



## **E-Tender for Annual Maintenance Contract (AMC) for Horticulture Works at Bank's Office Building and Char Imli Staff Quarters, Reserve Bank of India, Bhopal**

Reserve Bank of India invites E-Tender for AMC for Horticulture Work at Bank's Office Building and Char Imli Staff Quarters, Bhopal. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested companies / agencies / firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a. E-tender Name	Annual Maintenance Contract for Horticulture works at Bank's Office Building and Char Imli Staff Quarters, Bhopal
b. E-Tender no.	RBI/Bhopal/Estate/136/20-21/ET/196
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through ( <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
d. Date of NIT available to parties to download	11:00 hrs of October 05, 2020
e. Pre-Bid meeting (offline)	15:00 hrs on November 02, 2020 Venue: Reserve Bank of India, 5 <sup>th</sup> floor, Estate Department, Hoshangabad road, Bhopal
f. Earnest Money Deposit	<b>Rs. 1,25,136/-</b> by depositing DD/PO or bank guarantee of said amount personally with Shri. Sourabh Sharma (Assist. General Manager) on or before 14:00 hrs on November 13, 2020. OR by depositing through NEFT in favour of Reserve Bank of India, Bhopal in the A/c 186003001 & IFSC – RBIS0BLPA01 (5th and 10th being zero) on or before 14:00 hrs on November 13, 2020.
g. Tender Fees	<b>Nil</b>
h. Last date of submission of EMD.	Up to 14:00 hrs of November 13, 2020



i. Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	11:00 hrs of November 04, 2020
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 hrs of November 13, 2020
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	15:00 hrs of November 13, 2020
<b>l. Transaction Fee</b>	Rs. 3,130/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director  
Reserve Bank of India  
Bhopal**



**Reserve Bank of India, Bhopal**

**Estate Department**

**Hoshangabad Road**

**Bhopal – 462011**

**(Techno-Commercial Bid)**

**E-TENDER FOR  
Annual Maintenance Contract for Horticulture works  
at  
Bank`s Building and Char Imli Staff Quarters, Bhopal**

Last date for Submission of E-Tender: on or before November 13, 2020 till 2:00 PM

Date of Pre-bid meeting (Offline) : November 2, 2020 at 3:00 PM



**Reserve Bank of India, Bhopal  
Estate Department**

AMC of Horticulture works at Main Office Building and RBI Staff Qtrs, Char Imli, Bhopal

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**RESERVE BANK OF INDIA, BHOPAL**  
**ESTATE DEPARTMENT**

**Annual Maintenance Contract for Horticulture works at Bank`s Office  
Building and Char Imli Staff Quarters, Bhopal**

**DISCLAIMER**

Reserve Bank of India, Estate Department, Bhopal, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by RBI in submitting the Tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.

No reimbursement of cost of any type will be paid to persons or entities expressing interest.



**Reserve Bank of India, Bhopal  
Estate Department**

AMC of Horticulture works at Main Office Building and RBI Staff Qtrs, Char Imli, Bhopal

**NOTICE INVITING TENDER (NIT)  
(Only through e-procurement)  
SCHEDULE OF TENDER (SOT)**

This is an open E-tender enquiry. However, only those bidders/vendors who are qualified for the work as per qualification criteria stipulated in the tender are eligible to participate in this tender. Bidders are advised to upload the documents in support of their eligibility for the tender during the submission of E-tender.

a. E-tender Name	<b>Annual Maintenance Contract for Horticulture works at Bank`s Office Building and Char Imli Staff Quarters, Bhopal</b>
b. E-Tender no.	RBI/Bhopal/Estate/136/20-21/ET/196
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mscecommerce.com/eprochome/rbi">www.mscecommerce.com/eprochome/rbi</a> )
d. Date of NIT available to parties to download	1100 hrs of 05/10/2020
e. Pre-Bid meeting (Offline)	02/11/2020 at 1500 hrs
f. i) Earnest Money Deposit ii) Tender Fees	<b>Rs – 1,25,136/- Nil</b>
g. Last date of submission of EMD.	1400 hrs of 13/11/2020
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mscecommerce.com/eprochome/rbi">www.mscecommerce.com/eprochome/rbi</a>	1100 hrs of 04/11/2020
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	1400 hrs of 13/11/2020
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately	1500 hrs of 13/11/2020



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<b>j. Transaction Fee</b>	Rs. 3,130/- plus GST @ 18% Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED
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1. Reserve Bank of India, Bhopal invites E-tender from eligible firms/companies for horticulture services at its Office Premises and Char Imli Staff Quarters for maintenance of gardens, lawns, plants, shrubs, etc. by deploying the services of experience gardener/workers for initial period of 4 months w. e. f. December 1, 2020 to March 31, 2021. However, the contract can be extended for further period of two years (one year at a time) commencing from April 1, 2021 subject to satisfactory performance of the horticulture service provided and adherence to contractual obligations by the service provider.

**2. Eligibility (pre-qualification) Criteria:**

The intending tenderers should satisfy the following prescribed eligibility criteria:

- a) Should have minimum 5 years of experience of successfully executing similar works in office/commercial establishments. Tenderers should furnish their clients list showing the details of work carried out. The list shall include details such as name of client, name of work and date of commencement of work, date of completion of the work supporting with completion certificate, work orders, etc. The tenderers should submit documentary evidences in support of minimum experience of 5 years of similar works.

- b) Should have successfully executed similar works during last 5 years as on September 30, 2020 should be either of following:

- i. Three \*similar completed works individual costing not less Rs. 25,02,720/-

OR

- ii. Two \*similar completed works individual costing not less Rs. 31,28,400/-

OR

- iii. One \*similar completed works costing not less than Rs. 50,05,440/-

- c) Should have minimum annual turnover of Rs. 62,56,800/- during last 3 financial years supported with audited financial copies. Income tax clearance certificate and final business account of last three consecutive years duly certified by a practicing chartered accountant should be enclosed in proof their creditworthiness and turnover.

