimated to cost Rs.34 lakh for one year.
2. Only those firms having a minimum of 5 years (works completed on or before **August 31, 2019**) of experience of carrying out similar work i.e. "**Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata.**" to any Government or Semi Government Organizations/ PSUs / Private Organizations/ Financial Institutions etc. **And** have executed successfully:
 - (a) Three similar type of works costing not less than the amount equal to **40%** of the estimated cost (₹34 lakh) i.e. ₹13.60 lakh **or**
 - (b) Two similar type of works costing not less than the amount equal to **50%** of the estimated cost (₹34 lakh) i.e. ₹17 lakh **or**
 - (c) One similar type of work not less than the amount equal to **80%** of the estimated cost (₹34 lakh) i.e. ₹27.20 lakh during last 5 years works completed on or after **August 31, 2019**.

And

having a minimum annual turnover of **₹34 lakh** during the last 3 financial years (2021-2022, 2022-2023 & 2023-2024) will only be eligible to tender for the work.

Relevant documents for meeting the above eligibility criteria (Work Orders for 5 years of work experience, Completion Certificate for relevant works from clients for satisfying 40%/50%/80% criteria as above and audited Annual Financial Statements for last three years for turnover) may be submitted to the Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 on or before September 13,

2024 by **14:00 hrs**. Alternatively, the scanned copy of all the PQ document may be forwarded to mail id: estatekolkata@rbi.org.in latest by **September 13, 2024 up to 14:00 hrs**. However, those firms who have forwarded the scanned copies through mail has to submit the original copies of PQ documents on or before **September 13, 2024 up to 14:00 hrs**.

3. The contractors shall also be required to furnish, at the time of submitting Pre-Qualification papers the following information in writing along with documents to satisfy the Bank about their eligibility for participating in the tendering process: .

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's, copy of the Articles of Association/ Power of Attorney/any other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any center, should also be uploaded.
(c)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be uploaded in proof of their creditworthiness and turnover for last three years.
(d)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be uploaded.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be uploaded.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be uploaded.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers /authorities/departments under whom the work(s) was/were executed should be uploaded.

4. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse their participation/reject their tender.
5. e-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com from 17:00 hrs on September 04, 2024 onwards This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is 14:00 Hrs on September 26, 2024. Part I of the e-Tender will be opened at 15:00 Hrs on September 26,2024. Detailed guideline to on the process to submit e-Tender by the vendors have been mentioned in **Important instructions for e-tender** following the Schedule of Tender (SOT) After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.
6. Tender documents in prescribed form shall be uploaded on MSTC website. Part-I of the e-Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter., However, an EMD of ₹68,000/- (**Rupees Sixty Eight Thousands only**) in the form of a demand draft favoring Reserve Bank of India payable at Kolkata or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form or through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no. 186003001, needs to be submitted in person to Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 before 17:00 Hrs on September 25,2024. This should be submitted in sealed cover supercoiling EMD e-Tender for "Annual Maintenance Contract of Landscaping Gardening, Horticulture and Grass Cutting for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata."
7. Part-II (Price bid) shall be opened of the eligible Tenderer on a subsequent date which will be intimated to the Tenderers in advance.
8. Signed copies of the following documents (with rubber stamp of the companies) as given in part I of the tender need to be scanned and uploaded on MSTC website
 - a) Form of Tender given in Section – I
 - b) General Conditions/Appendix/Scope of work etc.: Section-III to VI
 - c) Checklist given in Section - VII
 - d) [Annexure B](#) – GST Declaration Certificate
 - e) [Annexure II](#) - Banker's certificate as per format
 - f) [Annexure I](#) - Client's certificate/s as per format from their clients for whom they have carried out "eligible works" for satisfying 40%/50%/80% criteria as applicable
 - g) Work Order/s showing minimum 5 years of experience
 - h) Audited Financial Statements for the last 3 financial years

9. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/e-Tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.
11. The Bank shall evaluate the said reports before evaluation of price bid of the e-Tenders. If any Tenderer is not found to possess the required eligibility for participating in the e-Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the e-Tender. The Bank is not bound to assign any reason for doing so.
12. The Bank is not bound to accept the lowest e-tender and reserves the right to accept either in full or in part any e-Tender. The Bank also reserves the right to reject all the e-Tenders without assigning any reason there for.

Place: Kolkata

Date: September 04, 2024.

Regional Director for West Bengal.

Important instructions for E-Tendering

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of E-tender:

1.

A) Registration: The process involves vendor's registration with MSTC eProcurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn (Version 3)

1) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact Persons (MSTC Ltd – During Office Hours only):

HO Central Help Desk: (For vendors)- Phone Number :07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

Shri. Sabyasachi Mukherjee - 7278030407

Email id: smukherjee@mstcindia.co.in

Shri. Kranti Kumar – 9174009882 Email id: kkumar@mstcindia.co.in

MSTC Help Line: 9499054101/2/3/4.

Email id : helpdesk@mstcindia.co.in

Contact Persons (RBI - During Office Hours only):

Shri. Subir Kumar Das (AGM, Estate Department)

Mob- 8420632238, subirkdas@rbi.org.in

Shri Ratnesh Ratnakar (Manager, Estate Department)

Mob- 9740544638, ratnakarratnesh@rbi.org.in

Shri Sarthak Sanket Joshi (Assistant Manager, Estate Department)

Mob- 8280819002; sarthakjoshi@rbi.org.in

Shri. Sandip Kumar Vaidya (Manager-Technical, Estate Department)

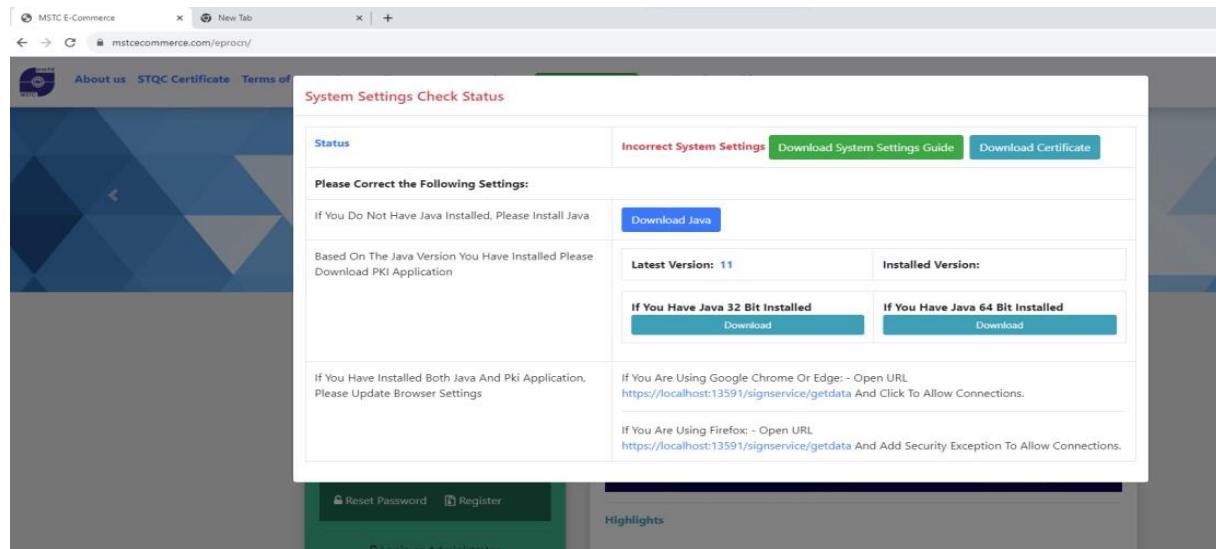
Mob- 9748449499, skbaidya@rbi.org.in

Vendors are required to register themselves online with www.mstcecommerce.com/eprocn

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration Guide.

