

Bihar Urban Infrastructure Development Corporation Ltd.



REQUEST FOR PROPOSAL (RFP)

FOR

**“MAINTENANCE OF LANDSCAPING AND
HORTICULTURE WORKS**

AT

BUDDHA SMRITI PARK, PATNA ”

Note: No change in the document by the bidder is permissible.

Section – I

Section – II

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION

2.1.1 BUIDCo is responsible for the development, maintenance and management of Buddha Smriti Park, Patna entrusted to it and for matters connected thereto.

2.1.2 BUIDCo intends to select an agency for maintenance of landscaping and horticulture work at Buddha Smriti Park, Patna.

2.2 DEFINITIONS

In this document (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- a) **“BUIDCo”** means Bihar Urban Infrastructure Development Corporation Limited and shall include its authorized representatives, successors and assignees.
- b) **“The Employer”** or **“The Purchaser”** means the Managing Director, Bihar Urban Infrastructure Development Corporation Limited and its representative.
- c) **“The Bidder”** means a firm which participates in the bid and submits its proposal.
- d) The **“Bid/Tender”** shall mean the proposal/offer along with supporting documents, submitted by the Bidder.
- e) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as **“Contractor”** appearing anywhere in the document.
- f) **“The Letter of Award”** means the issue of a signed letter by BUIDCo of its intention to award the work mentioning the total Contract Value. The services will start from the date of issue of Letter of Award.
- g) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein

- b) “**The Contractor**” means the individual or firm supplying the Services under this Contract.
- c) “**The Contract Price**” means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “**Contract Value**” appearing anywhere in the document.
- d) “**NIT**” is the Notice Inviting Tender It is essentially the Press Notification of the Tender.

2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include:

- i. Section I Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. Section III General Conditions of Contract
- iv. Section IV Special Conditions of Contract
- v. Section V Scope of work
- vi. Section VI Formats for submission of Similar Work Experience
- vii. Section VII Formats for submission of Bank Guarantee
- viii. Section VIII Financial Proposal

2.3.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document is not furnished along with the tender if the tender is not responsive with the Bid Document.

2.4 PRE-PROPOSAL MEETING

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2.5 AMENDMENT OF BID DOCUMENTS

2.5.1 At any time, prior to the date of submission of Bids, the BUIDCo may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by issuing corrigendum.

2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. The BUIDCo will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

2.7 DOCUMENT FEE AND EARNEST MONEY DEPOSIT (EMD)

2.7.1 The proposal should be submitted along with a document fee of Rs. 10000/- (Rupees Ten Thousand only) in form of demand draft and an EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a demand draft/ BG drawn in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation Limited" on any Scheduled bank payable at Patna. The Bid submitted without EMD and/or the document fee will be summarily rejected.

2.7.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the BUIDCo and has furnished the required Performance Guarantee.

2.7.3 The EMD of the unsuccessful Bidder will be returned after the LOA is issued to the successful bidder.

2.7.4 The EMD will be forfeited:

- (i) If a Bidder withdraws its bid during the period of bid validity, or
- (ii) If the Bidder fails to accept the BUIDCo's corrections of arithmetic errors in the Bidder's bid (if any), or
- (iii) If the Successful Bidder fails to sign the contract agreement with the BUIDCo, or
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

2.8 BID VALIDITY

The bids shall remain valid for a period of **120** days from the last date of submission.

2.9 ONLY ONE BID PER PARTY

Each bidder is permitted to submit **ONLY ONE BID**. **In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the BUIDCo shall not entertain any request/correspondence in this matter.**

2.10 SUBMISSION OF PROPOSALS

2.12.1 All the proposals will have to be submitted **ONLY in HARD BOUND** (Hard

bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

2.12.2 The Bid shall be typed or written in indelible ink and all pages shall be stamped and signed by a person or persons duly authorized to sign on behalf of the Bidder. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

2.12.3 The proposals shall be submitted in one parts, viz.

(a) **Envelope-1: Technical Proposal**

Containing document fee and EMD as prescribed in the tender document in section 2.7 and “**Technical Proposal**” (Containing duly signed all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered. The envelope should be super scribed as “**Technical Proposal**” at the top left envelope bidder must be write bid id number on the proposal.

2.12.4 The sealed envelopes should again be placed in a sealed cover super scribed as **Bid from: M/s _____)** “**NOT TO BE OPENED BEFORE -----** ---, which will be received in the office of **Managing Director, Bihar Urban Infrastructure Development Corporation Limited** up to the due date and time mentioned in the Schedule of Events (Section-II – 2.18) of this document.