- d) Should furnish solvency certificate (Banker`s Certificate) issued by the applicant's banker specifically for the purpose of the work, for an amount of Rs. 62,56,800/- ([Annexure 'C'](#))



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- e) Should furnish Client`s certificate as per format (as in [annexure-E](#)) for eligible works they have carried out in terms of eligibility criteria explained in this documents and tender notice. The client`s certificate shall be accepted only when the same is duly signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/semi government organization or 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. Tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify theses certificates.
- f) Should have valid Labour License under contract Labour Act or any other Acts/rules (self-attested copy to be submitted)
- g) Should have PAN card number (self-attested copy to be submitted)
- h) Should have Good and Service Tax Registration number (self-attested copy to be submitted)
- i) Should have valid registration number of the agency/firm/company (self-attested copy to be submitted)
- j) Should have Provident Fund registration number (self-attested copy to be submitted)
- k) Should have ESIC Registration number (self –attested copy to be submitted)
- l) Should have their own office/branch in Bhopal or nearby places wherefrom regular services can be provided.
- m) Should have national/local presence and market reputation.

\*similar works means – maintaining open garden, open lawn, horticulture area, shrubs/plants by deploying services of experience gardeners/workers.



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## **Important instructions for E-procurement**

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

### **Process of E- tender:**

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

**SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)**

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govt depts → Select RBI Logo- > Register as Vendor -- Filling up details and creating own user id and password → Submit.
- 2) 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 person (RBI):**

1. Assist. Manager – Vanchha Singh (M-7379404857)
2. Assist. Manager - Ashok K Gupta (M-9717108444)

### **Contact person (MSTC Ltd):**

1. Mr. Shishupal Yadav, Assist. Manager – [syadav@mstcindia.co.in](mailto:syadav@mstcindia.co.in), [mstcbhopal@mstcindia.co.in](mailto:mstcbhopal@mstcindia.co.in) – Mobile: 8826562675, 76-77(R) , First Floor, Zone-I, M. P. Nagar, Bhopal -462011

Goole hangout ID- (for text chat) - [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

### **B) System Requirement:**

- i. Windows 7 or above Operating System
- ii. IE-7 and above Internet browser.
- iii. Signing type digital signature
- iv. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.





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To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

- Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options → custom level (Please run IE settings from the page <https://www.mstcecommerce.com> once)

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprhome/rbi](http://www.mstcecommerce.com/eprhome/rbi). Tenders will be opened electronically on specified date and time as given in the Tender.
3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

**Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form.

The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

**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.

4. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of



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vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

5. E-tender cannot be accessed after the due date and time mentioned in NIT.

**6. Bidding in e-tender :**

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



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**Estate Department**

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- g) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
  - h) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
  - i) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
  - j) Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprchome](http://www.mstcecommerce.com/eprchome) to familiarize them with the system before bidding.
  - k) No deviation to the technical and commercial terms & conditions are allowed



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**Section - 1**  
**Form of Tender**

Shri Vivek Aggarwal  
Regional Director,  
Reserve Bank of India, Bhopal.

Dear Sir,

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

**Memorandum**

(a)	Name of Work	Annual Maintenance Contract for Horticulture works at Bank's Office Building and Char Imli Staff Quarters, Bhopal
(b)	Estimated cost of work	Rs. 62,56,800/- (excluding GST)
(c)	EMD	Rs. 1,25,136/-
(d)	Security Deposit / Performance Guarantee	5% of contract amount in the form of Bank Guarantee.
(e)	Time period of AMC	Initially the contract shall be awarded for four months commencing from December 1, 2020 to March 31, 2021. The contract shall be renewed for another 2 years (one year at a time) if performance is found satisfactory.

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



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3. We shall deposit a sum of Rs. 1,25,136/- (Rupees One lakh Twenty Five Thousand One Hundred and Thirty Six only) as an Earnest Money with Reserve Bank of India, which amount will not bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. In addition, successful bidder will have to submit performance Bank guarantee of 5% of contract amount for successful execution of the contract. The Performance Bank Guarantee will be released after successful execution of work yearly basis. This performance Bank Guarantee is renewable in case the successful contractor is willing to continue the work for another subsequent year.

Place:

Yours faithfully,

Date

(Signature of Contractor)



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**Section: 2**

**Articles of Agreement**

ARTICLES OF AGREEMENT made the .....day of....., 2020 between the Reserve Bank of India (hereafter called "Bank") having its office at Hoshangabad Road, Bhopal - 462011 on the one part and M/s ..... (Thereinafter called "the Contractor") on the other part.

WHEREAS the Bank is desirous of entering into **Annual Maintenance contract for Horticulture Works at Bank`s Office building and Char Imli Staff Quarters, Bhopal.**

AND WHEREAS the Contractor has agreed to execute the work subject to the Conditions set forth herein and to the Conditions of contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as 'the said Contract Amount')

**NOW IT IS AGREED AS FOLLOWS:**

1. This agreement is came into effect from 01.12.2020 and will remain in force up to 31.03.2021 or unless it is terminated as per the terms herein after contained.
2. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions and Appendix, the contractor shall upon and subject to the said Conditions execute and complete the work as per Specifications.
3. The Bank shall pay the Contractor, the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions subject to deduction of taxes as applicable of law.
4. In the said conditions hereinbefore mentioned, the Assistant General Manager in charge of the Estate Department shall act on behalf of the Bank.
5. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
6. The agreement and documents mentioned herein shall form the basis of this Contract.
7. The Contractor shall make good any damages done to the Bank`s property after completion of such work.



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8. The Bank reserve to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
  9. Terms of payment: All payments by the Bank under this Contract shall be made only at Reserve Bank of India, Bhopal. Payment shall be made on **Monthly** basis on submission of bills as laid in clause no.11 of General terms and Condition of contract. However, services will have to be provided on **daily** basis as per scope of the contract.
  10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have jurisdiction to determine the same.
  11. The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act-2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal Complaints Committee constituted by the contractor and contractor shall ensure appropriate action under the said Act in respect to the complaint.