B) System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn>



2. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without payment of the transaction fee.

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.

3. Information about tenders / corrigenda 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 the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

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.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee->Common terms->Attach Documents->Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.

h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.

i) 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.

j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
<p>2.</p>	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. No deviation to the technical and commercial terms & conditions is allowed.</p> <p>The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.</p>
<p>3.</p>	<p>Clarifications and pre-bid meeting: If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the work, he shall in good time, before the scheduled date of Pre-bid meeting, put forth the particulars thereof and submit them to the RBI, in writing, addressed to the Tender Inviting Authority, in order that such doubts may be clarified authoritatively during Pre-bid meeting and shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.</p> <p>In order to explain the scope of work, other details and to clarify any issues/ queries raised by the bidders, a Pre-bid meeting shall be arranged on the date, time and venue specified in SOT. The bidders are advised to peruse the tender and visit the site and submit any matter requiring clarification to the RBI latest by 12:00 PM on the previous working day. In case the bidder wishes to include any condition while tendering for the work, he will have to submit the same before the pre-bid meeting to enable the RBI to examine/ consider the same. RBI's decision in the matter shall be conveyed to all the bidders after pre-bid meeting but before the scheduled date of submission of the tenders. All the bidders are advised to attend the Pre-bid meeting in their own interest. Any tender received with any deviation/ Condition is liable for rejection.</p>
<p>4.</p>	<p>Amendment to the Tender Document: At any time prior to the deadline for the submission of tender/ Bids, RBI may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify any part of the tender document by an amendment.</p>

	<p>The said amendment in the form of the addendum/ corrigendum will be sent to all the prospective Bidders who have paid the registration fee for the Tender in case of open tenders and all the enlisted contractors, in case of limited tenders. This communication will be in writing and the same shall be binding on the Bidders. Prospective Bidders should promptly acknowledge receipt of the addendum/ corrigendum by fax/courier/e-mail to RBI. The amendments would also be made available on the website of RBI in case of open tenders. The Bidders, especially those who have downloaded the tender document are strongly advised to regularly visit the website www.rbi.org.in to ensure that they are aware of the amendments, if any. The addendum (s), if any, issued will form part of the contract document.</p> <p>In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the RBI may, at its discretion, extend the deadline for submission of Bids.</p>
5.	<p>All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)</p>
6.	<p>Preparation of bid and Cost of bidding: The bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings 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 pertaining thereto.</p> <p>The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information available with the RBI but without any guarantee about its sufficiency and accuracy.</p>
7.	<p>Filling of Rates: Rates should be quoted for each item of work both in figures and words in columns specified in the Schedule of Quantity. Care shall be taken to avoid discrepancy in the rate given in figures and words. The amount for each item should be worked out and requisite totals should be given in the specified column.</p> <p>In the event, no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, the rate for the item shall be considered as 'Zero' and the tender shall be evaluated accordingly.</p> <p>No advice of any change in rate or conditions after the opening of the tender will be entertained</p>
8.	<p>Signing of Bid, Power of Attorney : Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special</p>

	<p>Conditions and other terms and conditions etc. as laid down.</p> <p>The tender submitted on behalf of a firm must be signed separately by each partner of the firm or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, or it must be signed by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952. Otherwise the tender may be rejected by RBI.</p> <p>Bidders shall upload, along with Part-I of the tender, a scanned copy of the power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with Reserve Bank of India and act as the contact person. The sample of proforma of the power of attorney shall be as annexed hereto. The hard copy shall be submitted in office subsequently.</p>
9.	<p>Opening of Bids: The Part I of the tender, will be opened on the time and date, as specified in the presence of authorized representatives of the bidders who choose to be present.</p> <p>The duly filled-in Part II of the tender, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, only will be opened in presence of the authorized representatives of the qualified bidders on a subsequent date which will be intimated to all the qualified bidders.</p>
10.	<p>Clarification & Evaluation of Bids: RBI would subsequently examine and evaluate bids as below:</p> <ul style="list-style-type: none"> a. Price Bids of only those Bidders who are technically qualified shall be opened. b. Rates quoted for each item shall be considered during verification/ scrutiny c. If the rates written in figures and in words do not tally, then the rates quoted by the contractor in words shall be taken as correct d. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and the amount will be worked out accordingly. e. To assist in the examination, evaluation and comparison of the bid, RBI may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing. No change in the price or substance of the Bid shall be sought, offered or permitted except as required during the evaluation of Bids in accordance with tender clauses f. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected. g. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more bidders is same, then such lowest bidders may be asked to submit a sealed revised offer quoting percentage discount on their already

	<p>quoted tendered amount which shall be applicable on all tender items except buy-back amount and Annual Maintenance Contract (AMC) amount, if any. The lowest tender shall be decided on the basis of revised offer. Further, if any such lowest bidder does not revise his bid on lower side, his original bid shall remain valid for further processing.</p> <p>h. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more bidders received in revised offer is again found to be equal, then the RBI shall decide future course of action which shall be final and binding on all the bidders.</p>
11.	<p>Acceptance of Tender and Award of Work: On receipt of intimation from the RBI of the acceptance of his/their tender, the successful bidder shall be bound to implement the contract and within fourteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. Further, 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 executed subsequently</p>
12.	<p>Performance Guarantee: The Contractor whose tender is accepted, will be required to furnish performance guarantee of specified percentage of the contract amount within the period specified. This guarantee shall be from any Scheduled Bank as per the approved proforma annexed hereto.</p>
13.	<p>Taxes/ Duties/ Levies : GST or any other tax/ Duty/ levy applicable in respect of this contract shall be payable by the Contractor and RBI will not entertain any claim whatsoever in respect of the same.</p> <p>The successful tenderers may also note that RBI shall deduct all the statutory taxes (IT/ GST etc.) as per the extant provisions of the applicable Act from the bills and amount due to them from bank and remit the same directly to the Government.</p>
14.	<p>Employer's right to accept or reject any or all the bids: Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids.</p>

**Reserve Bank of India
Estate Department
Kolkata**

Tender for

Annual Maintenance Contract of Landscaping Gardening, Horticulture and Grass Cutting for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata

Name of the Tenderer : _____

Address: _____

Date of Pre-bid meeting: September 20, 2024 at 11.30 Hrs

Last Date of Submission of EMD: September 25, 2024 till 17.00 Hrs

Date of opening of Part I: on or after September 26, 2024 15.00 Hrs

Part II of tender: To be intimated later to the qualified bidders

**Estate Department
3rd floor, Reserve Bank of India, 15, N.S. Road, Kolkata-700001, West Bengal, India.**

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PART - I - Technical & Commercial

**Reserve Bank of India
Estate Department
Kolkata**

**Tender for
Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass
Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum
Dum and S.P.Colony in Kolkata**

(Section I to VII)

Section I
Form of Tender

Place _____

Date _____

Shri R. Kesavan
Regional Director
Reserve Bank of India
Kolkata - 700001

Dear Sir,

We have carefully examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. 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 specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities 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 Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony in Kolkata
(b)	Estimated cost	₹34 lakh
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹68000/-
(e)	Validity of quoted rates	Three years (to be renewed every year based on satisfactory performance)
(f)	Performance Guarantee	10% of the quoted amount per annum (to be submitted by successful contractor) (Annexure-D)

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma.

