



**Reserve Bank of India
Protocol & Security Establishment
NOTICE INVITING TENDER (NIT)**

RBI/Mumbai/Others/18/20-21/ET/528

**TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS
AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES
AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI**

(Only through e-procurement)

RBI/Mumbai/Others/18/20-21/ET/528

1. Reserve Bank of India, Protocol & Security Establishment, Mumbai Regional Office, Mumbai (RBI) invites E-tenders from FMS Companies/Horticultural Firms /Agencies **“TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI”**. The period of contract will be up to March 31, 2022 from 01-04-2021 / date of award of work (issue of the work order) as per laid down contractual obligations (The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid). The work is estimated to cost **Rs. 3,49,00,000/-**(Rupees Three crore forty nine lakh only) all taxes inclusive (including GST).
2. All Pre-Qualification papers shall be uploaded on MSTC site and same will be downloaded at the time of opening part-I of tender for examination by the Bank.
3. The Earnest Money Deposit (EMD) of **Rs. 6,98,000/-** (Rupees Six lakhs ninety eight thousand only) may be remitted through NEFT or furnish the Bank Guarantee in respect of the said amount. The Bank Guarantee (from Scheduled Commercial Bank) submitted towards Earnest Money deposit has to be valid for the validity period of the tender plus additional 45 days. Documentary evidence in support of remittance shall be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, Protocol and Security Establishment, Mumbai-400 001 so as to reach P&SE Office up to **2:00 PM on 18/03/2021** super scribing as **“EMD for TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING**

HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI.

4. Online tenders will be available for viewing /download from **3.00 PM on 18/02/2021** from the website www.mstcecommerce.com.

5. A pre-bid meeting (off-line mode) of the intending Tenderers will be held on **23/02/2021 at 11.00 AM.**

6. Place of Pre Bid meeting:

Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001.

7. Place, Time and date before which written queries for Pre-bid meeting must be received:

Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by **05:00 PM on or before 22/02/2021.**

8. The duly filled in tender documents shall be uploaded on MSTC site. (Date of Starting of online submission of e-tender from **26/02/2021 at 3:00 PM** and Date of closing of online submission of e-tender is **18/03/2021 up to 5:00 PM**)

9. Part I of the tenders will be opened on-line at **2.30 PM on 19/03/2021** in the presence of the authorised representative of the Tenderers who choose to be present. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.

10. RBI 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 any or all the tenders without assigning any reason there for.

Regional Director



Reserve Bank of India
Protocol & Security Establishment
Mumbai Regional Office
Main Building, SBS Road
Fort, Mumbai- 400001

Part - I

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN,
HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES
AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE
BANK OF INDIA, MUMBAI

Name of Tenderer:

Postal Address with Pin code:

Phone /Fax / Mobile No.:

E mail Address:

DISCLAIMER

Reserve Bank of India, Protocol & Security Establishment, Mumbai Regional Office, Mumbai (RBI) has prepared this document to give background information on the Contract to the interested parties. While RBI has taken due care in the preparation of the information contained herein and believe it to be in order, neither RBI 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 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 e-tender. The information is provided on the basis that it is non – binding on RBI or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

RBI reserves the right not to proceed with the tender or to change the configuration of the tender, to alter the time lines 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.

SCHEDULE OF TENDER (SOT)

A	E-Tender Name:	TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI
B	E - Tender No.	RBI/Mumbai/Others/18/20-21/ET/528
C	Estimated value of tender	Rs. 3,49,00,000/- (Rupees Three crore forty nine lakh only) all taxes inclusive (including GST).
D	Transaction fees	0.05% of estimated value of tender = ₹ 17450/- + applicable GST
E	Mode of Tender	e-Procurement System (Online Part I – Technical Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi)
F	Date of NIT available to the parties for download	3:00 PM on 18-02-2021
G	Date of Pre-Bid meeting (offline)	Offline 11:00 AM on 23-02-2021
	Place of Pre Bid meeting	Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001
	Place, Time and date before which Written queries for Pre-bid meeting must be received	Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by 05:00 PM on or before 22-02-2021
H	Date of Starting of online submission of e-tender (Technical Bid and Financial Bid) at www.mstcecommerce.com/eprochome/rbi	3:00 PM of 26-02-2021
I	Date of closing of online submission of e-tender (Technical Bid and Financial Bid)	05:00 PM of 18-03-2021
J	Date & time of opening of Part-I (Technical Bid)	02:30 PM of 19-03-2021
K	Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically only of those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Mumbai Regional Office. Such bidder(s)

		will be intimated regarding date of opening of Part- II (Financial Bid) through valid email given by them.						
L	Period given to Successful Bidder for deployment of labour and set up of equipment at Bank colonies to start the actual work.	15 days from the date of the Work order						
N	Period given to Successful Bidder for Agreement.	14 days from the date of the Work order						
O	Earnest Money Deposit (EMD)	<p>The Tender Application must be submitted along with Earnest Money Deposit (EMD) amounting ₹ 6,98,000/- (Rupees Six lakhs ninety eight thousand only) payable through NEFT/RTGS or furnish the Bank Guarantee in respect of the said amount before the close of business hours on 18-03-2021 up to 2:00 PM without which applications will be rejected. Please note that vendors will have the access to online e-tender only after receipt of Transaction fee by NEFT/RTGS in favour of MSTC Limited. EMD will not carry any interest. It would be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after payment of security deposit in the form of a valid bank guarantee and execution of the contract.</p> <table border="1" data-bbox="635 1496 1177 1720"> <tr> <td>A/c Name</td> <td>Reserve Bank of India, Mumbai (P&SE)</td> </tr> <tr> <td>A/c Number</td> <td>04869229906</td> </tr> <tr> <td>IFS Code</td> <td>RBIS0MBPA04</td> </tr> </table> <p>Note- Please read 5th & 10th letter of IFS Code as “Zero”</p>	A/c Name	Reserve Bank of India, Mumbai (P&SE)	A/c Number	04869229906	IFS Code	RBIS0MBPA04
A/c Name	Reserve Bank of India, Mumbai (P&SE)							
A/c Number	04869229906							
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TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI

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2. The bidder is expected to examine all instructions, scope of work, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

PART I

Section I

Important instructions regarding E-tender

This is an e-procurement event of RBI Office. The e-procurement service provider is MSTC Limited. Bidders are requested to read and understand the Notice Inviting e-tender and subsequent Corrigendum, if any, before submitting their online tender.

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

Special note: The Technical Bid and Financial Bid have to be submitted online only at <http://www.mstcecommerce.com/eprchome/rbi/buyerlogin.jsp>

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → /e- Procurement/ → PSU / Govt. Depts/ → RBI. Register as Vendor by 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 while filling the registration form.
- 3) In case of any clarification, please contact MSTC/RBI, (well before the scheduled time of the e/tender).