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

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

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

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





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any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

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

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

14. The Contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor.

15. The following letters are the part of agreement:

a) Estate (Bhopal) No. \_\_\_\_\_ dated \_\_\_\_\_

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

**Signature Clause:**

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri \_\_\_\_\_

(Name and designation)



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**In the presence of**

(1) Shri \_\_\_\_\_

(Name & Designation)

Estate Department

Reserve Bank of India, Bhopal

(2) Shri. \_\_\_\_\_

(Name & Designation)

Estate Department

Reserve Bank of India, Bhopal

**SIGNED AND DELIVERED**

\_\_\_\_\_

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners.

**In the presence of:**

(1) Shri. \_\_\_\_\_

(Witness)

(2) Shri. \_\_\_\_\_

(Witness)

**THE COMMON SEAL OF**

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

\_\_\_\_\_ in the

presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

Directors who have signed these presents in token thereof

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.



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**In the presence of**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

SIGNED AND DELIVERED BY the  
Contractor by the hand of Shri

\_\_\_\_\_ and duly constituted attorney.

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



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**Section: 3**

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

**1. Downloading tender document and Submission of Tender:**

Intending tenderers who have experience in maintenance work of horticulture gardening, lawns, shrubs and plants etc. shall download tender document by visiting MSTC website from **October 5, 2020**. Tender for "**Annual Maintenance Contract for Horticulture work at Bank's Office Building and Char Imli Staff Quarters, Bhopal**" shall be uploaded/submitted through MSTC website strictly in accordance to the procedures prescribed in NIT of this document & will be remain open to the tenderer for participation before **14:00 hrs on November 13, 2020** under any circumstances whatsoever.

**2. Part I – Technical & Commercial:**

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

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

(i) Intending tenderer has to deposit a sum of **₹ 1,25,136/- (Rupees One lakh Twenty Five Thousand One Hundred and Thirty Six only)** as Earnest Money Deposit with the Reserve Bank of India, Estate Department, Bhopal-462011 by depositing DD/PO or bank guarantee of said amount personally with Shri. Sourabh Sharma (Assist. General Manager) on or before 1400 hrs on November 13, 2020.

OR

Earnest Money Deposit (EMD) shall be deposited through NEFT in favour of Reserve Bank of India, Bhopal in the A/c 186003001 & IFSC – RBIS0BLPA01 (5<sup>th</sup> and 10<sup>th</sup> being zero) on or before the date given in NIT.

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

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

**3. Part II – Online Price Bid:**

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



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be treated as null and void.

- (b) Rates should be quoted in Indian Rupees only. No request for any change in rate or conditions after the opening of online Price-Bid (Part-II) tender will be entertained.
- (c) The rates quoted shall be based on the Price Bid (Part-II) of tender and shall be firm and binding till the entire Contract period.
- (d) The contractor shall quote rates of quantities considering all the conditions mentioned above and elsewhere in the tender document.

4 **Pre-Bid Meeting: Offline as per sr. no. (d) Schedule of Tender. All intending tenderers shall require to attend pre-bid meeting. Tenderer who failed to attend pre-bid meeting, their E-tender shall be rejected without assigning any reason. Attendance in Pre-bid meeting is compulsory to all participating tenderers.**

5. Opening of Tender:

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

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

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

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

6(b) All information, correspondence letters shall be submitted and addressed to Shri. Vivek Aggarwal, Regional Director, Estate Department, Reserve Bank of India, Bhopal-462011.



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7. No advice whatsoever especially on any change in rate, specifications or conditions after opening of Price-Bid of the tender will be entertained.
- 8(a) **The rates quoted for wages of skilled/unskilled workers shall include basic wages, VDA plus ESI & PF component as detailed given in Schedule of price bid. The rates quoted for skilled/unskilled 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 08/05/2020. The minimum monthly basic wages shall be calculated considering 26 days in a month. The rate shall exclude Good and Service Tax.**

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

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

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

- 8(c). Good and Service Tax (GST) shall be paid extra at applicable rate prevailing at the time of monthly payment to the contractor
- 8(d). The contractor shall furnish a break-up of rate/cost/amount of any of the items, wages or all the items, as may be sought for by the Bank, along with supporting documents etc. This, however, shall not be construed for any additional claim at any point of time.

9. The Earnest Money Deposit as mentioned in the memorandum at section- 1 of this tender by a Demand Draft or by NEFT or in the form of irrevocable Bank Guarantee in the enclosed prescribed format shall only be accepted by the Bank issued by a Schedule Bank in both the cases. The demand draft or Bank Guarantee shall be drawn in favour of Reserve Bank of India, Bhopal. The validity of the Bank Guarantee shall be for **6 months** from the last date of receipt of tender which period may be further extended in case of extension of validity of tender with respect to clause 5a hereof. Further, it shall be extended by the successful bidder up to the completion of the work.



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

**b) The Earnest Money Deposit (EMD) ₹ 1,25,136/- (Rupees One Lakhs Twenty Five Thousand One Hundred Thirty Six only) paid by the tenderer shall be held by the Reserve Bank of India as Security for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.**

The EMD will be returned to the tenderer without Interest if his tender is not accepted by the Bank on award of work in favour of the successful tenderer. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD). In case of EMD in the form of Bank Guarantee, the same shall remain valid/ revalidated up to completion of work.

10. The tenderers may obtain for themselves on their own responsibility and at their own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and acquaint themselves with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
11. Earnest money in the form of DD/Bank Guarantee (BG as explained under para 9 above) issued by a scheduled Bank in India and drawn in favour of Reserve bank of India/NEFT (transaction receipt to be enclosed).