3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of ₹68000/- as earnest money through NEFT / in the form of BG with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The e-Tender documents are duly signed, filled and submitted / uploaded in two parts separately through online. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2024

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with

name, address and date

(2) Signature with

name, address and date _____

Section II

Articles Of Agreement

The service contract is made the _____ day of _____ between the Reserve Bank of India, having its Office **at 15, N.S.Road, Kolkata-700001** (hereinafter called "the Employer") of the one part and Ms/ _____ (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 Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P.Colony as indicated in the work order:**

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) 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.
- 2) The charges of ₹ _____ (Rupees _____ only) covering the cost of manpower, materials/ manure/ fertilizers/ garden earth/ material for supporting plants/ cutting of tree or branches in consultation/ permission with Local Authority, all tools for maintenance etc. (Regarding permission of Local Authority charges paid will be reimbursed after producing the Receipt) for efficient rendering the maintenance services shall be payable on monthly 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.
- 3) The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- 4) The above charges also includes GST, 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.
- 5) 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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 contractor's obligations.
- 7) 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.
- 8) Supply identity cards to his/ her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times 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. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipments 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. All payments by the Employer under this Contract will be made only at Kolkata.

J. 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.

K. Prevention of Sexual Harassment Clause

- 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.

L. Non-Disclosure Clause

"The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/ equipments 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."

Section III

General Instructions to Tenderers and Special Conditions

3.0 Online Submission of Tender: -

The Tender shall be submitted through online. The tender will be in two parts i.e. Part I containing the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened on or after 15:00 hrs on September 26, 2024. Part II of the tenders will be opened on a subsequent date under system generated intimation to all the tenderers. Telegraphic, Fax and e- mail tenders will not be accepted. All copies of the tenders should be duly signed and complete in all respects with all attachments/ enclosures/ annexures. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

3.1 Tenderers are advised to use only the forms (tender documents) available in the website. Each page of the forms shall be signed and returned / uploaded.

3.2 Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

3.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed, filled and submitted / uploaded through online. The tender should be uploaded and submit online within the stipulated time / date i.e., up to 14:00 Hrs. on September 26, 2024.

3.4 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical details / specification including documents and commercial terms and conditions etc. The NEFT details for EMD shall be uploaded with the tender / mail to estatekolkata@rbi.org.in or irrevocable Bank Guarantee in lieu of EMD shall be submitted in person to Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 on or before 17:00 Hrs. on September 25,2024.

3.4.2 Part I of the tender as submitted in online shall contain the following:

i) Details of NEFT and Bank Guarantee In lieu of Earnest money shall be submitted in person to Estate Dept. Reserve Bank of India, 3rd Floor, 15 N.S. Road, Kolkata – 700 001 within the above cited time line.

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

iii) Any other technical information the tenderer wishes to furnish.

iv) List of deviations, if any, in commercial terms and conditions.

v) Other Certificates / Declarations as per Annexures enclosed to be uploaded in MSTC portal.

3.4.3 The Tenderers are advised to visit the site and acquaint themselves of the site conditions before tendering.

3.4.4 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical details / Specifications 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.

3.4.5 All information, correspondence letters shall be submitted in duplicate and addressed to Shri R. Kesavan, Regional Director, Reserve Bank of India, Estate Department, No.15, Netaji Subhas Road, Kolkata, West Bengal-700001.

3.5 Part II -Price bid: - Part II containing price bid.

3.5.1 This part shall contain prices in Indian Rupees only as per format (Part II) and submitted through online. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void. The tenderer must use only the forms issued by the Bank to fill in the rates. If item rate (i.e. zero / any numerical value) against any item are not submitted by the bidder through online bid submission process, the tender may be considered invalid by the Bank in its discretion.

3.5.2 Rates should be quoted in columns specified. All erasures and alterations will be made while filling the tender through online before the submission of bid / within the stipulated time frame. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the part II tender will be entertained.

3.5.3 The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

3.5.4 For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held at 11.30 AM on September 20, 2024. to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. **All communication regarding points requiring clarifications shall be given in writing to Shri R. Kesavan by the intending tenderers before 12.00 Noon on September 19, 2024** It is mandatory for the intending firms to attend the pre-bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

3.7 Opening of e-Tender: -

Part-I of the e-tenders will be opened on September 26,2024 at 15.00 hrs. IST through system. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated through system generated mail / message to all the eligible tenderers

3.8 Broad Scope of Work

The scope of work shall include the following:

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

3.8.1 Making available the services of staff for Landscaping, Gardening, Horticulture and Grass Cutting purpose in the Bank's Staff Quarters at Alipore, Ultadanga, Salt Lake, Dum Dum and S.P. Colony. The charges quoted shall be for deputing experienced and well-dressed staff to all the aforementioned five quarters for 6 days in a week generally for 8 working hours working as per timing to be mutually agreed upon as decided by the Bank (excluding 1-hour lunch break). However, for the emergency works, the staff have to continue to work till the emergency work is over.

3.8.2 The gardening staff should report to the property caretaker/Bank's Officials.

3.8.3 The charges quoted should include wages to staff, transportation charges, providing and maintenance of kit containing all tools related and necessary to execute the work, cleaning materials like nylon brush, broom, detergent, toilet cleaner, soft cloth etc. required for the work, incidental charges and contractors profit and overhead and taxes as may be levied by statutory authorities

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

- a) In addition to the day to day maintenance work of Landscaping, Gardening, Horticulture and Grass Cutting, tree or branch cutting with permission from Local Authority also necessary to attend all the complaints received from the residents through Caretaker of the colony to avoid any inconvenience to the occupants.
- b) Reporting faults to the Caretaker/P & SO reg. firms who are working under separate AMC/work with the Bank and ensuring the technicians/officials of such AMC holders carry out the required work which may disturb horticulture work.
- c) Liaison with local authorities gardening, forest, Corporation etc. for reporting failures in case of emergencies.

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

3.8.5 The rate quoted in Annexure I and II indicated in this section, shall include

- a) Necessary garden earth/soil, pesticides, farm yard manure, cow dung, replacement of plants, creepers, lawn etc. garden tools, grass/lawn cutting machine etc

b) Work shall be carried out at all height, entire premises no extra payment shall be paid for scaffolding etc., as quoted rate should include for the same.

3.8.6 Payment to contractor shall be made on monthly basis. If the contractor fails to maintain the flats properly with the instructions of the Bank for carrying out necessary corrections within a reasonable period as specified, the Bank, at his discretion will encash the performance bank guarantee indicated in the tender 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.

3.9 Validity of e-Tender: -

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

3.10 Lowest e-tender not necessarily to be accepted: -

- 1) The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.
- 2) The tenderer who's e-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 e-tenders, even though the Bank may elect to modify/withdraw the tender.

3.11 Earnest Money, Security Deposit during Annual Maintenance Contract period:

3.11.1 All Tenderers shall deposit Earnest Money of Rs. ₹68000/- through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at estatekolkata@rbi.org.in by **17:00 Hrs. on** September 25,2024. The Earnest Money Deposit (EMD) is also acceptable in irrevocable Bank Guarantee in the form prescribed by the Bank in Annex. The EMD paid by the e-Tenderer shall be held by the Reserve Bank of India initially valid for 4 months, shall remain un-discharged for such period as may be specified for keeping the tender open. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

3.11.2 The EMD of successful tenderer shall be released on acceptance of the tender and on production of a new Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the Contract.