Contact person (MSTC):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758430
2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789
5. MSTC Helpdesk No – 033 -2290-1004

Contact person (RBI, Mumbai):

1. D N Shewale (Manager) – dnshevale@rbi.org.in – Mobile No – 9869326853
2. Kartik Bhake (Assistant Manager) – kartikbhake@rbi.org.in - Mobile No – 9167924127

3. S S Dhongade (Assistant Manager) – ssdhongade@rbi.org.in – Mobile No - 8108109812

B) System Requirements:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

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 www.mstcecommerce.com once)

For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome

C) Process of E-tender:

1. The Technical Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the tender.

2. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

3. 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/RTGS, 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-id provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

6. Bidding in E-tender:

a) Vendor(s) need to submit necessary Earnest Money Deposit (EMD) and Transaction fees (if any) to be eligible to bid online in the e-tender. Transaction fees is non- refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by the tender inviting authority within 10 working days of the award of the contract.

b) The process involves Electronic Bidding for submission of Technical and Financial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website 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 Financial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have 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.

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

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

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

j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution of supply.

k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

l) The Bank 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.

m) 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.

n) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

o) No deviation from the technical and financial terms & conditions are allowed.

p) The Bank reserves the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize with the system before bidding.

Part I (Section II)

General Instructions regarding technical and financial bids

1. PART- I (Technical bid)

- 1.1** E-tenders in two parts are invited from FMS Companies/Horticultural Firms /Agencies for “ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI” at an estimated cost of ₹ **3,49,00,000/-**(Rupees Three core forty nine lakh only) all taxes inclusive (including GST).
- 1.2** The tenderers should submit their proposal, as per the instructions regarding E-Tender, along with all supporting documents complete in all respects on or before **05:00 PM of 18-03-2021**. Tenderers shall submit e-tender proposal along with refundable EMD of ₹ **6,98,000/-** (Rupees Six lakhs ninety eight thousand only) complete in all respect as per the prescribed format.
- 1.3** A pre-bid meeting of the intending tenderers will be held **at 11:00 AM on 23-02-2021** in Conference Room of Reserve Bank of India on First floor, Mumbai Regional Office, Main Building, Shahid Bhagat Singh Road, Fort, Mumbai - 400001. RBI will clarify any point/doubt raised by the bidders in respect of the tender. No separate communication will be sent for this meeting except for the change of date or time by the Bank. All the intending tenderers are advised to be present. They may indicate points/conditions/specifications which need to be clarified during the meeting in advance. The written queries for Pre-bid meeting must be received at Protocol & Security Establishment, Reserve Bank of India, Mumbai Regional Office, First Floor, Main Building, SBS Road, Fort, Mumbai- 400001 by **5:00 PM on or before 22-02-2021**. These issues will be discussed in the meeting. The tenderers are expected to get all the issues clarified during this meeting. No further clarifications/doubts will be entertained after the pre-bid meeting.
- 1.4** The Part-I (Technical Bid) will be opened electronically **on 19-03-2021 at 03:30 PM**. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 1.5** Tender document can be downloaded from website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications

with respect to this tender shall be uploaded on the website / e-portal only. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

- 1.6** Before submitting the tender, the Bidders may go through the detailed scope of work, articles of agreement and terms & conditions specified herein, on which the work will be awarded by the Bank and required to be executed by the successful Bidder. The Bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this Tender.
- 1.7** Bidder/authorized signatory of the Bidder shall sign on each page of the tender before uploading
- 1.8** Corrections, if any, in the quotation shall be duly authenticated with full signature.
- 1.9** In the first stage, the Technical Bids will be opened. The bid of any bidder who has not complied with one or more of the conditions prescribed in General instructions or terms and conditions in the tender document will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per evaluation criteria mentioned in the Tender document. Decision in this regard will be at the sole discretion of the RBI.
- 1.10** Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
- 1.11** Each Bidder (each member in the case of partnership firm / joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency

commission will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder, to be null and void.

1.12 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under relevant Laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.

1.13 RBI shall obtain reports on the past performance of the Bidder from his clients and bankers. RBI shall evaluate the said reports before opening of the financial bid of the tenders. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers, are found unsatisfactory, RBI reserves the right to reject his offer and his EMD will be returned. RBI is not bound to assign any reason for doing so and the decision of RBI shall be final.

1.14 This tender document is neither an offer letter nor a legal contract, but an invitation for offer from prospective contractors. No contractual obligation on behalf of the RBI whatsoever shall arise from this tender-process unless and until a formal agreement is signed and executed by duly authorized officers of the Bank and the Contractor. Further, RBI will not be liable for any costs incurred by the contractor in the preparation of the response to this tender. The preparation of contractor's proposal will be made without any obligation by the RBI to acquire any of the items included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information furnished by the vendors in their proposal will be treated as strictly confidential.

1.15 Eligibility criteria for participating in the tender –

The estimated cost of the work/ contract is around ₹ **3,49,00,000/-** (Rupees Three core forty nine lakh only) inclusive of GST and therefore the contractor/tenderer must have experience of successfully completed similar works viz ANNUAL MAINTENANCE CONTRACT OF GARDEN AND PROVIDING HORTICULTURAL SERVICES of banks, Govt. Financial Institutions, Corporate houses, Four & Five star Hotels,

Airports etc. during the last 5 years ending March 31, 2020 (from April 01, 2015 onwards) within the criteria given below:

- i. Should have carried out a similar work continuously for 3 years from the FY 2017-18 onwards costing not less than amount equal to 80% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.
OR
Should have carried out two similar works continuously for 3 years from the FY 2017-18 onwards costing individually not less than amount equal to 50% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.
OR
Should have carried out three similar works continuously for 3 years from the FY 2017-18 onwards costing individually not less than amount equal to 40% of the estimated cost each year supported by audited/CA certified financial statements and Income Tax return certificate.
- ii. Tenderers should have minimum average annual turnover of Rs. 1.50 crore during the last 3 financial years supported by audited financial statements.
- iii. Tenderers should have a valid ISO 9001: 2008 Certificate in Quality Management system.
- iv. Tenderers should have applicable and valid registrations with statutory authorities constituted for labour welfare and other purposes such as ESI, EPF, PAN, TIN, GST, etc. duly supported by documentary evidence and certificates of registration.
- v. The Tenderer should have a full-fledged office in Mumbai and Sub-urban area.
- vi. Tenderer should have at least one active/operational current account in a scheduled bank. The bank account details may be furnished to RBI at the time of signing of the agreement.
- vii. The Tendering firms/companies must be a profit making entity for the last three consecutive accounting years.
- viii. The Tendering firms/companies should submit Income Tax Return Certificate/ Assessment Order and audited financial statements for the past three financial years (Due to extension of date for filing of tax returns for the financial year 2019-20 vendors will submit a copy of tax return as and when filed and if it is found that the same is not fulfilling the financial covenant given in the tender, the contract will be liable to be terminated)

- ix. The bidder should submit the list of its clients (current and previous). The bidder must also give references of minimum 2 organisations/ companies where their current responsibility includes Facility Management Services like Gardening and horticultural services. Also, certificates from minimum two clients with respect to quality of performance of the bidder and the total number of staff in the bidder's company/firm engaged in this work should also be provided.
- x. The bidder should be able to demonstrate to the satisfaction of RBI with documents that their existing business processes for medical fitness/ police verification of employees and statutory compliances is robust.
- xi. Track record of a bidder should be clean without any involvement in unlawful/ illegal activities or financial Banking frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.
- xii. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- xiii. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds.
- xiv. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- xv. The bidders shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

1.16 Details of the company/firm/agency

a) The full particulars of the Company/Firm/Agency/Proprietorship, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed,

power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es) etc. are required to be submitted. In case of proprietorship, duly executed deed of assignment clearly identifying the representative who will be liable to perform the contractual obligation in case of death/disability of the proprietor shall also be submitted. However, in such an eventuality purely as stop gap arrangement, it will be the prerogative/right of the Bank to continue the contract with the identified representative/assignee for the remaining period or till a new agreement is executed, whichever is earlier.

b) Details of work experience as per the requirements in the eligibility criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the RBI at any other center should also be given.

c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers (as per format prescribed in Section XI of part I of the tender document) with a copy of the specified accounts of the business of the contractor for a period of last three financial years duly certified by a Chartered Accountants should be enclosed in support of credit worthiness and turnover for the last three years.

d) Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.