**Place:**

**Signature of the tenderer with seal**

**Date:**

**Address**



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**Section- 4**

**General Terms and Conditions of Contract**

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





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7. Successful tenderer shall be required to submit performance Bank guarantee of equivalent amount of 5 % of contract amount on non-judicial stamp paper for successful execution of the contract. No interest shall be paid on the said deposit. The Performance Bank Guarantee will be released on successful completion of services under AMC. The Proforma of Performance Bank Guarantee is given on Page No. 46-48.
  8. Successful bidder is considered as a specialized agency who will use their own employees for providing services to the Bank. They are not expected to engage any employees exclusively for the Bank. To certify this the successful bidder will be required to submit an affidavit.
  9. **The firm/ agency shall be bound to pay statutory Central Govt. minimum wages to the workforce employed by him / them. The minimum wages shall be reviewed as per notifications of Central Govt., Ministry of Labour and Employment. Accordingly, revised minimum wages shall be paid.**
  10. Contractor has to arrange the services of the workers for minimum 26 days in a month to fulfil his obligation as per AMC including making alternate arrangement of workers. In no case, the Bank premises remain unattended of horticulture/gardening services.

**11. Monthly charges payable to contractor**

- a) The monthly charges shall be based on rates quoted as in Price-Bid (Part-II) of tender and shall be firm and binding whatsoever till the entire Contract period.
- b) Escalation Clause: The rates of wages of workers can be increased based on the revision of statutory Minimum Wages of Central Government, Ministry of Labour and Employment Department. Other rates can be increased based on hike in CPI/WPI Index etc. only on Annual basis and at the time of the renewal / extension of the contract.
- c) AMC Charges shall be payable on Monthly basis subject to submission of bill / invoice. The contractor shall raise monthly invoice on Reserve bank of India, Bhopal latest by 10<sup>th</sup> of succeeding month. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.



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12. The successful bidder/contractor shall
- a. ensure that he/she deploys only adult, well trained and competent persons who are physically & medically fit and are not suffering from any chronic or contagious diseases, for carrying out the maintenance works.
  - b. be responsible for and arrange to bear costs of such equipment and other paraphernalia as Bank considers necessary for effectively rendering the services required by the Bank.
  - c. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.
  - d. **Insurance Clause-**  
**The contractor shall take insurance at his cost to cover following risk in the joint names of the Bank-**
    - 1) **All Risk Policy to the total amount of work.**
    - 2) **Third party liability for Rs. 2,00,00/- per accident, maximum of 5 accidents during execution of work.**
    - 3) **Workmen compensation policy for the employees of the contractor at site.**
  - e. **He shall ensure that the insurance cover is kept alive during the tenure of this agreement. Contractor shall submit original copy of insurance cover (valid for entire contract period) to Bank.**
  - f. Maintain neatly, completely and legibly registers, records, reports & returns for inspection by various authorities at short notice.
  - g. Be responsible and liable for payment of salaries, statutory minimum wages, ESI, EPF, and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/Employer under the agreement.
  - h. Provide information as required in respect of all his employees employed by him/her to enable the Bank to monitor compliance of ESI, EPF, etc.
  - i. Ensure that all persons employed by him/her, for the purposes for rendering the services required by the Bank, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The



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- contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- j. Ensure that his/her employees, while on the premises of Bank or while carrying out their obligations, observe the standards of cleanliness, decorum, security, safety, good behavior and general discipline as laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and /or his employees have observed the same.
  - k. Personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his/her employees so as to ensure that the services rendered are carried out to the satisfaction of the Bank.
  - l. Ensure that no employee of the contractor will enter or remain in the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractors obligations.
  - a) Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
  - m. Supply identity cards to his/her employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card for all the times they are working in Bank's premises.
  - n. Provide distinct uniform to his/her employees or agents different from the Bank's employees. The uniform should have logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition.
  - o. Obtain Police Verification report on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
  - p. The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall retain the duplicate.



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

- a. Not to permit or carry on any unlawful activity or create indiscipline in the premises of the Reserve Bank of India.
- b. To be solely responsible for employment, dismissal, termination and re-employment of its employees and shall keep the Reserve Bank of India informed of all development in this regard.
- c. To pay all dues of its employees and keep the Reserve Bank of India absolved and indemnified from any liability in this respect.
- d. To be responsible for behaviour of its employees, their turnout and uniform and ensure good conduct, cooperation and discipline towards employees/officers of Reserve Bank of India, and its representatives.
- e. To appropriate corrective and disciplinary action against its employees against whom the Reserve Bank of India, notifies.
- f. On expiry of the agreement the agency shall be liable and responsible to make all statutory payments to its employees and make all other statutory obligation and liability and obtain suitable discharge in favour of the Reserve Bank of India, so that no liability or obligation devolve on the Reserve Bank of India.

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

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

16. That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Bank, RBI Bhopal, shall accrue/arise implicitly or explicitly. It will be the responsibility of



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the contractor to ensure that no liability on this account should come on Reserve Bank of India, Bhopal in respect of workers deployed by him.

17. The contractor must comply with the Contract Labour (Regulation and abolition) Act, 1970 at his own cost and the rules made thereunder by the Government from time to time.
18. The contractor shall be required to obtain a license, from the office of the Assistant Labour Commissioner, Government of India, Bhopal as provided under section 12(1) of the Contract Labour (Regulation & Abolition) Act, 1970 read with section 21 Contract Labour (Regulation & Abolition) Central Rules, 1971 and also comply with the other requirements of the above Act or any other law as applicable, failing which he alone would be responsible for actions/ proceedings ensuring thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the Contractor.
19. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.
20. The contractor has to give undertaking on Non-judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the workers of all descriptions to be engaged by him for completion of that particular job/work at the rate at which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
21. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Reserve Bank of India indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out of non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under any of these, the Reserve Bank of India shall be entitled to recover any such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payment and security Money Deposit.