2.12.5 Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single manufacturing company making the offer.

2.12.6 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the bid and all other connected documents.

2.12.7 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

2.13 LATE BIDS

Any bid received by the BUIDCo after the time and date for receipt of bids prescribed by the BUIDCo in the tender as per Section-II – 2.18 may be summarily rejected and returned unopened to the Bidder.

2.14 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.14.1 The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the BUIDCo.
- 2.14.2 Subsequent to the last date for receipt of bids, no modification/withdrawal of bids shall be allowed.
- 2.14.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.15 LOCAL CONDITIONS

- 2.15.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 2.15.2 The Bidder is expected to visit and examine the sites and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.
- 2.15.3 The Bidder and any of their employees/agents/subcontractors will be granted permission by the BUIDCo to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and any of their employees/agents/subcontractors will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 2.15.4 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The BUIDCo shall not entertain any request for clarification from the Bidder regarding such local conditions. 2.15.5 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the BUIDCo. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the BUIDCo on account of failure of the Bidder to know the local laws / conditions.
- 2.15.6 The site related information furnished by BUIDCo in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by BUIDCo shall not be entertained at any stage

2.16 CONTACTING THE BUIDCo

Any effort by a Bidder influencing the BUIDCo's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.17 ELIGIBILITY CRITERIA

2.17.1 Bidders that meet ALL of the following qualification criteria need only apply.

- (i) The bidder should have an annual turnover of Rs. 01 (One) Crore in any of the last three financial years. 80% revenue must come from horticulture and landscaping business. A certified copy of CA must be attached.
- (ii) **Experience in similar nature i.e maintaining of Landscaping and Horticulture work of single park of at least 7 (Seven) acres and at least another 3 (three) parks in any Govt/PSU during the last 5 (Five) year ending last day of month previous to the month of publication of this tender.**
- (iii) Successful completion certificate mentioning the scope of work, date of start and completion of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory
- (iv) Copies of work orders / contracts from the client stating the project title, project value and the brief scope of work of the project.
- (v) The bidder must have its own nursery registered with govt. of Bihar Agriculture Department (Certificate copy to be attached).

2.18 SCHEDULE OF EVENTS

2.19 OPENING OF PROPOSAL

The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

- i. Document fee and Earnest Money Deposit (EMD)
- ii. Technical Proposals

2.20 EVALUATION

2.20.1 The BUIDCo reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change any time during the process of evaluation.

2.20.2.1 Phase-1: Technical Proposal Evaluation:

First, the Document fee and Earnest Money Deposit will be checked and if both are found furnished by the Bidders in the prescribed manner, then the Technical Proposal documents shall be evaluated. The Bidder shall have to fulfill all the qualification Criteria as specified in Section-II – 2.17.1, in totality and submit all the required documents that relate to the qualification Criteria terms and conditions. Those bidders who do not fulfill the terms and conditions of qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by clause compliance of the technical specifications as mentioned in the Bid document. The BUIDCo reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

2.20.2.2 Phase-2: Financial Proposal Evaluation:

The Price Bids of only the qualifying firms who are short-listed in Phase-1 will be evaluated. The proposals shall be opened in presence of their representatives who choose to attend. The date of opening shall be intimated to the qualified bidders at the appropriate time.

The Financial Proposal Evaluation will be based on the “the least cost”, which would be the total payouts including all taxes, duties and levies for maintaining landscape and horticulture work.

2.21 DECIDING AWARD OF CONTRACT

2.21.1 The BUIDCo reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. The Bidder has to present the required information to **Managing Director, Bihar Urban Infrastructure Development Corporation Limited** and its appointed representative on the date asked for, at no cost to the BUIDCo.

2.21.2 The BUIDCo shall inform the date and time set for opening of Financial Proposals. The notification may be sent by email/ fax/ post.

2.21.3 The Financial Proposals of qualified Bidders shall be opened publicly in the presence of one representative each from the respective Bidders, who

choose to attend. The name of the Bidder and the quoted prices shall be read aloud and recorded when the Financial Proposals are opened.