1.17 Documents required to be uploaded - Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of E-tender (Each file size should not exceed 5 MB)

1. Attach the Form of Tender, articles of agreement, Scope of work and Terms & Conditions duly signed.
2. Incorporation documents.
3. Audited Income-tax returns/ assessment orders of last 3 accounting years.

4. Audited annual financial statements for the last 3 accounting years.
5. All documents related to work experience supported by Work Orders, completion certificates and other details.
6. Details of manpower (Gardener, Helper and Horticulturist) on rolls with documentary evidence.
7. Experience certificates and proof of qualifications of current deployed staff.
8. Copy of the PAN, DIN, TIN, TAN and GST Registration, etc. wherever applicable.
9. Documentary evidence regarding robust existing business processes for medical fitness/ police verification of employees.
10. Certificate from banker as per prescribed format.
11. Employee Provident Fund Registration certificate and ESIC Registration certificate and Copy of License under Contract Labour (R&A) Act, 1970.
12. Copies of ISO 9001: 2008-Certificate in Quality Management System.
13. Details of current and previous clients.
14. Power of Attorney/ authorisation with the seal of the company/firm in the name of the persons signing the tender documents.
15. One self-attested recent passport size photograph of each authorized person of the firm/agency, with name, designation, and address, mobile number, email ID etc.
16. Any other document or information the tenderer wishes to furnish (any litigation, court case, penalty, suspension, dispute etc.).

1.18 Applicants intending to apply will have to satisfy RBI by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, RBI reserves the right to reject their candidature. RBI reserves the right to call for proof / verification of any of the above mentioned documents. All the submissions/ declarations/assertions made by bidder should be on their letterhead only and each and every page of the document should contain name of company and signature of the authorized signatory.

1.19 Intending tenderer has to deposit Earnest Money Deposit (EMD) of ₹ **6,98,000/-** (Rupees Six lakhs ninety eight thousand only) 2% of the estimated cost of ₹ **3,49,00,000/-** (Rupees Three core forty nine lakh only) inclusive of GST through NEFT/RTGS in favour of Reserve Bank of India, Mumbai (P&SE) in the A/c No.: 04869229906 & IFS Code: RBIS0MBPA04 or furnish the Bank Guarantee in respect of the said amount. The Bank Guarantee (from SCB) submitted towards Earnest

Money deposit has to be valid for the validity period of the tender plus additional 45 days (on or before the date mentioned in NIT). Tenders without EMD will not be accepted under any circumstances. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract upon award of work. EMD will not carry any interest. EMD will be refunded to the unsuccessful bidders within 10 working days of the award of the contract. In case of the successful bidder, the EMD will be refunded after submission of security deposit in the form of a valid bank guarantee and execution of the contract. Documentary evidence in support of remittance shall be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, Protocol and Security Establishment, Mumbai-400 001 so as to reach P&SE Office on or before **18/03/2021 up to 2:00 PM** super scribing as "EMD for ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI"

2. PART- II (Financial Bid)

2.1. Part-II of the online tender should only contain the service provider's quoted rates as per the prescribed format.

2.2. The tendered rates shall be inclusive of all the liabilities (**inclusive of GST**) of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI, EPF contributions, Bonus, Leave Relief, Liaoning with MCGM, trimming & pruning and MCGM Charges if any required in entire contract period etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of all labour, uniforms and tools, machinery, equipments etc. required at the sites.

2.3. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract and as such the bidders may quote their rates taking into account the probable future revisions in wages. The Bank will not entertain the contractor's claim for revision of rates during the period of the contract under any circumstances.

2.4. Financial Bids not conforming to the statutory obligations like Minimum Wages, EPF, ESI, Bonus, Leave Relief etc. are liable to be rejected.

2.5. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Financial Bid shall, therefore, be all inclusive (**inclusive of GST**).

2.6. The Evaluation Committee will determine whether the financial Bids are complete (i.e whether they have accounted for all items of the corresponding Proposals. If not, the Committee will cost them and add their cost to the initial price) and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

2.7. 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. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and the contractor shall carry out even the part orders for

various items. No variation of rates shall be allowed on this account under any circumstances. Also, the comparison of tenders and its ranking will be considered Cluster wise. The contract may be awarded on the basis of tender rating. Bids shall be evaluated based on a lowest financial bid in each cluster. The lowest financial Bid in each cluster will be invited for negotiations.

3. Opening of Tender

3.1. **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 technical bid, 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. In case the Tenderer withdraws the bid during the validity period, the EMD furnished by the Tenderer shall be forfeited by RBI.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

3.4. The Part-II (Financial bid) of only those tenderer's who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email.

3.5. RBI 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.

3.6 RBI reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the RBI to do the aforesaid. RBI may modify the Tender Document by issuing addenda/corrigenda, for any reason, and at any time. Any addenda to the Tender Document shall be part of the Tender Document. To allow Tenderers reasonable time to take any addenda into account in preparing their proposals, RBI will extend, if necessary, the deadline for the submission of proposal.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and agree to abide by them.

Place:

Signature and seal of the Tenderer

Date:

Name of Authorized signatory

Section - III

Form of Tender

To,
The Regional Director for Maharashtra and Goa
Reserve Bank of India
Protocol & Security Establishment
Main Building, S B S Marg
Fort, Mumbai - 400 001.
Dear Sir,

Having examined carefully the specifications, scope of work and conditions relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the memorandum and acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Section II, Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and terms and conditions, conditions hereinbefore referred to, specifications, and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI
(b)	Estimated cost of works	Rs. 3,49,00,000/- (Rupees Three core forty nine lakh only) all taxes inclusive (including GST).
(c)	Earnest Money deposit (EMD)	Rs.6,98,000/- (Rupees Six lakhs ninety eight thousand only) (calculated as 2% of total estimated cost)
(d)	Validity of quoted	The period of contract will be up to March 31, 2022 from date of award of work (issue of the work order) as per

	rates	laid down contractual obligations (The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of technical bid).
(e)	Performance bank guarantee	Rs 17,45,000/- (5% of the estimated cost of tender.)