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22. That the contractor shall be liable for the payment of wages and all other dues which workers are entitled to receive under the various labour laws and other statutory provisions. Wages to the workers should be paid by 7<sup>th</sup> day of subsequent month. Payment to every workmen should be done through banking channel only. The contractor shall maintain a register of attendance, register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wages slip in the presence of the Bank's authorized officer assigned for this work. A copy of such wage slip or bank account details/passbook copy shall be submitted to the Bank after every payment as proof of payment to the workmen. The contractor should pay minimum wages stipulated by the Government of India, Ministry of Labour from time to time and submit monthly compliance certificate (with details of wage paid) on payment of minimum wages for the workers deployed in our premises.
23. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at RBI, Bhopal in their respective names before submitting the monthly bill of AMC.
24. Contractor has to provide first aid facility etc. to its employees as per Contract Labour Act 1970. The agency/ contractor has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
25. The Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the staff which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such staff.
26. **Insurance in respect of damages to persons and property.** The contractor shall also indemnify and keep the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising therefrom.
27. Without prejudice to the other rights of the Employer against Contractor in respect such default, the Employer shall be entitled to deduct from any sums payable to the contractor the amount of nay damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the contractor under this clause.



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**28. 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 or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

**Or** if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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

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

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

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

- i) Has abandoned the Contract, **or**
- ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **or**
- iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, **or**
- v) Has neglected or failed persistently to observe and perform all or any of the acts, matters of things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.



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**29. Termination of Contracts by Contractor**

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

**30. Settlement of disputes through arbitration**

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

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

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





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

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

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

31. The Contractor shall formulate the mechanism and job/assignment of work to its personnel in consultation with Caretaker/Asst. caretaker or Bank's nominee. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Bank's Engineer/ Caretaker/Asst. caretaker from time to time.
32. Bank's Engineer/ Caretaker/Asst. caretaker shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
33. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful acts or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the RBI, Bhopal in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Bank in case any of the aforesaid acts on the part of the said person.



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34. That all precautions will be taken by the contractor towards the safety of their employees and it will be the sole responsibility of the contractor towards any untoward incident i.e. compensation, etc, to its employees.
  35. The Bank will not provide accommodation to the contractor/workers in the Bank's premises. Labours will not be allowed to stay at Office Premises after working hours.
  36. The contractor has to obtain necessary working passes of their workers in time to carry the work.
  37. Incidental charges of materials supplied by the contractor will be paid on production of cash memo/bills, etc. including transportation charges, 15% overhead and profit or at the Bank's approved rates for similar works with prior approval of the Bank.
  38. The contract could be considered for renewal further for 2 years (one year at a time) on same terms and conditions provided the Bank finds the services of the contractor satisfactory and if the Bank so desires. The decision of the Bank in this regard shall be final.
  39. The Contractor / Agency shall comply with the provisions of **“the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”**. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

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

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

40. **Non-disclosure Clause:**

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its



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

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

Date: \_\_\_\_\_

Signature, name and seal of the Tenderer

Place: \_\_\_\_\_



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**Safety Code**

1.	First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2.	An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3.	Workers employed shall be provided with protective footwear and rubber hand gloves.



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**Section – 5**

**The Conditions hereinbefore referred to**

**Interpretation of 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 requires.
  - (a) Employer/Bank Shall mean The Reserve Bank of India and shall include its assignees and successors
  - (b) Bank's Engineer/Engineer /Engineer-in-Charge Shall mean the technical officer or any other successor of the Bank nominated by the Employer for that purpose
  - (c) Contractor  
In the case of a partnership firm Contractor shall mean \_\_\_\_\_ and \_\_\_\_\_ trading as partners 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 \_\_\_\_\_ 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 assignees.
  - (d) 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.
  - (e) This Contract Shall mean the Articles of Agreement, General Instructions, General Terms and Conditions, Special Conditions of Contract, Appendixes, Specifications, Workmanship, Mode of Measurement,



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Schedule of Quantities set forth in this document, The work shown upon the said drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under attached hereto and duly signed.

- (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 know private or business address or registered office of the addressee and shall be deemed 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 tender shall be the sum arrived at by adding or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or determining the 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) Works Shall mean **‘Annual Maintenance Contract for Horticulture Work at Bank`s Office Building and Char Imli Staff Quarters, Bhopal’** for the Employer at Bhopal as provided herein.

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



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**Appendix**

1. Periodicity of bill payment	Monthly on submission of bill at RBI, Bhopal subject to certification of satisfactory performance of the services by the Bank's Officials.
2. Date of commencement of AMC	December 1, 2020
3. Date of Completion	Annual Maintenance Contract commencing <b>from December 01, 2020 to March 31, 2021 (four months)</b> (Contract is initially will be executed for five Months, however, contract may be renewed for two years (one year at a time) depending on the satisfactory performance of the work with considering latest cost price indices (WPI & CPI) & minimum wages of Central Government.
4. EMD	Rs. 1,25,136/-
5. Security Deposit	EMD of Rs. 1,25,136/- plus Performance Bank Guarantee of equivalent amount of 5 % of contract value as in work order.
6. Interest for delayed payment	3 % per annum



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**Detailed Scope of Works.**

1. Trees will be trimmed and sized up once in half year depending on the season and nature variety of the trees.
2. The contractor will have to maintain existing lawn area, hedges, plants, shrubs, flower beds, vertical garden etc. provided in Office/staff quarters Premises and around peripheral area outside of boundary wall of office/colony premises and any additional gardening area developed on later date. No claim, whatsoever it may be due to variation will be entertained by the Bank.
3. **The contractors shall engage suitable experienced 26 nos. gardeners and 1 no. supervisor on weekly basis except national holidays during normal working hours i.e. from 9:00 AM to 5:00 PM or may be in split duty as per site / work requirement. One day weekly off is compulsory to each gardener on staggered manner. No. of gardeners to be on duty during all weekdays as under:**
  - A) At Staff Quarters, Char Imli, Bhopal (18 Unskilled workers)
    - i. Monday, Wednesday, Friday – 16 nos. unskilled Gardeners/workers
    - ii. Tuesday, Thursday, Saturday & Sunday - 15 nos. unskilled Gardeners/workers
  - B) At Main Office Building (8 Nos. unskilled workers)
    - i. Monday to Saturday – 7 nos. unskilled Gardeners/workers
    - ii. Sunday – 6 nos. unskilled Gardeners/workers