- 2.21.5 BUIDCo will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 2.21.6 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.
- 2.21.7 The BUIDCo will notify the Successful Bidder on its intention to award the work through “Letter of Award” mentioning the total Contract Value. The services will start from the date of issue of Letter of Award.
- 2.21.8 The BUIDCo will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.21.9 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the BUIDCo. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.
- 2.21.10 The contract will be **awarded on least cost basis.**

2.22 GENERAL INSTRUCTIONS TO THE BIDDERS

- 2.22.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the offices of BUIDCo, Patna (if any) is not reimbursable.
- 2.22.2 The remuneration, which the Successful Bidder shall receive from the contract, will be subject to normal tax liability in India.
- 2.22.3 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.
- 2.22.4 Any bidder who is indulging in Canvassing in any form or trying to influence in the tendering process will lead to disqualification of the bid.

2.23 CONFIDENTIALITY

- 2.23.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- 2.23.2 As used herein, the term “Confidential Information” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- 2.23.3 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

Section – III

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 CONDITIONS:

- 3.1.1 The Contractor shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the BUIDCo from time to time.
- 3.1.2 The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for general maintenance and housekeeping services.
- 3.1.3 The Contractor should provide proper dress and I-cards to its staff. In case of change of staff, BUIDCo should be informed in advance.
- 3.1.4 In case the any materials of the park are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform the BUIDCo. In such a case, the Contractor will be liable to replace the item at his own cost or the

BUIDCo shall have the right to recover the loss from the contractor's monthly bill. The decision of the BUIDCo in this matter will be final.

- 3.1.5 The park premises are the property of the BUIDCo and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the BUIDCo decides that the Contractor should not be allowed to run the service, the BUIDCo will be entitled to restrain the Contractor from entering the park.
- 3.1.6 Supply of total number of personnel for maintenance of landscaping and horticulture work of the park is as mentioned here in under:

| Sl No | Name of the post | Type of the post/ Qualification | No of people |
|-------|---------------------|------------------------------------|--------------|
| 1 | Site In Charge | B.Sc. (Agriculture) | 1 |
| 2 | Supervisors | Skilled | 2 |
| 3 | Gardeners (Mali) | Semi-Skilled | 10 |
| 4 | Labour/Helper | Un Skilled | 10 |

Weekly holiday is to be provided by the contractor as per Shop and Establishment Act.

- 3.1.7 The Contractor shall maintain the Minimum Wages Rules set by the Government of Bihar, and in the tender application the categories of the labour to be engaged should be specified as viz. unskilled and semi-skilled. The Contractor will make payment to his staff engaged in the park as per the minimum wages rates for these categories, as specified from time to time by the state Government and follow the relevant labour rules.
- 3.1.8 The Contractor's staff shall not be treated as the BUIDCo's staff for any purposes what so ever. The Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The BUIDCo shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.
- 3.1.9 The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactment at his own risk

and cost in respect of all staff employed by him and keep the BUIDCo indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers required under the above mentioned rules and regulations and the BUIDCo and his authorized representative shall be entitled to inspect all such records at any time.

The Contractor shall pay wages directly to the workman within 7th day of every month without any intervention of any labour contract. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

- 3.1.10 The Contractor shall at his own expenses, take Workmen Compensation Insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the BUIDCo. The Contractor shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of BID.
- 3.1.11 The Contractor shall obtain specified labour license from Labour Department, Government of Bihar, within a reasonable time period after issue of Letter of Award of (LOA) for employment of labour in the park.
- 3.1.12 The Contractor shall not appoint any Sub-Contractor for the work assigned to him.
- 3.1.13 The Contractor shall make his own arrangements for transportation of his employees, if required.
- 3.1.14 Payment for the gardening materials is to be made as per Schedule of Rate of Government of Bihar. If the item is not covered in SOR then at present market rate, subject to verification by the BUIDCo.

3.2 SECURITY DEPOSIT:

Security deposit @ 5% of monthly bill amount will be recovered by the BUIDCo from the bill of each month for the faithful and due performance of the contract by the Contractor in accordance with the terms and conditions specified in this contract. The security deposit will be returned to the Contractor without any interest after satisfactory completion of the contract against appeal of the contractor subject to satisfactory performance of the contract. Security deposit is to be forfeited and credited to the BUIDCo in the event of non-performance of the

contract by the Contractor.

3.3 TERMINATION:

3.3.1 Notwithstanding anything contained hereinbefore to the contrary, the BUIDCo shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the BUIDCo. If the Contractor abandons his service for which he/she is committed to the BUIDCo, Security Deposit will be forfeited by the BUIDCo.

3.3.2 The BUIDCo reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfill any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the BUIDCo.