1. I/we undertake to offer my/our services in conformity with scope/nature of work, articles of agreement and the Terms and Conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
2. We agree that our tender will remain valid for acceptance by the Bank for 03 months from the date of opening of technical bid and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree that withdrawal of bid during the validity period shall result in forfeiture of EMD.
3. We have deposited a sum of ₹ **6,98,000/-** (Rupees Six lakhs ninety eight thousand only) or furnish the Bank Guarantee in respect of the said amount as earnest money with the RBI, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited to the Reserve Bank of India.
4. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to RBI such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the contract.
5. I/We, do here by declare that there is no case pending with the Police/ Court/ Regulatory Authorities against me/us. Also I/We have neither been suspended / delisted /disqualified nor any such process has been initiated against us by any organization including RBI for any reason nor any such proceedings are pending or contemplated. I/We also certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

6. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to the RBI verifying any or all the information furnished in this document with the concerned authorities, if necessary. Further, I/we have no objection to the Bank, in conducting site visits, for inspection of establishments/similar services maintained by us.
7. I/we understand that you reserve the right to accept or reject the lowest bid and any or all the tender either in full or in part without assigning any reason thereof.
8. The Tender is submitted in two parts. Part I (Technical Bid) contains all terms and conditions and technical particulars, but commercial price has not been indicated anywhere in any manner, and Part II (Financial Bid) contains only the price bid.

Dated this _____ day of _____ 2020.

For and on behalf of M/s _____

(Signature with seal)

Name _____
 Designation _____
 Place _____
 Date _____

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

Witnesses

(1) Signature with _____
 name, address and date _____

(2) Signature with _____
 name, address and date _____

Section - IV

Articles of Agreement

ARTICLES OF AGREEMENT made at Mumbai on this _____ day of _____ between the Reserve Bank of India, Mumbai Regional Office, Mumbai having its Central Office at Mumbai (hereinafter called "the Bank") represented by..... which expression shall unless repugnant to the context include his successors in office on the one part and _____(proprietorship/partnership firm/Company/ Agency), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called "the CONTRACTOR") represented by Shri who is authorized to enter this agreement by its Board of Directors which expression shall include its/his successors, assigns and legal representative on the other part.

WHEREAS RBI intends to engage a contractor for providing "ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI" and has caused specifications describing the work to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)]. AND WHEREAS the said specifications and the scope of work [as detailed in Tender documents (Part I, Part II, annexures and amendments thereof)] have been signed by or on behalf of the parties hereto.

AND WHEREAS RBI had called for tenders from eligible contractors to provide services for providing "ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI" as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tenders and RBI has awarded the contract, to provide services for "ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI" as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) 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 (hereinafter referred to as "the said Contract Amount").

A) NOW IT IS HEREBY AGREED AS FOLLOWS:

Definitions - In this Agreement, unless there is anything repugnant to the subject or context:

"Agreement" means the agreement signed between the Contractor and the Bank for the execution of the work.

"Site" means the Bank's residential and Office premises.

"Work" means Facility Management Services for - ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI.

"The Bank" means Reserve Bank of India or RBI established under Section 3 of the Reserve Bank of India Act, 1934 (2 of 1934)

"Tender document" shall mean document named as such issued by the Bank to the Bidders inviting Bids for the Work.

"Day" shall mean Calendar day

"Working day" shall mean days when Employer's office is working i.e. Days excluding Public holidays, Saturdays and Sundays.

"Month" shall mean the calendar month.

"Year" shall mean Calendar Year

"Bidder (s)" shall mean all parties participating in the bidding process pursuant to and in accordance with the terms of the Tender document.

"The Contractor" shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company, or the successors of

such firm or company and the permitted assignees of such individual, firm or company.

“The Authorized representatives of the Bank” means the officers employed and paid by the Bank and acting under the orders of the Bank who shall supervise day to day execution of work.

“Contract Period” shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Bank.

“Contract Price or Contract Amount” shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned tender documents and as accepted by the Bank and indicated in the letter of award of work.

“Notice in writing or written notice” shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address 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 and/or sent. The communication delivered by any accepted electronic means shall also be deemed to be a written notice.

“Writing” includes any written paper document, mobile text and any e-mail correspondence.

In this Agreement, unless the context requires otherwise words denoting any gender include all genders and words denoting the singular include the plural and vice versa.

This agreement will come into effect from -----/2021 and will remain in force up to March 31, 2022. The contract may be considered for further renewal for maximum two years (one year at a time) on the same terms and conditions provided the Bank finds the services of the Contractor satisfactory and at the sole discretion of the Bank. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. During the annual renewal, escalation/increase should be given only for Item No 1(Deployment of Staff) in the price bid on the notification issued by

Chief Commissioner (Central Government) under the provision of Minimum Wages Act 1948.

2.2 In consideration of the amount to be paid in the manner set forth under this agreement, the Contractor shall upon and subject to the conditions execute and complete the work described in the scope of work.

2.3 The Bank shall pay the Contractor the Contract amount or such other sum which shall become payable at the times and in the manner specified in the conditions.

2.4 The specifications, agreements and documents mentioned herein shall form the basis of this Contract.

2.5 The Contractor shall carry out all works as stated in the tender documents and other ancillary works in the manner laid down in the said conditions, and shall make good any damages to the property etc.

2.6 Bills for the services may be submitted on monthly basis and will be paid (rounding off the final amount to the nearest rupee) if the bill is found to be in order and after certification by the Caretaker/Security Officer of the respective properties for satisfactory completion of the work. Payment will be made after deducting applicable Income Tax and Surcharge at source. Any Tax etc., if any levied by the Central/State Government will be borne by the contractor. In case of disputed bills, adjustment will be made after mutual negotiation/arbitration. The payment will be made in bank account number through NEFT.

2.7 The contractor shall comply with all municipal and other regulations and shall obtain necessary licenses and permits, including licenses under Contract Labour (Regulation & Abolition) Act, 1970 etc. at his/her own cost. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

2.8 The Bank reserves the right to alter the specifications and the nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract. Bank at its discretion, may, close some of the flats/ colonies any time during the contract period. Bank may also increase the number of flats/ colonies to be maintained

which may require deployment of additional manpower. The additional amount payable, if any, shall be decided as per mutual consultation.

2.9 EMD of ₹ **6,98,000/-** (Rupees Six lakhs ninety eight thousand only) will not carry any interest. The EMD of successful bidder will be refunded after payment of security deposit of **Rs 17,45,000/-** (Rupees Seventy lakhs forty five thousand only) in the form of a valid bank guarantee and execution of the agreement.

2.10 For the proper performance of the contract, the Contractor, has to deposit 5% of the estimated cost of tender (rounded off to nearest ten thousand rupees) with the Bank as security deposit in the form of a bank guarantee which is liable to be forfeited/ invoked either fully or partially in case of breach of any terms and condition or adjustment towards penalty amount or towards risk and cost amount or upon the loss or damage caused to the Bank or to the person and properties of the occupants of the Bank's premises, as determined by the Bank. No interest shall be payable on the said deposit. The Contractor shall maintain the required bank guarantee and replenish/recoup the same in the event of invocation of part/full bank guarantee forthwith, failing to do so will be treated as breach and the Contractor shall be liable to the consequences for breach under this agreement.

2.11. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952, Bonus and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Contractor shall abide by all the statutory provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and all other applicable laws. **The Contractor, as per the Child Labour (Prohibition and Regulation) Act 1986, shall not engage a person below the age of 18 years.**

Contractor shall be responsible for implementing the requirements of Maharashtra State Pollution Control Board.

B) SERVICES TO BE RENDERED BY THE CONTRACTOR

1. The Contractor shall be responsible for providing uninterrupted services on regular basis as per the scope of work and terms and conditions of the contract. The said Conditions and the correspondence attached hereto 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 the correspondence and perform the agreements on their part respectively as per the said Conditions and the correspondence contained therein.