Skilled Supervisor shall visit both premises/sites on daily basis and routinely take instructions from the Bank Officials and supervise overall work to maintain & keep all horticulture area, garden lawn, plants, shrubs, etc. to its tidy and functional conditions.
4. Water and electricity for the work shall be made available free of cost at fixed points and the contractors will have to make their own arrangement of hose pipes, booster pumps, wires etc. for watering the plants etc. from the same.
5. Contractor has to provide all gardening equipments like lawn movers, grass cutters, tools, hose pipes for watering, supports for plants and crane for tree pruning, if any, etc. at their own cost. The Bank shall not provide any such equipment or reimburse any cost of hiring/procurement of such equipments.
6. **Supplying decorative / flower plants for flower beds as per the Bank`s order at agreed/market rates. The list of such flower/plants is illustrated as in Schedule of Quantities. The contractor has to prepare rate list of all plants on their letter head and upload the same while submitting their online E-tender on or before due of submission of tender. The tenderer who failed to submit the rate list of plants will be rejected without any notice.**





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7. Watering at desired intervals to avoid drying up of the plants (indoor and outdoor).
  8. Supplying and Spreading 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 on market /approved rates.
  9. 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 daily basis without charging any extra amount for payment.
  10. 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. Cost of Grass and plants shall be paid as per the Bank's approved rates.
  11. Planting and maintaining flower beds with seasonal flowers at all seasons.
  12. Supplying and application of pesticides and chemicals at desired interval.
  13. Removal of all debris, leaves, branches falling or cut from trees etc. out of the Bank's Premises.
  14. **Maintenance and operation of Organic waste converter (OWC):** The firm shall operate the Organic Waste Converter installed at MOB and CISQ as per instructions of the Bank. The manure produced from the organic waste operation will be used in the lawns.



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**Annexure –A**

**Basic Information  
(Please submit along with documentary evidence)**

Sr. No.	Particulars of the Company/ Firm	
1	Name and full address of the firm	
2	Registered Office with full address, Telephone No., Fax Nos., E-mail address , website URL	
3	Type of Company whether, Proprietorship, partnership etc.	
4	Name and address of the Proprietor/ Partners/Directors of the company	i) ii) iii)
5	Registration (Firm, company etc.)/Registration Authority, Date, Number etc.	
6	Income Tax Registration number(PAN)	
7	GST Registration Number	
8	Provident Fund Registration Number	
9	ESIC Registration Number	
10	Labour welfare Fund Registration number if applicable	
11	Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority)	
12	Experience in undertaking similar services to other organizations	
13	Total Value of Services provided to other organizations for last 3 years	
14	Whether financially sound to undertake services (furnish audited balance sheet for last 3 years)	
15	Indicate if involved in any litigation	
16	Any civil suits pending in any of the orders executed, give details	

Signature with seal of tenderer



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**Annexure-B**

**Details of Banker/s  
(to be given on applicant`s letter head)**

Details of our Banker/s are:

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete postal address		
Name and Job- title of the Contract person along with his/her telephone Nos.(s) and Fax No(s)> etc.		
Type of Account and Account No., etc.		
Whether Credit facility/Overdraft facility enjoyed by the contractor		
The period from which the contractor has been banking with Banker		
Any other information which the contractor may like to furnish		

Authorized Signatory  
(with name)



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**Annexure – C**

**Form of Banker`s Certificate from a Scheduled Bank (to be submitted by the contractor along with the tender)**

This is to certify that to the best of our knowledge and information M/s Shri. \_\_\_\_\_ having marginally noted address, a customer of our bank is/are respectable and can be treated as good for any engagement up to limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)  
For the Bank

Note:

1. Banker`s Certificate should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.



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**Annexure – D**

**Details of the person on the roll on the contractor and likely to be deployed at site**

Sr. No.	Full Name of the person	Bank Account number to which wages will be credited by Contractor
1		

Note: Contractor has to furnish physical proof of transfer of money in person`s account every month while submitting the bill.



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**Annexure – E**

**Client`s Certificate**

Name and Address of the Client: \_\_\_\_\_

Details of work executed

1	Name of work with brief particular	
2	Agreement NO. and 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 work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i) Quality of work (indicate grading)	Outstanding/Very Good/Good/satisfactory
	(ii) Amount of work paid on reduced rates in any	
12	Did the contractor go for arbitration?	
	(i) If yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the contractor	
	(i) Technical proficiency	Outstanding/Very Good/Good/satisfactory
	(ii) Financial soundness	Outstanding/Very Good/Good/satisfactory
	(iii) Mobilization of manpower	Outstanding/Very Good/Good/satisfactory
	(iv) General behavior	Outstanding/Very Good/Good/satisfactory

Note: All columns should be filled in properly



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**Annexure-1**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

The Regional Director  
Regional Bank of India  
Hoshangabad Road, Bhopal  
Bhopal- 462011

Dear Sir,

Name of Work: \_\_\_\_\_

Ref.: NIT/Advt. No. \_\_\_\_\_ date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI“) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) \_\_\_\_\_, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of EMD.

**NOW THIS GUARANTEE WITNESSETH**

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive



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and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

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

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorised Official (with seal)

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





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**Annexure-2**

**Performance Bank Guarantee**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director

Estate Department Reserve

Bank of India, Bhopal

Dear Sir,

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

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



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3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.