3.3.3 On termination of the Agreement, the Contractor must immediately, i.e., within 24 hours, withdraw its men and materials from the park and the Contractor shall have no right to claim any demurrage/compensation from the BUIDCo for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

3.3.4 Payments of final bill will be released only if it is accompanied by the proof of the following:

(a) Having handed over the complete establishment including all materials and equipment of the park to the BUIDCo or his authorized representative, in good condition.

(b) Having vacated the park that may have been allotted to him for discharge of the contractual obligation.

3.4 PENALTY:

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the BUIDCo shall make alternative arrangement to do it and the cost incurred by the BUIDCo thereby, shall be recovered from the Contractor's unpaid bills and Security Deposit.

3.5 REVISION OF RATE:

Effect of revision of minimum wage as per revised circular of Government of Bihar may be considered against contractor's appeal supported by relevant documentary evidence, subject to approval of the Competent Authority of the BUIDCo.

3.6 TAXES, DUTIES AND LEVIES:

All taxes, duties, levies etc., imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor.

3.7 PERIOD OF CONTRACT:

Contract period of the above work is 36 (Thirty Six) calendar months from the date of issue of work order. It may be extended on mutual consent if the services are found to be satisfactory.

3.8 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

3.8.1 If and whenever any of the Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority.

3.8.2 The Contractor shall be responsible for proper behavior of all the staff, employed directly or indirectly by him.

3.8.3 All Contractors' personnel entering upon the park premises shall be properly identified by dress and badges of a type acceptable to the BUIDCo which must be worn by them at all times during duty hours.

3.8.4 The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff engaged by him in the park to the BUIDCo at the time of commencement of the contract. Any replacement of staff by the Contractor should be immediately informed to the BUIDCo.

3.9 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the

expiration of the duration of contract.

3.10 PAYMENT OF CONTRACTOR'S BILL:

3.10.1 Payment due to the Contractor shall be raised by the Contractor to the BUIDCo within 10th day of every month. Payment is to be made on the basis of actual attendance of labours. However, the final payment shall be made to the Contractor within 3 weeks of the submission of bill after completion of all the obligations under the contract.

3.10.2 Payments of bill shall be released only if it is accompanied by the proof of the following:

- i. Certified Attendance Sheet by the BUIDCo authorized representative;
- ii. Duty Roster for the succeeding months;
- iii. Challan for deposit of ESI;
- iv. Challan for deposit of Provident Fund;
- v. Receipted payment of wage sheet to employees for the preceding month.
- vi. Entry challan of gardening materials provided and the bill thereof.
- vii. Deposit of challan of Service Tax (Service Tax collected the BUIDCo).

3.10.3 Payments of Security Deposit, Earnest Money final bill be released only if it is accompanied by the proof of the following:

- (a) Having handed over the complete establishment including all materials and equipment of the park to the BUIDCo or his authorized representative, in good condition.
- (b) Having vacated the park premises that may have been allotted to him for discharge of the contractual obligation.

3.10.4 In execution of this contract, regarding upward and downward revision of wage from time to time, the BUIDCo shall follow the schedules and circulars of the government of Bihar.

3.10.5 All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule.

3.11 ACCIDENT OR INJURY TO WORKMEN:

The BUIDCo shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any

workman or other person in the employment of the contract save and except an accident injury resulting from any act or default of the BUIDCo. The Contractor shall indemnify and keep indemnified the BUIDCo against all such damage and compensation whatsoever in respect or in relation thereto.

3.12 DAMAGE TO PROPERTY:

The Contractor shall be responsible for making good to the satisfaction of the BUIDCo any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the BUIDCo.

3.13 ARBITRATION:

- 3.13.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
- 3.13.2 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 3.13.3 It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
- 3.13.4 The venue of the arbitration shall be at PATNA.
- 3.13.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make there under and for the time being in force shall apply to the arbitration proceedings under this clause.

3.14 JURISDICTION:

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Patna for the purpose of actions any

proceedings arising out of the contract and the courts at Patna only will have the jurisdiction to hear and decide such actions and proceedings.

3.15 GENERAL RULES:

Smoking and drinking within the entire area of the park is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

3.16 SITE FAMILIARISATION:

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

3.17.1 PERFORMANCE GUARANTEE

3.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of Bank Guarantee issued by a Scheduled Bank in India equivalent to 5% of the Contract Value valid for a period of 15 months within 28 days of issue of Letter of Award. In case of extension of services, the contractor shall submit the fresh BGs for the subsequent periods.