2. This Contract is a fixed Lump Sum Contract, to carry out the work according to the scope of work detailed in the tender document, at the rates contained in the Financial Bid of the Tender (Section II, Part II).

3. The Contractor shall provide a complete and updated list of all the personnel deployed in the Bank's premises every month.

4. The Contractor has to obtain police verification certificates reporting the character and antecedents of its personnel and other details relating to name, parentage, age and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises. The police verification has to be done annually.

5. The Contractor shall ensure that trained and competent persons are deployed, who are physically fit (i.e. preferably between age of 30 to 45 years for workmen and for site supervisor) and are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently. The contractor shall deploy his staff in such a way that they get weekly rest. The Contractor shall submit fitness certificate issued by registered medical practitioner before deploying persons for the purpose of the contract. Such certificate may be submitted annually. The Contractor shall remove any person who is suffering from communicable disease and may deploy them only after they are treated/cured of such disease.

The Contractor and his/its persons deployed for the purpose of the agreement should be free from any symptoms for Covid-19 and submit themselves for screening

whenever required by the Bank. The Contractor shall produce a medical certificate that the persons deployed are COVID-19 negative and also carry out COVID-19 test as and when the person develops COVID-19 symptoms or as and when so directed by the Bank. Persons found to be COVID-19 positive may be removed immediately and the Contractor shall inform the Bank about the same. The Contractor shall ensure that the COVID-19 protocol as may be specified by the Bank/Government of India/Maharashtra State Government/BMC or any other body is strictly complied and also ensure that the persons deployed for the purpose of the agreement comply with the COVID-19 protocol- wearing of mask, social distancing, sanitization etc.

6. There shall be no-employer- employee relationship between the Bank and the persons engaged for the purpose of this agreement. All the workers or persons deployed by the contractor shall be considered as the employees of the contractor and RBI shall not have any liability what-so-ever with regard to such workers/employees.

7. The Contractor shall be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed for the purpose of rendering the services required by the Bank under the agreement.

8. The Contractor shall ensure timely payment of wages/salary to the workers persons employed for the purpose of this agreement (through cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to RBI every month. The Contractor shall make the payment to the contract labour in the presence of the representative of the Bank and also submit bank statement with the bill clearly showing the payment made to each contract labourer engaged for the purpose of this contract. Further, the contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with. RBI will have right to demand any other documents which are required to ascertain compliance by the Contractor to various provisions of the Labour Laws.

9. The Contractor shall ensure that all persons employed for the purpose of rendering the services required by the Bank under this agreement are insured with IRDA recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damage to any

persons or animals or any other things arising due to deployment in RBI for executing the agreement.

10. The Contractor shall ensure that all employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judge as to whether or not the contractor and/ or its employees have observed the same. The contractor shall be responsible for the good behavior and conduct of their employees and in case of any complaints by the Bank, the contractor shall not employ such employees in the Bank's premises.

11. The Contractor shall supervise the work of all employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.

12. The Contractor shall ensure that no employees of the contractor will enter or remain in the Bank's premises beyond the specified time limits/ duty hours unless and absolutely necessary for fulfilling contractors obligations with prior approval of the Bank. The employees of Contractor will not be allowed to stay in the Bank's premises during night. The Bank shall not be responsible to provide any shelter/ accommodation to any of the employees of the contractor inside its premises.

13. The Contractor shall be responsible for attending all emergency situations including medical emergencies. In case of emergency situation including medical emergency of any of its employee, the Assistant General Manager (Protocol & Security) and the Assistant Manager (Protocol & Security), shall be informed immediately.

14. The Contractor shall 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 or the persons and properties of the occupants of the premises and therein by any act, omission, default or negligence of the contractor or his employees or agents.

15. The Contractor shall indemnify and keep the Bank indemnified for any penalty levied on the Bank due to breach of regulations by the Contractor while performing contractual obligations the duties under the Contract.

16. The Contractor shall indemnify and keep indemnified the RBI against:

- a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.
- b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
- c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

17. All the persons deployed for the purpose of this agreement by the Contractor shall be provided uniform with Label stating 'AMC Gardening Service' & identity cards. Also identity cards are to be countersigned by the Security Officer/Caretaker for administrative and safety purpose so as to avoid any unauthorized person entering the Bank's premises. The Contractor ensure that all its employees and agents bear the identity card at all times while they are working in the Bank's premises.

18. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement, that they are employees of the contractor and that they shall have no claim against the Bank and the Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.

19. The Contractor agrees to utilize materials/brands which has been approved by the Bank. The procurement of required gardening material shall be done with the prior approval of the Bank. He is also required to maintain the proper record (challans, receipts and invoices) of the material used with the Caretaker of the Colony and certified copy of the same is attached with monthly bill. The Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis. The Bank may conduct surprise check to verify the quality/standard of material/service provided by the Contractor.

20. The Contractor shall make his own arrangements for security and protection of his workers and materials and the completed work till the same are taken over by the Bank.

21. The Contractor shall obtain license, if any, required under applicable State or Central Law as applicable in case of the services covered under this contract, at its own cost. The Contractor shall be responsible for the liaison and follow-up with all the statutory authority concerned for this purpose.

22. The Contractor should ensure that the workers deployed in the Bank's premises are trained to the effect that they immediately report to the Bank's Security Staff any suspicious item/activity noticed by them in the Bank's Residential Colonies/ leased flats while attending to their duties.

23. The persons deployed for the purpose of the agreement shall not be in an inebriated condition or under the influence of any intoxicating material. The Contractor shall ensure that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide by this rule strictly.

24. The Contractor shall abide by all procedures/norms related to safety and security of the Bank's Residential Colonies and Offices.

25. The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem/nuisance of any nature in the Bank's premises.

26. The Contractor shall obtain necessary instructions from the Bank's authorized Officers attached to HRMD/Estate/P&SE, MRO for the day-to-day work in the premises and accordingly supervise the execution of work by the persons engaged for the purpose of this agreement.

27. The contractor shall ensure that the persons deployed for the purpose of the contract do not create any nuisance/disturbance in the premises of the Bank and at all times carry out their work peacefully and in orderly manner.

C) Termination of the contract

1) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016 or shall be adjudged as bankrupt/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

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 in such acts of insolvency or winding up, as the case may be, shall be unable immediately after notice to him/it requiring him/it to do so, to show to the reasonable satisfaction of the Bank that he/it is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (whether an individual, firm or incorporated company) suffers execution or other process of Court attaching property to be issued against the Contractor.

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

Or the Contractor assigns or sublets this Contract without the prior written consent of the Bank.

Or the Contractor charges or encumbers this contract or any payments due or which may become due to the Contractor hereunder.

Or if the Bank determines that the contractor

(i) Has abandoned the contract.

(ii) Has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works after receiving the Bank's notice to proceed or

(iii) Has failed to proceed with 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 sites after receiving written notice that the said materials were condemned and rejected by the Bank under these conditions, or

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

(vi) Has committed breach of any terms and conditions of this agreement

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank its authorized representatives may enter upon and take possession of the works and all plant, tools, machinery, steam and other power utensils and materials lying upon the premises or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works at the risk and cost of the Contractor, and the Contractor other person or persons employed for completing and using the materials and plants for the works when the work shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the contractor to remove his surplus materials, and should the contractor fail to do so within a period of two days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank for the value of the said materials so taken possession of by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the security deposit.