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10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing unconcealed and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

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

BRANCH MANAGER  
(Banker's Seal)

Address \_\_\_\_\_



**Reserve Bank of India, Bhopal  
Estate Department**

AMC of Horticulture works at Main Office Building and RBI Staff Qtrs, Char Imli, Bhopal

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**Annual Maintenance Contract for Horticulture work at Bank`s Office  
Building and Char Imli Staff Quarters, Bhopal**

**Preamble to Schedule of Quantities (Price Bid/PART – II)**

**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.



**Reserve Bank of India, Bhopal  
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AMC of Horticulture works at Main Office Building and RBI Staff Qtrs, Char Imli, Bhopal

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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 skilled/unskilled workers shall include basic wages, VDA plus ESI & PF component as detailed given in Schedule of price bid. The rates quoted for skilled/unskilled 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 08/05/2020. 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**



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**Reserve Bank of India, Bhopal  
Estate Department**

**Annual Maintenance Contract for horticulture work at Bank`s Building and Char Imli Staff  
Quarters, Bhopal**

**Schedule of Quantity**

Sr. No.	Description of item	Qty	Unit	Monthly rate	Yearly Amount
1	<p>Monthly charges of deploying Supervisor (skilled worker) at Office/colony premises.</p> <p>The minimum monthly wages of skilled worker comprises of followings:</p> <p>a. (Basic Wages+ VDA)/person/month = 18,070/-</p> <p>b. ESI (3.25% of Basic +VDA)/person = 587.27</p> <p>c. PF (13.00% of Basic VDA)/person = 2349.10</p>	1	Each	A	A X1X12
	A) Monthly charges per person excluding GST				
2	<p>Monthly charges of deploying experience Gardner (unskilled) at Office premises.</p> <p>The minimum monthly wages of unskilled worker comprises of followings:</p> <p>a. (Basic Wages+ VDA)/person/month =13,650</p> <p>b. ESI (3.25% of Basic +VDA)/person = 443.62</p> <p>c. EPF (13.00% of Basic VDA)/person=1774.50</p>	26	Each	A	AX26X12
	A) Monthly charge per person excluding GST				



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Sr. No.	Description of item	Qty	Unit	Monthly Rate	Yearly Amount
3	Monthly Service Charge (i.e. Overhead & Profit, tools & plants, insurance expenses, other expenses of materials, uniform, hose pipe, etc.) over and above labour charges as in item no. 1 & 2	Job	LS	A	AX12
	A) Monthly service charge excluding GST				
Total Annual amount of AMC					

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 and all taxes (except service tax) 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.

Place:-

Date:-

Signature & seal of Tenderer



**Reserve Bank of India, Bhopal  
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AMC of Horticulture works at Main Office Building and RBI Staff Qtrs, Char Imli, Bhopal

- 1. Intending tenderers are required to prepare rate list of following plants/items on their letterhead and submit/upload online PDF file of the same while submitting their bid. Failure of the same shall be liable to reject their participation in the tendering process and their Price-bid will not be opened.**
- 2. The rates for supplying plants, seasonal flowering shrub/plants, soil, manure, etc. shall be reasonable. These rate 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.**
- 3. 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.**

<b>A</b>	<b>Flower baskets &amp; Plants</b>	<b>Unit</b>	<b>Rate Only</b>
<b>1</b>	Providing and supplying flower baskets with Tata rose, Dutch Carnation, Dahila, Chry Danthemum or other equivalent with 12 Nos. Flower with leaves in round shape with Kolkata grass duly filled in oasis and available vases twice in a week throughout the year	Per flower basket	
<b>2</b>	Providing and supplying Tata rose single stick with leaves and gladiolous double stick long type	Per set	
<b>3</b>	Providing and supplying flat flower arrangements with Tata rose, Dutch Carnation, Dahila, Chry Danthemum or other equivalent with 36 Nos. of Flower with leaves in proper shape with Kolkata grass duly filled in oasis and available vases to be placed on conference table as per requirement.	Per corner flower arrangement	





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<b>4</b>	Providing and supplying corner flower arrangements with Tata rose, Dutch Carnation, Dahila, Chry Danthemum 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	
<b>5</b>	Arica Palm medium size (3' to 5' height) in 10" Pots	<b>Each</b>	
<b>6</b>	Araucaria / Christmas plants medium size	<b>Each</b>	
<b>7</b>	Money Plants Green with mostick (apprx 3'	<b>Each</b>	
<b>8</b>	Money Plants Golden with mostick (apprx 3'	<b>Each</b>	
<b>9</b>	Money Plants Variegated with mostick (apprx 3'	<b>Each</b>	
<b>10</b>	Syngonium with mostick(apprx 3'	<b>Each</b>	
<b>11</b>	Oxicodium Green with mostick (apprx 3'	<b>Each</b>	
<b>12</b>	Oxicodium Golden with mostick (apprx 3'	<b>Each</b>	
<b>13</b>	Rebix Palm (Height 2'to 3') in 10" Pots	<b>Each</b>	
<b>14</b>	Cicus Palm 10 -15 leaves medium size in 12" Pots	<b>Each</b>	
<b>15</b>	Bamboo Palm/Cane Palm(apprx. 3' to 4' height) in 10" to 12" Pots	<b>Each</b>	
<b>16</b>	Phoenix Palm 10 -15 leaves medium size in 10" to 12" Pots	<b>Each</b>	
<b>17</b>	Zamia Palm 08 -10 leaves in 10" to 12" Pots	<b>Each</b>	
<b>18</b>	Lolina 8" to 10" Pot	<b>Each</b>	
<b>19</b>	Aglonema Single Green/Siler in 10"Pot	<b>Each</b>	
<b>20</b>	Aglonema 3 in 1 Green/Silver in 10" to 12"Pot	<b>Each</b>	
<b>21</b>	Aglonema Red (Lipstick Hybrid) 6"Pot	<b>Each</b>	
<b>22</b>	Aglonema Snow White 6"Pot	<b>Each</b>	
<b>23</b>	Peace Lily Hybrid 6" Pot	<b>Each</b>	
<b>24</b>	Chloroepytum Hybrid (Spider Plant) 6" to 8" Pot	<b>Each</b>	
<b>25</b>	Pandanus Variegated 8" to 10" Pot	<b>Each</b>	
<b>26</b>	Diffen Bachia 5 to 6 Leaves Single	<b>Each</b>	
<b>27</b>	Diffen Bachia 5 to 6 Leaves (3 in 1)	<b>Each</b>	
<b>28</b>	Croton petra 8" to 10" Pot	<b>Each</b>	
<b>29</b>	Croton mini baby 8" to 10" Pot	<b>Each</b>	