3.11.3 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 fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the

person so tendering, whether such formal agreement is or is not subsequently executed.

3.11.4 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.11.5 Performance Bank Guarantee (PBG) as security deposit:

On award of the work, the successful tenderer shall furnish an amount equal to **10% (Ten percent)** of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the Contract. The earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Performance Guarantee towards security deposit shall be valid for the entire contract period.

The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order / letter of acceptance of tender.

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions set out in the tender at any time during the Contract.

Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

3.12 The rates shall also be firm and valid up to **March 31, 2025** from the issue of work order and shall not be subject to exchange variations, labour condition, fluctuations in freights or any conditions whatsoever. **No variation in rates shall be entertained during the contract period up to March 31, 2025 from the issue of Work Order.** Rates quoted by the firm shall be fixed till the renewal of contract. 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 Industrial Workers for that particular period.

CCA: Current Contract Amount

NCA: New Contract Amount

$$\text{NCA} = \text{CCA} + [(\text{CPIC} - \text{CPIP}) / \text{CPIP}] \times \text{CCA}$$

CPIC- Consumer Price Index for Industrial Workers (All India Average) 6 months

Prior to the commencement date of contract for the current year
CPIP- Consumer Price Index for Industrial Workers (All India Average) 6 months
Prior to the commencement date of contract for the previous year.

Note :-

- (i) The participating firms/bidders may please note that Ministry of Labour and Employment revise the rate of variable Dearness Allowance twice in a year in general and thereby expected escalation of rates may go up to 5 to 6%.
- (ii) The participating firms/bidders may quote accordingly keeping in view the changes on VDA.
- (iii) Under any circumstances, Bank will not pay any arrears on account of such charges in VDA. However the successful bidder has to pay the labour charges as per statutory norms alongwith increase in VDA(if any) mandatorily.
- (iv) AMC shall be entered with the successful bidder initially upto **31.03.2025** and thereafter on satisfactory service, the same contract may be considered for renewal for another two Financial year subjected to satisfactory performance of the firm.

3.13 Payment terms: -

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.

Payment shall be made on monthly basis. A statement for material/plants consumed/supplied shall be prepared separately, by mentioning the location, and name of material/plants and caretaker's signature after successfully completing the work and a statement showing payment of minimum wages with signature of Workmen.

3.14 The successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved / empanelled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.

3.15 Successful tenderer has to follow minimum wages and contract labour act and pay to his workmen as per this act. Maintain the proper records of the same as per extant law. The workmen / labour deployed for the work shall be paid **minimum wages** & other facility as per provision in the **CLC/contract labour act**. So, the tenderer should workout the AMC rate accordingly. The quoted rate shall include wages for Workmen / labour **as per CLC norms**, all applicable taxes, Provident fund, ESI, dress & safety items for the workmen etc., if any, and applicable to the labours, insurance (workman compensation policy & third-party liability)

The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work. The contractor shall indemnity 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 ₹.2 lakhs per person for any one accident or occurrence and ₹.5.00 lakhs in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. 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.

3.16 Please note that as per Employees State Insurance Act, 1948 Contractor is responsible for making ESI contribution of the person permanently employed, if it is applicable/ required & as per the Government of West Bengal, Ministry of Labour. For the jobs under AMC the contractor shall responsible for take all insurances at his cost to cover all kinds of risks from the time of award of work. These insurance policies shall continue to be valid till the completion of the contract period. Contractor will take workmen compensation policy for all the staff deputed at site and will submit the policy to the Bank after award of work.

3.17 The Contractor shall strictly comply with the provision of safety code as mentioned in the tender. The successful Contractor's should give the declaration along with each monthly bill as mentioned in [Annexure - C.](#)

3.18 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned **from the 10th day after** written work order, is issued.

3.19. The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor shall maintain all registers/ documents as required by the Regional Labour Commissioner at site and should furnish the same to the Bank or its representative as and when required.

3.20 The contractor has to follow the instruction as directed by the Bank's engineer from time to time regarding proper execution of works.

3.21 The contractor should follow the following and continue to have valid license, if any, during the validity of the contract period

(a) Contract Labour (Regulation and Abolition) Act 1970

(b) Payment of Wages Act 1956

(c) Employment of Children's Act 1923

(d) Minimum Wages Act

(e) Employee Provident Fund Act 1952 and scheme made under said Act.

Obtain required licenses/clearances etc. from Assistant Labour Commissioner, Municipality and other local agencies/bodies at his own cost, whatever necessary

3.22 The contractor should ensure payment of minimum wages to all labourers / workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers 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 under 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.

3.23 Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure H](#). If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

3.24 Caution Money For Low/Abnormally low/Unworkable Rates Items of work:-
The Bank, if required, may insist that the tenderer, who is being considered for award of work, a bank guarantee(financial) for performance of the contract in respect of items of work for which the tenderers have quoted low/unworkable rates during evaluation of the tenders. The tendered should accept to submit with the Bank, a bank guarantee(financial) (to be issued by any Schedules Commercial Bank) for some specified amount (caution money) for due performance of their contract, if awarded, in respect of the low/abnormally low/ unworkable rates items of work. This is done with a view to ensure contractor's commitment for execution of low/abnormally low/ unworkable rates items of work strictly as per the specifications in workman like manner, using quality materials, and within specified time periods. The standard format in which the said bank guarantee may be obtained from the successful tenderer within 14 days after award of the contract shall be as per [Annexure J](#).

3.25 Errors, omission and descriptions:

In all cases of omission and / or doubts of discrepancies in the any item or description a reference shall be made to the Engineer of Reserve Bank of India, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

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

In case the duty Labour/s fails to turn up for work, or not attended & or not carried out any captioned work/complaint/s within the stipulated time also the workmen not found in the residential colonies, proportionate recovery for the 2 days 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 complaint/s will be recovered from the monthly bill of the contractor to whom the Bank awarded the AMC contract.

I/We hereby declare that I/We have read and understood the above instructions/scope of work for the guidance of the quotation/tender. I/we hereby agree to abide and fulfill the above terms & conditions/instructions.

Place:

Date:

Signature of contractor with seal.

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not 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 the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or a working platform shall 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 over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, 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. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, 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.

Section IV

The Conditions Hereinafter Referred To

4.1 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” (in the case of a partnership)	“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 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)	“Banks Engineer”	<p>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.</p> <p>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</p>

		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 <u>Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting Contract for Bank's colonies located at Alipore, Ultadanga, Salt Lake, S.P.Colony and Dum Dum</u> for the Employer at Reserve Bank of India, Kolkata 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.

4.2 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" in regard to :

4.3 Schedule of Quantities & Agreement

The Contract shall be executed in triplicate 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.

4.4 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.

4.5 Authorities, Notices and Patents

- 4.5.1** 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, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.
- 4.5.2** 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.
- 4.5.3** 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.

4.6 Materials and workmanship to conform the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bank's SARs) 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.

4.7 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.

4.8 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.

4.9 Assistant Manager (Tech)/Manager (Tech)

The term “Assistant Manager (Tech)/Manager (Tech)” 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 (Tech)/Manager (Tech) 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 (Tech)/Manager (Tech) 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 (Tech) 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.

4.10 Assignments and Sub-letting

4.10.1 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.

4.10.2 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.

4.11 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.

4.12 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 thereto 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

4.13 Insurance in respect of damage to person and property

4.13.1 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.

4.13.2 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.

4.13.3 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.

4.13.4. 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.

4.13.5 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.