3.2.2 The Performance Guarantee shall be as per the formats given in Section VIII.

3.2.3 The Performance Guarantee shall be payable to the BUIDCo as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations under the contract.

3.12 FORCE MAJEURE

3.13.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes,

insurrections, civil commotion, war, enemy actions.

- 3.13.2 If a Force Majeure arises, the Bidder shall promptly notify BUIDCo in writing of such condition and the cause thereof. Unless otherwise directed by BUIDCo the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

3.14.1 GOVERNING LAWS AND JURISDICTION

The Agreement shall be governed by the laws in force in Bihar. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Patna.

Section – IV SCOPE OF WORK

4.1.1 Garden maintenance shall include, but not be limited to:-

- i) Watering plants, seedlings, trees, saplings, lawns etc. as per seasonal requirement.
- ii) Necessary weeding and cleaning of the lawns as a measure to keep the lawns free from weeds.
- iii) Necessary weeding and cleaning of hedge, cactus garden etc., all horticulture aspect/features.
- iv) Trimming of hedge, edge, shrubs etc., and pruning of trees along the boundary walls on regular basis.
- v) Regular mowing of the lawns followed by fertilizers and micronutrients to all necessary features as and when required/as per schedule.
- vi) Spraying of insecticides, pesticides, fertilizer & vitamins where and when required/as per schedule including pest control.
- vii) All filth and garbage generated during the work or other matters which are unusable, shall have to be removed outside of the park premises by the agency at its own cost.

4.1.2 The agency must submit along with the tender in detail the maintenance operation/management schedule inclusive of detail break up in connection with quantities for application of fertilizers, spraying of insecticides, pesticides etc., during the execution of maintenance work for following items:-

- i) Lawn: Lawn should be mowed by lawn mower. Weeding being the major work in lawn area special care should be taken to keep the lawn free from

weeds. Fertilizers and high analysis organic manure to be applied as needed. All these operations shall be undertaken where and when required/as per schedule.

- ii) ANNUAL BED (SEASONAL FLOWER BED): Before sowing the seedlings, ground should be well prepared having need based mixture of bulky organic manure and high analysis organic manure. Transplant disease free seedlings of 3-4 weeks age having symmetry growth. Apply decomposed organic manure after two weeks of transplantation and repeat, at required day's interval schedule, until formation of buds.
- iii) HEDGE/EDGE: Watering, manuring and weeding along with other intercultural work will be taken up following a need based schedule. Height of hedge and edge should be maintained properly for beautification and developing aesthetic values of the garden.
- iv) TREES, SHRUBS: Weeding, soil preparation, manuring, pest controlling, trimming, training etc. as where and when/as per schedule.

4.2 SPECIAL CONDITIONS:

- 4.2.1 Consumable materials as and when required for the work, like good earth, manure, fertilizers, insecticides, pesticides, seasonal seeds, seedlings, plants, shrubs etc., will be supplied by the agency on chargeable basis.
- 4.2.2 The authority shall ensure water supply which will be available at various points all over the garden and no other items should be supplied by the BUIDCo.
- 4.2.3 No accommodation for the workers will be provided by the BUIDCo.
- 4.2.4 Night stay inside the park premises is not permissible at any circumstances.
- 4.2.5 The contractor will provide all necessary machinery, equipment, tools & tackles, hose pipe, land mower (operated by petrol/diesel/kerosene), garden shears, secateurs, sprayers, dusters, weeding hook, brooms, buckets etc.
- 4.2.6 For transportation and other gardening operations, the agency has to deploy its own manpower, materials, equipment, like tractor, trailer, water tanker, lawn mower, garden rollers etc., for carrying out the different horticultural operations.

Section VII

Form – 1

SIMILAR WORK EXPERIENCE

From,
(Name and Address of Bidder)

.....
.....

To,

Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd
Patna.

We hereby declare and conform that we,(Name of The Bidder), having registered office at(address) have successfully executed following projects in the last 3 years.

| Sl No | Name of the client organization | Work Order | Project Value in INR | Brief Scope of Work | Date of Successful Completion | Completion certificate attached |
|-------|---------------------------------|------------|----------------------|---------------------|-------------------------------|---------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Yours truly,

(Signature of Authorized Signatory)

Section VIII

**FORMAT FOR SUBMISSION OF BANK GUARANTEES
(PERFORMANCE BANK GUARANTEE)**

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

FORMAT FOR SUBMISSION OF BANK GUARANTEES

(EARNEST MONEY DEPOSIT)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ *for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.