D) Termination of contract by Contractor - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing of 30 days to the Bank, and he shall be entitled to recover from the Bank, 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 or where the same may not apply valuation shall be made. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

E) Right of Bank to terminate contract in the event of death of contractor if individual/sole proprietor

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual/sole proprietor, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination. However, if the contractor had appointed his/ her legal representative under a valid and registered deed of assignment and submitted the relevant documents to the Bank at the time of signing of the contract, in the event of his/her death the Bank may continue the contract with the said Legal Representative, if it so desires by entering into a fresh agreement under the same terms and conditions and for the period as may be decided by the Bank.

F) Payment Terms: The Contractor shall raise the bill, Cluster wise, on completion of every quarterly basis (Three months) and the payment shall be made within 30 days through electronic mode (after deducting applicable taxes) from the date of submission of complete and correct bill with supporting documents. Documentary proof of attendance register/ payment to the employees such as ESI, PF etc./ Bank Statement/ declaration/ undertaking/ECS mandates/cash receipt of cleaning materials along with certified challan/invoices is to be submitted along with the monthly bill/invoice. The Bank reserves the right to refuse to accept/ pay the bill, if any of the document as above is not submitted along with the bill. Before submission of the bill, the Contractor shall ensure that the payment of persons deployed by the Contractor have been made for the billed period. No request for making advance payment on any ground shall be entertained. Under no circumstances is the Contractor entitled to claim any charges over and above the charges prescribed in the terms of this contract. Bills shall be settled after deducting all applicable statutory taxes i.e. Income tax, GST etc. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.

The Bank shall have the right to cause an audit and technical examination of the works and the bills of the contractor including all supporting vouchers, abstract, etc.,

to be made after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Bank to recover the same from the contractor either from the due bills or from security deposit or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Bank to the contractor, without any interest thereon whatsoever.

G) Penalty clause –

The contractor will be required to maintain a complaint/feedback register at each of the site, which should be easily available to all the Security Officers and Caretakers. The complaint/feedback register should be attended to on ongoing basis and it should be ensured that complaints in the register are resolved without any delay. In case it is found that the complaints have not been rectified/ resolved despite entry in the complaint register, the Bank may impose penalty for each such unresolved complaint beyond 24 hours and the same may be adjusted from the monthly bill payable to the Contractor. The decision of the Bank will be final in this regard.

1. A surprise review/ inspection (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of material/plants/flowers, pruning and trimming, pesticides of plants, maintenance of lawns, covering cleanliness of garden, mechanism for quick disposal of waste collected from garden area, Health and Sanitary Arrangements for Workers, attendance of staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it will be also based on feedbacks from residents/ caretakers or complaints in complaint register). Monthly payment to Contractor will be released only if the performance is found to be satisfactory in review/ inspection. In case the gardening work rendered is found unsatisfactory or any Colony/ Office/ specified area is not maintain properly as per the contract or if any other deficiency in service/ performance is found then the Bank may impose a penalty of Rs.5000/- (Rupees five thousand only) per instance, the amount of

penalty may be recovered either from the monthly bill payment or from the security deposit. If repeated complaints/ lapses in performance are found then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing, however, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed by the Bank. In case of termination of the agreement for contravention of the terms and conditions of the agreement, the contractor may be debarred from any business dealings with the Bank for a period of five years. However, before debarring the Contractor, the Bank may give a seven days' notice to the Contractor and consider the response, if any, thereon. The decision of the Bank will be final and binding in this regard.

2. The contractor shall deploy skilled gardening staff who are experienced. If the gardening staff is found to have inadequate experience to execute the work, the contractor shall substitute such staff immediately. Failure on the part of contractor to deploy experienced workers will attract a compensation to be paid by contractor at the rate of Rs.1000/- (Rupees one thousand only) per workman per day. Decision of the Bank as to whether particular staff possesses requisite experience shall be final and binding.
3. The contractor/Horticulturalist should ensure that no workman/ Gardening staff deployed by them takes personal work in any flat in any Bank colony/ leased flat. If any worker is found doing any personal work in any of the flats, he/ she should be immediately removed. If contractor fails to ensure this condition, then a penalty of Rs.1000/- (Rupees one thousand only) per instance may be imposed by the Bank.
4. The Contractor shall ensure that its gardening staff observe cleanliness, maintain hygiene by wearing proper apparels and gear, and are properly dressed in uniform with identity cards etc., during their duty hours. They shall not demand any money or reward in any shape from employees or their family members or guests staying in colonies/ leased flats. Failing to comply/adhere with these conditions will invite a penalty of ₹1000/- (Rupees one thousand only) on each occasion and habitual offenders in this regard shall be removed from deployment at the Bank's premises.

5. The Contractor shall maintain a permanent attendance register duly signed by its Gardening staff deployed at the respective colonies and Offices which will be open for inspection and checking by the caretaker/ authorised officials of the Bank any time. The contractor shall ensure that the required number of staff is deployed for duty on every day. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty equal to the value arrived at, as per the following formula, shall be levied by the Bank. In case the contractor fails to maintain the requisite staff repeatedly, the Bank reserves its right to terminate the contract and the contractor shall be liable to risk and cost. Also, frequent changes in the personnel should be avoided.

Penalty for absence from duty would be calculated as follows:

$$(A \times C) / (365 \times N)$$

Where, A - Total no. of absence from duty

C - Contract Amount per annum

N - Required number of employees per day as per Contract

The amount of penalty may be recovered either from the monthly bill payment or any other amount payable to the Contractor or from the security deposit. If repeated complaints are observed then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing, **whereupon the security deposit shall stand forfeited to the Bank, without prejudice to the Bank's other remedies against the Contractor.** However, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed with by the Bank.

H) Non-disclosure: The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor or its employees during the course of discharging 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 Bank. 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) Sexual Harassment: 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 or in leased flats, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the 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 involving the employees of the contractor, for instance any monetary relief to Bank's employee/ resident, if sexual harassment by the employee of the contractor is proved by the Committee. Upon receipt of such complaint, the Contractor shall remove such person from the premises of the Bank and replace with suitable person till the enquiry/proceedings have been completed and the person is not found guilty. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

J) RISK AND COST CLAUSE: Notwithstanding anything contained in any other clause, Bank reserves the right to terminate the contract due to any failure on the part of the contractor in discharging its obligations under the contract or in the event of it becoming insolvent or going into liquidation. The decision of the Bank about the failure on the part of the contractor shall be final and binding on the contractor. If there is any stoppage of service in any area of the operation, for any reason, the contractor is liable for penal action as decided by Bank. In the event of any failure on the part of the contractor, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor. The additional cost, loss, if any incurred by Bank shall be recovered from the amount payable to the contractor or from the security deposit and the Contractor shall not have objection to such recovery.

K) Insurance -

1. The contractor shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for the period of the contract, renewable thereafter if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to persons, property, animals or building or third party while executing the work. Third party liability on contractors shall be minimum ₹ 2.00 lakh per person for any one accident or occurrence and ₹ 5.00 lakh in respect of damage to property for any one accident or occurrence. Workmen compensation Insurance policy for all the staff deployed shall also be taken by the Contractor and copies of the same shall be submitted to the Bank within 10 days of signing the contract. These policies shall be valid till the validity of contract with the Bank. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

2. The contractor shall be responsible for all injury to persons, property, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, property. The Contractor shall indemnify the Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The Bank shall have right to recover any such expenses/damages from any amount payable to the Contractor or from the security deposit and the Contractor shall not object to such recovery.