4.14 Fire Insurance

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire with in the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorised extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should

they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works up to and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.15 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 such further 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.

4.16 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

(i) has abandoned the Contract, or

- (ii) 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
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters 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 day's 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.

4.17 Termination of Contract by Contractor

4.17.1 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.

4.17.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 17 hereof.

4.18 Matters to be finally determined by 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.

4.19 Settlement of dispute 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, is given abide 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.

4.20 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.

4.21 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.

4.22 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.

4.23 Prevention of Sexual Harassment Clause

1) 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.

- 2) 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.
- 3) 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.
- 4) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- 5) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

4.24 Non-Disclosure Clause

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/ equipments 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.

SECTION V
Commercial Conditions

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of tender	90 days	
2	EMD	EMD @2% (Rs.68000/-) of the total estimated amount as specified in the tender will be submitted along with tender.	
3	Terms of payment	Payment shall be made on monthly basis. A statement for material/plants consumed/supplied shall be prepared separately, mentioning location, name of material/plant etc. with caretaker's signature.	
4	Technical /commercial specifications	As per specifications in Part I of the tender	
5	Termination of contract Penalties	Clause no. 6 of Section-III of General Instruction to tenderers & Special condition	
6	Performance Guarantee	10% of Annual Contract amount in the form of Bank Guarantee	
7	Acceptance for supply of materials/ fittings/ fixtures	At Bank's Standard Approved Rates (SARs) or at reasonable rates approved by the Bank based on actual cost plus 15% OH, transportation & profit	
8	Insurance Clause accepted	Clause -3.15, 4.13 &4.14 Section –IV: Conditions Hereafter Referred to	
9	Payment on submission of bill	On monthly basis	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Signature of contractor with seal:

Date:

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 Deputy General Manager/General Manager, Reserve Bank of India, Estate Department, Kolkata, on any 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 approved materials.
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 specialised 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 from 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. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc., shall be 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.
16. 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 labour 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 to be submitted along with monthly bill for payment:

- i. Statement of replacement of plants etc.
- ii. Statement of materials procured (if any) with the approval of Bank
- iii. Copy of Attendance Register
- iv. Declaration for compliance of Contract labour Act & Minimum wages Act.
- v. A statement showing payment of wages made with signature of labour.
- vi. Documentary evidence indicating the payment made towards PF/ESI
- vii. GST declaration
- viii. Statement showing the various preventive maintenance works done.
- ix. Any other log books/document as directed by Estate Dept. In charge.

Place:

Date:

Signature of Contractor with seal

SECTION VI

DETAILED SCOPE OF WORKS

1. Area of work: Bank's quarters in Alipore, Salt Lake, Ultadanga, S.P. Colony and at Dum Dum comprises of common area of entire premises including Caretaker's Office other than regular flats. This work is for the colony which includes all types of routine, preventive, periodical maintenance works generally of the following nature:

(a) Maintenance of Landscaping, Gardening, Horticulture, tree cutting/trimming and Grass cutting.

2. Details of Manpower- Contractor shall deploy the following manpower with active mobile phone 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 for Bank's each property is as under-

(a) Experience Gardener for Alipore Colony (6 days in week) – 1 no.

(b) Experienced Gardener for Ultadanga (6 days in week) - 01 No.

(c) Experienced Gardener for Salt Lake (6 days in week) - 02 Nos.

(d) Experienced Gardener for S.P.Colony (6 days in week) - 01 No.

(e) Experienced Gardener for Dum Dum (6 days in week) - 03 No.

Total minimum Manpower - **8 Nos.**

Note:

All labours should report to the colony caretaker, the working hours shall be 8 working hours (excluding 1-hour lunch break), 6 working days in a week, the working hours shall be mutually agreed. The emergency works when the workers will have to continue to work till the emergency is over. **The weekly holiday should be given to the workers in consultation with Bank.** 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. **It is also to be noted that the Agency/firm registered with PF/ESIC authorities only will be eligible to participate.**

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.

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

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

A. Landscaping, Horticulture & gardening, grass cutting

- a) The Contractor shall be required to maintain all the work for a period of 12 months and he shall be responsible to replenish the dead plants free of cost during the maintenance period. During this period the Contractor shall take care of all the entire plantation on day to day basis.
- b) The work consists of replace of plants i.e. trees, shrubs, creepers, succulents, flowering plants, lawns and ground covers etc. (Including indoor also).
- c) Take care of periodical watering, weeding, cleaning, lawn with machine cutting, providing of fertilizers and spraying of pesticides, providing manure & red earth etc. at regular intervals for proper growth of all the lawn, plants, tree etc. as required at site. The specifications are as under:

Garden earth/soil: It shall be loamy, all earth clods shall be broken uniformly, properly screened to suit the type of plant (coarse for trees and shrubs and finer for lawns etc.) containing adequate amount of humus, friable, free from perennial weeds, stones, pebbles etc. and free of deleterious substances.

Farmyard manure: It shall be well decomposed cow dung manure in dry condition and free from straws, soil or pebbles and deleterious substances.

Lawn: Lawn shall be maintained properly, levelling shall be in accordance to the contours and spot elevations. Turf/grass shall be spread upon the ground at about 75 to 125mm height. Any cavities should be filled with fine soil/garden earth to maintain proper level.

Insecticides: the insecticides shall be applied for plants, trees, shrubs, creepers etc. at appropriate doses of approved brand.

- d) Removal of unwanted wild grass or growth or control by use of suitable environment friendly chemicals, pruning/cutting of unwanted/dead/broken/ branches of trees etc. and the disposal of out of Premises including the permission of Local Authority wherever required at least once a year or as and when required. If requires additional man power may be deployed for all such works and cost for the same may be included in the quoted price.
- e) During the natural calamity/cyclone etc if any tree falls the cutting disposal of the same in coordination with P & SO and approval of statutory authorities is also part of the scope and contractor may include the cost for the same.
- f) Removal of tree leaves / branches on the roof of parking shades on quarterly basis.
- g) Contractor should include cost of additional manpower, if any required to attend the preventive/periodic maintenance works as indicated in the scope of work.

- h) The lower branches of trees/shrubs/bushes shall be pruned allowing them to grow above a particular height. After pruning the plants shall be mulched with manure and compost to establish new growth.
- i) Including making necessary pits, trenches and filling with suitable garden earth/soil, fertilizer, insecticide etc. for plats, shrubs etc. as and when required.
- j) Colouring and numbering tree stems once in a year.
- k) The successful tenderer must co-operate with any other contractor appointed by the employer so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank's Officials.
- l) The contractor shall use his discretion and put every effort to ensure that the best quality material and workmanship is maintained throughout the contract period.
- m) Removal of pruning/cutting material of tree, grass, surplus garden earth, stone, pebbles etc. and disposing out of the premises.
- n) Doing the needful for providing flowery trees, planting of fruit bearing trees like guava, apple etc, planting of herbs (medicinal) like neem etc.