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<b>30</b>	Croton duck foot 8" to 10" Pot	<b>Each</b>	
<b>31</b>	Croton black leaves 8" to 10" Pot	<b>Each</b>	
<b>32</b>	Croton Golden 8" to 10" Pot	<b>Each</b>	
<b>33</b>	Song of India Single 8" to 10"Pot	<b>Each</b>	
<b>34</b>	Song of India 3 in 1 8" to 10"Pot	<b>Each</b>	
<b>35</b>	Schefflera Variegated 8" to 10 " Pot	<b>Each</b>	
<b>36</b>	Schefflera Green 8" to 10 " Pot	<b>Each</b>	
<b>37</b>	Ferkeria 10 -15 leaves in 10" to 12" Pot	<b>Each</b>	
<b>38</b>	Ficus Green (apprx. 3' to 5' height in Polybag)	<b>Each</b>	
<b>39</b>	Ficus Black (apprx. 3' to 5' height in Polybag)	<b>Each</b>	
<b>40</b>	Ficus Panda (apprx. 3' height in Polybag)	<b>Each</b>	
<b>41</b>	Ficus Starlight (apprx. 3' height in Polybag)	<b>Each</b>	
<b>42</b>	Ficus Safari (apprx. 2' to 3' height in Polybag)	<b>Each</b>	
<b>43</b>	Dracaena Victoria in 8" to 10" Pot	<b>Each</b>	
<b>44</b>	Dracaena Mahatma in 8" to 10" Pot	<b>Each</b>	
<b>45</b>	Sensoveria in 6"to 8" Pots	<b>Each</b>	
<b>46</b>	Dracaena Margineta in 8" to 10" Pot	<b>Each</b>	
<b>B</b>	<b>Dwarf Variety for Vertical Garden or Table Top</b>	<b>Each</b>	
<b>1</b>	Money Plant Golden	<b>Each</b>	
<b>2</b>	Money Plant Variegated	<b>Each</b>	
<b>3</b>	Syngonium Green/Red/White	<b>Each</b>	
<b>4</b>	Money Plant Green	<b>Each</b>	
<b>5</b>	Peace Lily	<b>Each</b>	
<b>6</b>	Zamia Palm	<b>Each</b>	
<b>7</b>	Arica Palm	<b>Each</b>	
<b>8</b>	Sensoveria Hybrid	<b>Each</b>	
<b>9</b>	Aglonema Red (Lipstick Hybrid)	<b>Each</b>	
<b>10</b>	Aglonema Snow White	<b>Each</b>	
<b>C</b>	<b>Shurubs/Hedges Plants in Poly Bags</b>		
<b>1</b>	Inerme	<b>Each</b>	



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<b>2</b>	Golden Duranta	<b>Each</b>	
<b>3</b>	Hamelia	<b>Each</b>	
<b>4</b>	Chandani Single	<b>Each</b>	
<b>5</b>	Chandani Duple	<b>Each</b>	
<b>6</b>	Chandani Dwarf	<b>Each</b>	
<b>7</b>	Callendra	<b>Each</b>	
<b>8</b>	Motia	<b>Each</b>	
<b>9</b>	Mogra	<b>Each</b>	
<b>10</b>	Putranjeeva	<b>Each</b>	
<b>11</b>	Murraya	<b>Each</b>	
<b>12</b>	Kener	<b>Each</b>	
<b>13</b>	Hebiscus	<b>Each</b>	
<b>14</b>	Dinela	<b>Each</b>	
<b>D</b>	<b>Hybrid Seasonal Flowers in 6" to 8" Pots</b>		
<b>1</b>	Dahlia	<b>Each</b>	
<b>2</b>	Zenia	<b>Each</b>	
<b>3</b>	Merrygold Inca	<b>Each</b>	
<b>4</b>	Dianthus	<b>Each</b>	
<b>5</b>	Chrysanthemun (Goldavari) in 10" Pot	<b>Each</b>	
<b>6</b>	Vinca	<b>Each</b>	
<b>7</b>	Petunia	<b>Each</b>	
<b>8</b>	Stock	<b>Each</b>	
<b>9</b>	Salvia	<b>Each</b>	
<b>10</b>	Kale	<b>Each</b>	
<b>11</b>	Calendula	<b>Each</b>	
<b>12</b>	Pansy	<b>Each</b>	
<b>13</b>	Ice Plant	<b>Each</b>	
<b>14</b>	Antirrhinum (Dog Flower)	<b>Each</b>	
<b>15</b>	Cineraria	<b>Each</b>	
<b>16</b>	Carnation	<b>Each</b>	



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<b>17</b>	Geranium	<b>Each</b>	
<b>18</b>	Gazania	<b>Each</b>	
<b>19</b>	Silverdust	<b>Each</b>	
<b>E</b>	<b>Grass (Pure Quality)</b>		
<b>1</b>	Loose Grass Selection No 1	<b>Sft</b>	
<b>2</b>	Carpet Grass Selection 1	<b>Sft</b>	
<b>3</b>	Mexican Grass (Nilgiri)	<b>Sft</b>	
<b>F</b>	<b>Garden Earth and Manure</b>		
<b>1</b>	Garden earth(20% volume of earth will be deducted for voids)	<b>Cum</b>	
<b>2</b>	Farm yard manure(20% volume of earth will be deducted for voids)	<b>Cum</b>	

**The above Quote shall be excluding GST**

**Place:**

**Date:**

**Signature and seal of the contractor**

**Address with Contact Nos.**