B. The cost of following items of work should also be included in the quoted rates

i. The following Registers shall be maintained by the Contractor at colonies

- a) Attendance Register
- b) Register of plant replacement / new additions
- c) Routine/preventive/periodic maintenance work register
- d) Any other log books as directed by Estate In charge.
- ii. Above registers shall be inspected by Estate Department officials for their verification.
- iii. Providing of all essential tools to his staff for day to day maintenance & emergency.
- iv. Providing of all safety equipment's, material to his staff.
- v. Providing **uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch, Mobile phone etc.** to his all staff.
- vi. Provide necessary training to his staff on quality, safety & technology.
- vii. Submission of Quarterly Report on Preventive/ periodic maintenance in the prescribed format.
- viii. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person.
- ix. Service / Maintenance Report/Call Sheet should be maintained in each case and should be submitted duly countersigned by the Contractor & user/ complainant while submission of monthly bill. Report should contain the following details:
 - a) Time of call
 - b) Time of report
 - c) Time of restoration
 - d) Nature of failure
 - e) Probable cause
 - f) Action taken
 - g) Components replaced, if any.
- x. 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.
- xi. The list is only indicative. Any maintenance work not specifically mentioned above but required for the healthy operation of the system concerned and for the satisfaction of the occupant/complainant will be considered in part of scope of work.
- xii. The contractor's workforce should attend to the breakdown call immediately. Major/minor complaints shall be attended immediately, and no extra payment will be

made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/Bank holidays, if Bank desired & or in case of emergency/ for very essential work/ breakdown etc., without extra charges/payment.

xiii. The contractor shall furnish bio data along with the copy of Govt. approved I- 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 Residential colonies 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.

xiv. The contractor shall depute Gardener/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.

xv. Nos. and Cell Nos. of both (Gardener & contractor) shall be submitted to the Bank.

xvi. 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.

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

xviii. Bank will not accept any liability for any mishap / accident for all the staff deputed by the Firm while working in the Banks Residential colonies. Proper insurance cover for all the labours 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 and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

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

Work type	Required Certification	Minimum Skill Requirement
Landscaping, Gardening, Horticulture and Grass Cutting Maintenance work	Gardener	Semiskilled

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 the colony visit confirming to the conditions and the detailed scope of work of Part-I & Part-II tender.

Date: _____ Signature of contractor with seal & stamp

Place: _____ Address with contact _____

Section VII
CHECK LIST

(To be filled –in by the bidder)

Sr. No.	Documents/ Confirmation to be submitted along with Part-I of the tender	Bidder's response (Yes/No)
1	Earnest Money Deposit of ₹68000/- by NEFT/ Bank Guarantee	
2	Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents	
3	List of resources/manpower to be deployed full time, along with their qualifications/experience - duly filled in at <u>Annex "A"</u>	
4	Rate list of plants/items duly filled in <u>Annex "F"</u>	
5	Duly filled Unpriced bid in <u>Annex "G"</u> without any price details	
6	List of deviations, if any, in commercial terms and conditions	
7	List of deviation, if any, in technical aspects.	
8	Whether the bidder has visited the site and satisfied himself with all aspects of work which may have bearing on rates	
9	Part II contains only un-priced bill of quantity along with duly filled in cost break up details , without any conditions.	

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annex A

KEY PERSONNEL PROPOSED FOR THE AMC
(To be filled by the bidder and submitted along with Part – I)

Sr. No.	Designation	Minimum No. of personnel	No. of proposed personnel	Proposed Designation	Technical Qualification/Total years of Relevant Experience	Additional Details in Annexure if any
1	Semiskilled Workmen	8				
2	Others-please specify					

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Annex 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, Kolkata, 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

Annex C

Draft of Bank Guarantee for Earnest Money Deposit

(To be stamped as Security Bond)

In consideration of Reserve Bank of India, Kolkata (hereinafter called "the Reserve Bank")
having agreed to exempt
M/s

(hereinafter called "the said bidder") from the demand under the terms and conditions of the tender for **"Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting for Bank's colonies located at Alipore, Ultadanga, Salt Lake, S.P.Colony and Dum Dum**

(Hereinafter called "the said tender") of Earnest money for the due fulfilment by the said bidder of the terms and conditions contained in the said tender on production of a Bank guarantee for ₹----- We (hereinafter referred to as "the Bank") do hereby agree and undertake to indemnify and keep indemnified the Reserve Bank of India to the extent of ₹----- against any loss or damage caused to or suffered by the Reserve Bank of India by reason of any breach by the said bidder of any of the terms and conditions contained in the said tender and pay to the Reserve Bank of India on demand without demur the said sum of ₹----- within a period of one week from the date of receipt of demand from the Reserve Bank of India. Any statement made by the Reserve Bank of India and the amount mentioned in the demand notice given to us shall not be called in question by us and shall be conclusive proof regarding the amount that is payable under the guarantee and that we shall not demand any proof thereof. We further undertake that we will make the payment pursuant to the demand notice issued by the Reserve Bank of India notwithstanding any dispute that may exist or arise between the Reserve Bank of India and the bidder or any other person. We _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of ----- or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to ₹---
----- Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within

____ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability

the performance of the said tender and that it shall continue to be enforceable till all the dues of the Reserve Bank under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till the Reserve Bank certifies that the terms and conditions of the said tender have been fully and properly carried out by the said bidder and accordingly discharges the guarantee subject however, that the Reserve Bank of India shall have no rights under this guarantee after the expiry of ----- or till such extended period required for completion of the entire work at the request of the bidder and/or the Reserve Bank of India.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Reserve Bank of India in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to ₹---
-----Our guarantee shall remain in force until 6 months or such extended date, which may be granted by us at the request of the bidder, and/or the Reserve Bank of India. Unless a suit or action to enforce a claim under this guarantee is filed against us within _____ thereafter, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGNATURE & SEAL OF THE CONTRACTOR:

Date:

Place:

Annex D

Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:
The Regional Director
Estate Department,
Reserve Bank of India,
3rd Floor
15, N.S.Road
Kolkata – 700 001

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass for Bank's colonies located at Alipore, Ultadanga, Salt Lake, S.P.Colony and Dum Dum, as per their Tender dated _____, 2024 and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____, 2024 in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR (Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total said sum of INR _____ INR (Rupees _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said

Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED
(For & on behalf of the above named Bank)

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

BRANCH MANAGER
(Banker's Seal)

Address _____

Annex E

Proforma for preventive maintenance works

Sr. No.	Particulars	Whether attended or not, if attended indicate date	Whether working satisfactorily or not	Remarks
1	Replacement of dead plants, shrubs, creepers, lawn etc. (separate list may be prepared on monthly basis and attached with name & location of plant with every bill).			
2	Garden earth/soil, farmyard manure put to plants, lawn, shrubs, and creepers min. twice a year and as & when required.			
3	Insecticides/pesticides applied to plants, lawn, shrubs, creepers etc., min. twice a year, at least during monsoon and as & when required.			
4	Cutting/pruning & disposal of wild growth, branches of trees etc. twice a year			
5	Numbering, colouring of tree stems once in a year.			
7	Cleaning of roof top of vehicle parking sheds once in a quarter.			

Signature of Contractor
With Date
with Date

Signature of Caretaker/Security officer (maintenance)

Annex-F

Rate List of Plants/Items

1. The rates for supplying plants, seasonal flowering shrub/plants, soil, manure, etc. shall be reasonable. These rates are for reference purpose only for the Bank to procure plants, seasonal shrubs/plants, soil, manure etc. for maintaining various open horticulture area of Bank's premises, vertical gardens and decorating indoor passages/cabins/etc. **But, the rates shall not be considered for deciding L1 bidder.**
2. The Bank is not bound to procure any plants/flower or soil at the rates quoted by the contractor for following items. The Bank may procure plants/flowers or soil directly from the market and hand over the same to the contractor for plantation or its intended use in the Bank's premises. The contractor needs to follow the instruction of the Bank in the matter. No extra cost shall be payable to the contractor.

A	Flower baskets & Plants	Unit	Rate Only
1	Providing and supplying Tata rose single stick with leaves and gladiolous double stick long type	Per set	
2	Providing and supplying corner flower arrangements with Tata rose, Dutch Carnation, Dahila, Chrysanthemum or other equivalent with 25 Nos. Of Flower with leaves in proper shape with Kolkata grass duly filled in oasis and available vases to be placed at designated area as per requirement.	Per corner flower arrangement	
3	Arica Palm medium size (3' to 5' height) in 10" Pots	Each	
4	Araucaria / Christmas plants medium size	Each	
5	Money Plants Green with mostick (apprx 3'	Each	
6	Money Plants Golden with mostick (apprx 3'	Each	
7	Money Plants Variegated with mostick (apprx 3'	Each	
8	Syngonium with mostick (apprx 3'	Each	
9	Oxicodium Green with mostick (apprx 3'	Each	
10	Oxicodium Golden with mostick (apprx 3'	Each	
11	Rebix Palm (Height 2' to 3') in 10" Pots	Each	
12	Cicus Palm 10 -15 leaves medium size in 12" Pots	Each	
13	Bamboo Palm/Cane Palm (apprx. 3' to 4' height) in 10" to 12" Pots	Each	
14	Phoenix Palm 10 -15 leaves medium size in 10" to 12" Pots	Each	
15	Zamia Palm 08 -10 leaves in 10" to 12" Pots	Each	

16	Lolina 8" to 10" Pot	Each	
17	Aglonema Single Green/Silver in 10"Pot	Each	
18	Aglonema 3 in 1 Green/Silver in 10" to 12"Pot	Each	
19	Aglonema Red (Lipstick Hybrid) 6"Pot	Each	
20	Aglonema Snow White 6"Pot	Each	
21	Peace Lily Hybrid 6" Pot	Each	
22	Chloroptyum Hybrid (Spider Plant) 6" to 8" Pot	Each	
23	Pandanus Variegated 8" to 10" Pot	Each	
24	Diffen Bachia 5 to 6 Leaves Single	Each	
25	Diffen Bachia 5 to 6 Leaves (3 in 1)	Each	
26	Croton petra 8" to 10" Pot	Each	
27	Croton mini baby 8" to 10" Pot	Each	
28	Croton duck foot 8" to 10" Pot	Each	
29	Croton black leaves 8" to 10" Pot	Each	
30	Croton Golden 8" to 10" Pot	Each	
31	Song of India Single 8" to 10"Pot	Each	
32	Song of India 3 in 1 8" to 10"Pot	Each	
33	Schefflera Variegated 8" to 10 " Pot	Each	
34	Schefflera Green 8" to 10 " Pot	Each	
35	Ferkeria 10 -15 leaves in 10" to 12" Pot	Each	
36	Ficus Green (apprx. 3' to 5' height in Polybag)	Each	
37	Ficus Black (apprx. 3' to 5' height in Polybag)	Each	
38	Ficus Panda (apprx. 3' height in Polybag)	Each	
39	Ficus Starlight (apprx. 3' height in Polybag)	Each	
40	Ficus Safari (apprx. 2' to 3' height in Polybag)	Each	
41	Dracaena Victoria in 8" to 10" Pot	Each	
42	Dracaena Mahatma in 8" to 10" Pot	Each	
43	Senoveria in 6"to 8" Pots	Each	
44	Dracaena Marginata in 8" to 10" Pot	Each	
B	Dwarf Variety for Vertical Garden or Table Top	Each	
1	Money Plant Golden	Each	

2	Money Plant Variegated	Each	
3	Syngonium Green/Red/White	Each	
4	Money Plant Green	Each	
5	Peace Lily	Each	
6	Zamia Palm	Each	
7	Arica Palm	Each	
8	Sensoveria Hybrid	Each	
9	Aglonema Red (Lipstick Hybrid)	Each	
10	Aglonema Snow White	Each	
C	Shurubs/Hedges Plants in Poly Bags		
1	Inerme	Each	
2	Golden Duranta	Each	
3	Hamelia	Each	
4	Chandani Single	Each	
5	Chandani Duble	Each	
6	Chandani Dwarf	Each	
7	Callendra	Each	
8	Motia	Each	
9	Mogra	Each	
10	Putranjeeva	Each	
11	Murraya	Each	
12	Kener	Each	
13	Hebiscus	Each	
14	Dinela	Each	
D	Hybrid Seasonal Flowers in 6" to 8" Pots		
1	Dahlia	Each	
2	Zenia	Each	
3	Merrygold Inca	Each	
4	Dianthus	Each	
5	Chrysanthemun (Goldavari) in 10" Pot	Each	
6	Vinca	Each	
7	Petunia	Each	
8	Stock	Each	
9	Salvia	Each	

10	Kale	Each	
11	Calendula	Each	
12	Pansy	Each	
13	Ice Plant	Each	
14	Antirrhinum (Dog Flower)	Each	
15	Cineraria	Each	
16	Carnation	Each	
17	Geranium	Each	
18	Gazania	Each	
19	Silverdust	Each	
E	Grass (Pure Quality)		
1	Loose Grass Selection No 1	Sft	
2	Carpet Grass Selection 1	Sft	
3	Mexican Grass (Nilgiri)	Sft	
F	Garden Earth and Manure		
1	Garden earth(20% volume of earth will be deducted for voids)	Cum	
2	Farm yard manure(20% volume of earth will be deducted for voids)	Cum	

The above Quote shall be excluding GST

Place:

Signature and seal of the

contractor

Address with Contact Nos.

Date:

Annex G

Unpriced Bid

Preamble to Schedule of Quantities

The Contractor shall take into account the following while quoting rates:

1. Visiting the site, gathering information about work and understanding the scope of work well before quoting the tender.
2. The Bank shall consider allowing the contractor to take the water and electricity from the premises. All hoses and wire etc. shall be arranged by the contractors at their own cost.
3. Providing for all costs and charges incurred by the contractor complying with safety health and welfare regulations, appertaining to staff and work people employed on the site. The rates include all taxes as applicable.
4. Contractors shall be fully responsible for all the staff/ workmen deployed by them. Minimum wages should be paid and certificate confirming the same should be enclosed along with bill.
5. The workers engaged at site for the work shall wear a jacket over their normal dress which shall have the firm's name clearly written on the back.
6. Supply of decorative / flower plants shall be done on the basis of approved rates / Market rate / previously paid rate etc. whichever is lowest.
7. Watering at desired intervals to avoid drying up of the plants (indoor and outdoor). The water will be provided by the Bank at existing fixed points.
8. The manure to be spread as per requirements at desired intervals, the cost of manure shall be paid as per bank's approved rates.
9. Re-plantations of grass and other plants wherever required, making lawn thick and green, keeping the shrubs, hedges etc. in growing and green condition all the times and trimming the branches of shrubs, hedges, trees as and when necessary.
10. Desired quantities of earth as per site requirements and as per the instructions of the Bank's engineer shall be spread, the cost of earth shall be paid as per Bank's approved rates.
11. Cleaning of flower pots and other plants pots, gardens and keeping out dry leaves from the premises shall be done by the contractor's labour on regular basis without charging any extra amount for payment.
12. Planting and maintaining **flower beds and vertical garden** with season flowers at all seasons

13. Providing all garden equipment like lawn movers, grass cutters, tools, hose pipes, crane for watering, supports, trimming for plants.

14. The rates quoted shall include wages, transportation charges, providing and maintaining of equipment kit containing all tools and plants required for the work including rubber / plastic pipes for watering purpose, incidental charges and contractor's profit and overheads and all taxes as may be levied by statutory authorities from time to time excluding GST.

15. The rates quoted for wages of semiskilled workers shall include basic wages, VDA plus ESI, EPF, Bonus, EDLI & Admin charges, Contractor's Profit (C.P.) & overhead component as detailed given in Schedule of price bid. The rates quoted for semiskilled workers should not be less than minimum basic wages calculated based on rates of wages (Industrial workers- Construction and Maintenance of road, etc.) notified as in order of Government of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner(C) New Delhi dated 01/04/2024. The minimum monthly basic wages shall be calculated considering 26 days in a month. No leave reserve to be considered while calculating monthly wages of labour.

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

17. Removal of all debris, leaves, branches falling or cut from trees etc. out of the Bank's colony Premises

Place:
Date

**Signature of the tenderer
with seal**

**Performa for Undertaking/Declaration/Certificate by the Bidder
regarding country sharing land border with India**

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
Regional Director
Reserve Bank of India, Kolkata

Name of Work: Annual Maintenance Contract for Landscaping, Gardening, Horticulture and Grass Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S P Colony in Kolkata

I/We..... (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 611812019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in development projects

(Strikeout whichever of the above is not applicable)

3. I /We further certify that..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we.....(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Performa for Undertaking regarding Declaration by the Bidder for debarment by public institution(s)

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,
Regional Director
Reserve Bank of India, Kolkata

Name of Work: Annual Maintenance Contract for Landscaping, Gardening, Horticulture and Grass Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S P Colony in Kolkata

1. I/ We..... (Name of the bidder) declares that

- a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on.....(last date of submission of bid).
- b) I/We or any of our allied firm have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on.....(last date of submission of bid).
- c) we will inform the Bank in writing, in case, /we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I/ We(Name of the bidder) declare that I/we or our allied firm* (Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

*Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.

Annexure J

Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the tenderer have quoted low/unworkable rates

Place

Date

Regional Director

Reserve Bank of India Kolkata

Dear Sir/Madam,

Name of work: Annual Maintenance Contract for Landscaping, Gardening, Horticulture and Grass Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S P Colony in Kolkata

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called "the Employer") has invited tenders for _____ work - hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the tenderer shall furnish a performance bank guarantee for sum of Rs. _____/- (Rupees _____ only) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which the tenderer have quoted low/unworkable rates (hereinafter referred to as "the low rates items of work".)

M/s _____, (hereinafter called as "the Tenderer"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low ratd items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSTH

1. We _____ (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, their successors, Assigns that in the event of the Reserve Bank of India 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 Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs.____/- (Rupees ____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Tenderer under the said additional Conditions, provided, that our liability against such sum shall not exceed the sum of Rs. ____/- (Rupees ____ only).

2. We also agree to undertake to and conform 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 Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India 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 Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement of agreements or other understandings between the Reserve Bank of India and the Tenderer.

4. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Reserve Bank of India 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 Reserve Bank of India 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 Rs.____/- (Rupees ____ only).

(b) Our liability under these present 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 in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to _____ (date) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

(Seal of the Scheduled Bank)

Signature of the Authorised Official

(Name, designation, date etc.)

Note - This guarantee will require stamp duty as applicable in the State of _____, where it is executed and shall be signed by the official whose signature and authority shall be

Annex-K

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

Annual Maintenance Contract of Landscaping, Gardening, Horticulture and Grass Cutting for Bank's colonies located at Alipore, Ultadanga, Salt Lake, S.P.Colony and Dum Dum .

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note: Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

CLIENT CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & Address of the Client :

Details of works executed by

1	Name of the work with brief particulars	
2	Agreement No. & Date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount, if any)	
8	Gross amount of the work completed & paid	
9	Name & address of the authority under whom work had been executed	
10	Whether the contractor employed qualified engineer / overseer during execution of work	
11	(i) Quality of work (indicate grading)	Outstanding / V.Good / Good / Satisfactory / Poor
	(ii) Amount of work paid on reduced rate, if any	
12	a) Did the contractor go for arbitration? b) If yes, the total amount of claim Total amount c) awarded	
13	Comments on the capabilities of the contractor	
a	Technical proficiency	
b	Financial soundness	
c	Mobilization of adequate T & P	
d	Mobilization of manpower General behavior	
 Signature of Officer of the rank of Executive Engineer or equivalent with Official seal Signature of Reporting Officer with official seal

Annexure – II

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether partnership / private limited / proprietorship / public limited)
2. Name of the proprietor / Partner / Directors of the firm
3. Turnover of the firm during the last three years
4. Credit facility / Overdraft facility enjoyed by the firm
5. Dealings
6. The period from which the firm has been banking with the bank
7. Any other remarks

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost **Rs.34 lakh.**

(Signature) for the bank with official seal

Note:

1. The banker's certificate should be on the letter head of the bank, sealed in cover and addressed to the tendering authority
2. In case of partnership firm, certificate to include names of all partners as recorded with the bank

Perfoma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:

The Regional Director
Estate Department
Reserve Bank of India
Kolkata

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for "Annual Maintenance Contract (AMC) for Landscaping, Gardening, Horticulture and Grass Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt Lake, Dum Dum and S P Colony in Kolkata" as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

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

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

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

BRANCH MANAGER
(Banker's Seal)

Address _____

PART-II

Reserve Bank of India, Kolkata
Estate Department

**Annual Maintenance Contract for Landscaping, Gardening, Horticulture and
 Grass Cutting Contract for Bank's Quarters located at Alipore, Ultadanga, Salt
 Lake, Dum Dum and S P Colony in Kolkata**

Schedule of Quantity

Sr. No.	Description of item	Rate (A)	Unit	Qty(B)	Yearly amount(C) (Ax B)
1.	<p>Monthly charges of deploying worker/gardener (Semiskilled worker) at colony premises.</p> <p>The minimum monthly wages of unskilled worker comprises of followings:</p> <ul style="list-style-type: none"> a. (Basic Wages+ VDA) b. ESI / insurance c. PF d. Bonus e. EDLI & Admin Charges f. C.P & overhead plus other expenses (tools & plants, insurance expenses, other expenses of materials, uniform, hose pipe etc.) 		Month	12	
3	Total excluding GST				
4.	Add : GST amount (in Rs.)				
5.	TOTAL amount (in Rs.) including GST Say				

Note: -

- 1) (Basic wages +VDA)/person/month will be applicable as per Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (c), New Delhi.
- 2) Service charges will be inclusive of necessary material as mentioned in the scope of work and maintaining of tool kit required for rendering the above mentioned assigned work, contractor's profit, overhead, transportation and all taxes as may be levied by statutory authorities from time to time.
- 3) GST as applicable will be paid extra at prevailing rate as per Government's notifications.
- 4) The participating firms/bidders may please note that Ministry of Labour and Employment revise the rate of variable Dearness Allowance twice in a year in general and thereby expected escalation of rates may go up to 5 to 6%.
- 5) The participating firms/bidders may quote accordingly keeping in view the changes on VDA.
- 6) Under any circumstances, Bank will not pay any arrears on account of such charges in VDA. However the successful bidder has to pay the labour charges as per statutory norms alongwith increase in VDA(if any) mandatorily.
- 7) AMC shall be entered with the successful bidder initially upto 31.03.2025 and thereafter on satisfactory service, the same contract may be considered for renewal for another two Financial year subjected to satisfactory performance of the firm.

Place:

Date:
with seal

Signature of contractor