3) The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

4) The Contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the completion of the contract, with an approved Office a Policy of Insurance in the joint names of the Bank and Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

5) The Contractor shall also similarly indemnify the Bank against all claim which may be made upon the Bank, whether under the Employees compensation Act or any other statute on force, during the currency of this contract or at common Law in respect of any employee of the contractor and shall be at his own expense effect and maintain until the completion of the contract, or with an approved Office a Policy of Insurance in the joint names of the Bank and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract.

6) The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising therefrom.

7) The Contractor shall insure the workers at his cost and keep them insured until the completion of the work, against loss or damage by fire with in the joint names of the Bank and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and the receipts for the premium as specified.

L) Contractor's Employees:

1. The Gardening Staff engaged by the contractor shall be trained and experienced people having good health and character; well behaved, obedient and skilful in

their tasks.

2. The deployment of persons for the purpose of the gardening work shall be the sole prerogative/obligation/responsibility of the Contractor. The contractor shall furnish list of his/ her employees to be deployed at the Bank, along with their qualifications, experience, address, photos, etc. Any change in personnel would be done with due intimation to the Bank. However, the Bank reserves the right to reject any particular workmen/ staff placed/ employed by Contractor under the contract with RBI.
3. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and Reserve Bank shall not be responsible in case of any eventuality and the Bank would be suitably indemnified for the same by the Contractor.
4. The Contractor shall arrange to issue Identity Cards to all the gardening staff after police verification. Also, identity cards are to be countersigned by the Security Officer/ Caretaker for administrative and safety purpose to avoid any unauthorized person entering the Bank's premises. The Contractor shall comply with all operational rules and regulations, including security & disciplinary rules framed by the Bank and made applicable to the whole or part of the premises, wherein the contractor or its employees happen to be operating / working. In the event of any of the Contractor's employees violating the said rules and regulations or in any way becoming objectionable to the Bank, the Contractor shall remove forthwith such employees from the Bank's premises and indemnify the Bank for any loss on such violation of the rules and regulations.
5. The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drug, prohibited substances, smoke, etc., while on duty or otherwise inside the Bank's premises. The Contractor shall remove any employee who in the opinion of the Bank, is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify the Bank against all claims which may be made under the Employees Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration

and other dues to its employees, as also for omissions / commissions done by them.

6. The workmen / employees engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by the Bank employees, guests, etc.
7. It is clearly understood that the contractor's employees shall not have any employee-employer or master-servant relationship with Bank.
8. The Contractor shall ensure that:
 - i. all instructions, guidelines and specifications issued to the Contractor by the Bank are clearly and effectively communicated by the Contractor to its employees and personnel;
 - ii. All instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of the Bank is not compromised.
 - iii. No action of the Contractor and / or its employees and/or personnel shall violate prevailing laws and regulations. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies. Further the antecedents of staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted by the Bank.
 - iv. The Gardening staff or any other employees of the contractor shall not demand/ accept any money or reward in any shape from employees or their family members or guests staying in colonies.
 - v. The contractor should get the medical check done for its workforce (to be deployed for the gardening purpose).The contractor shall ensure that staff deployed is free from any contagious or communicable diseases and arrange for their regular Health check-ups and necessary vaccination once a year. The cost in this regard is to be borne by the contractor and not by Bank. The documentary evidence in this regard will be required to be furnished to the Bank within a fortnight of employee commencing work. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services immediately and suitable replacement shall have to be arranged

forthwith. Bank may arrange for medical check-up of the contractor's personnel if considered necessary by the Bank and the Contractor shall withdraw any person who is found medically unfit for the job and arrange for an appropriate substitute. The cost if any incurred by Bank in this regard shall be borne by the Contractor.

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

M) Signing of Contract Agreement:

1. General instructions contained in the tender to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder. The Contractor shall carry out all the gardening & horticultural work strictly in accordance with the detailed specifications and Instructions of the Bank.
2. In case of partnership firms the Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract.
3. On receipt of intimation from the Bank regarding acceptance of the Tender, the Contractor shall be bound to implement the Contract from the date specified therein. The Contractor shall sign an agreement in accordance with the extant provisions. The Contractor shall be liable to pay the appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Mumbai/ Maharashtra. Any pecuniary liability incurred by the Bank either as additional stamp duty, penalty or otherwise due to inadequacy or inappropriateness of the stamp duty paid by the contractor shall devolve on the contractor and the Bank shall be entitled to recover the amount from the security deposit or from the bills raised by the contractor. Where the security deposit is utilized for the said purpose, the contractor shall immediately replenish the utilized amount. Failure to do so may amount to breach of the agreement and consequences thereof shall follow.

N) Licenses, Compliances and Indemnity -

(i) The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

(ii) The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/ Government of India (ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Bank against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time. The Contractor shall indemnify and keep indemnified, defend and hold good the Bank, its directors, officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

(iii) The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary statutory information / documents in proof of the above whenever called for by the Bank. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

(iv) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment

of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor either from monthly bill or from security deposit.

(v) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the Contractor by deduction from amount due to the contractor or from the security deposit.

O) Disputes Resolution: All disputes arising under this Agreement executed with the successful bidder shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator mutually agreed by the parties. In case the parties do not agree upon the sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators, shall appoint the third arbitrator who shall act as the presiding arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the arbitration shall be held at Mumbai. The award of the arbitrator so appointed shall be final and binding. During the arbitration proceedings the Contractor shall continue to discharge his contractual obligation under this agreement, unless dispensed by the Bank. This contract is subject to exclusive jurisdiction of courts at Mumbai only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

P) Failure to Exercise RBI's rights

Any omission on the part of Bank at any time to exercise any of its rights under the terms of engagement of the contractor shall not be deemed to amount as waiver on the part of Bank of its rights and in no way impair or affect the validity of the terms and the privilege of Bank to enforce its rights at any time subsequently.

Q) Tenancy Rights

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter and retake

and absolutely retain possession of the portion provided by Bank to the contractor for due execution of the contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

R) Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time to time issue further written instructions, detailed directions and explanations which are hereafter collectively referred to as "Bank's" instructions" in regard to Gardening and horticultural work. The Contractor shall forthwith comply with and duly execute the Bank's instructions provided always that verbal instructions and directions given to the Contractor or his representative relating the works by the Bank, shall, if involving a variation, be confirmed in writing immediately, and, if not dissented from in writing within next day by the Bank, such shall be deemed to be Bank's instructions within the scope of the Contract.

S) Other conditions –

1. To ensure effective implementation of this contract, the Regional Director or an authorised official/s of Reserve Bank of India, Mumbai Regional Office shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the contractor. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Regional Director, Reserve Bank of India, Mumbai Regional Office shall be final and binding on the contractor.
2. It shall be the contractor's responsibility to ensure that the obligations under the terms and conditions of this contract are duly performed and observed.
3. The Contractor shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the gardening works according to the intent and specifications taken

together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancy he shall immediately and in writing refer same to the Regional Director who shall decide thereupon. The decision of the Regional Director shall be final and binding on the Contractor

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

6. The Contractor shall give all necessary personal superintendence during the contract period, and as long thereafter as the Bank may consider necessary. Any directions, explanations, instructions or notices given by the Bank to the Contractors' representative shall be held to be given to the Contractor.

7. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

8. If at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or

sub-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their contract. 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 his other remedies against the Contractor.

10. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.

11. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalized by the Bank/ its authorized officials. Subsequently, the contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.

12. The work is in the nature of Facility Management (Gardening & Horticultural Services). The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period or from the date of handing over of the site whichever is later. If the work(s) be delayed by:-

- a) force majeure, or
- b) delay on the part of other contractors or tradesmen engaged by the Bank in executing work not forming part of the Contract, or
- c) non-availability of stores, which are the responsibility of the Bank to supply or
- d) non-availability or break down of tools and Plant to be supplied or supplied by the Bank or
- e) any other cause which, in the absolute discretion of the Bank is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that

may be reasonably required to the satisfaction of the Bank to proceed with the works. Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Bank. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In such case the Bank may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by Bank in writing, within 2 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the Bank and this shall be binding on the contractor.

13. The decision, opinion, direction, certificate (except for payment) by the Bank with respect to all or any of the matters hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

14. The contractor shall ensure to keep the garden / place of work clean at all times. As the work is going to be carried out mostly in occupied Bank premises, the contractor shall take due care to clean the work area after completion of work, before leaving the place. In case the contractor fails to comply with the requirements of this clause, the Bank shall have the right to get this work done at the cost of the contractor through any other agency and recover the amount from contractor's bill or security deposit.

15. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the instructions in writing in respect of the work signed by the Bank or his representative. In the case of any class of work for which there is no specifications mentioned, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank.

16. The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, Gas, electric supply and other companies and/or authorities with whose systems the relevant installation is connected and shall not make any deviations in violation of the statutory provisions. The Contractor shall bring to the attention of the Bank all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.

17. The contractor shall fully indemnify and keep indemnified the Bank against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against the Bank in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

18. Whenever any compensation, claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Bank shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract elsewhere with the Bank pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Bank will be kept withheld or retained as such by the Bank till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

19. If, for any reason, the Bank is obliged, by virtue of the provisions of the Employees Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the contractor in execution of the works, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this Contract or otherwise.

T) Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, civil commotion, local commotion of workmen, or lockout, affecting any of the trades employed on the work or serious loss/damage by fire, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed upon, if any, or seven days, whichever is more, either party may at its option terminate the contract

S) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or individual proprietorship	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
---	--

If the Contractor is a company	IN WITNESS WHEREOF the Bank 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 two duplicates hereof to be executed in its behalf, the day and year first hereinabove written.
--------------------------------	--

Signed and delivered by Reserve Bank of India, Mumbai

(Name and Designation)

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

if the party is a

Partnership firm

Or individual

SIGNED AND DELIVERED BY _____

Proprietorship

In the presence of –

Witnesses –

1. _____

Address:

2. _____

Address:

THE COMMON SEAL OF _____

**If the Contractor
is a company**

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

In the presence of –

Witness:

1. _____

2. _____

If the Contractor
Signs under Common
Seal, the signature
should tally with
the sealing clause in
The Articles of
Association

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

1. _____

2. _____

If the Contractor is signed
by the hand of Power of
Attorney, whether of a
company or an individual

SIGNED AND DELIVERED BY -

The Contractor by the hand of

Shri _____

and duly constituted attorney.

Place:

Signature of the contractor

Date:

(Seal)

Section V

Terms and conditions

1. Security Deposit -

(i) The Successful bidder shall furnish Security Deposit to the Bank within 7 days from the date of acceptance of offer. The security deposit will be 5% of the tender value (rounded off to nearest ten thousand rupees) for due performance of the contract in the form of Bank Guarantee valid for a period up to two months after expiry of the contract. The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for the amount of Security Deposit during the period of agreement.

(ii) Failure to pay the security deposit shall be treated as failure to discharge the obligations under the contract and shall result in cancellation of the offer of the contract and forfeiting the EMD. The bidder shall be liable to compensate the Bank for any loss incurred by the Bank.

(iii) The bank guarantee shall be released without interest after 2 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the bidder or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities, etc.

(iv) The Bank reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by the Bank due to failures on the part of the bidder or due to termination of contract or bidder becoming disqualified because of liquidation / insolvency or change of composition or for the penalty imposed by the Bank under the agreement. The decision of the Bank in respect of such losses, damages, charges, expenses or costs, shall be final and binding.

(v) On payment of the security deposit, the contracting firm will be required to enter into an Agreement/ Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by the Bank.

(vi) If the successful bidder fails to comply with the terms and conditions of the

contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

2. Prices for extra etc. ascertainment of

A) The contractor may, when authorized by the Bank, add to, omit from or vary the works shown upon the specification, or included in the Scope of Work, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank shall, if confirmed by him in writing immediately, be deemed to have been given in writing.

B) No claim for an extra work shall be allowed unless it shall have the concurrence of the Bank as herein mentioned. Any such extra work is herein referred to as authorized extra work and shall be made in accordance with the following provisions:

(a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

(b) The net prices of the original tender shall determine the value of the items omitted; provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

(c) Where the extra works are not of similar character and/or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

Special conditions:

3. The prices quoted shall be deemed to have included all applicable taxes (inclusive of GST), custom duty, excise duty, local levies, etc. imposed by Central/State Government/ Local Bodies, Contractor Profit, Overhead expenses and other expenses. If the Tenderer fails to include such taxes and duties in the tender, no

claim thereof will be entertained by the Bank afterwards. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Bank that the same is given pursuant to this condition, together with all necessary information relating thereto. No service charge will be payable.

4. The rates are inclusive of involvement of cost of labor, transportation, tools, tackles and equipment /appliances, Maintain lawn by using necessary machines etc, ladders if required and keep them back to position. The rate shall include removal of all wastage generated due to pruning and trimming process away from the premise of Bank's residential colonies and Office premises. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials (wherever required), etc shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
5. The Bidder should also note that unless otherwise stated, the tender is strictly on lump sum basis and his attention is drawn to the fact that rates for each colony should be correct, workable and self-supporting. The scope of work indicate the total extent of work, which also includes any other small works required to complete the intent of the scope so defined.
6. If the applicant desires, it shall list deviations from the terms and conditions given in the application documents. However the Application which does not comply with RBI's terms and conditions may be rejected as **Non-Responsive**.
7. Part 'II' (Section II) - price bids shall contain prices in Indian Rupees only as per the format both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II (Section II) of the tender will not be taken into account and will be treated as null and void.
8. Bidders are expected to exercise due care while quoting the rates. The rates quoted should not be Abnormally High Rates (AHRs) or Abnormally Low Rates

(ALRs). In case ALRs are quoted by any bidder/s in price bid, the Bank reserves the right to either reject such bids or to establish the reasonableness of prices on the basis of estimated rates, prevailing market rates, last purchase prices, other input costs and intrinsic value etc. before awarding the contract. For bidders quoting ALRs, the Bank may increase the amount of security deposit up to 20% of total estimated value of the tender (Rs.----crore) as performance security, which may be forfeited in case such contractor is not able to perform the contract at the given rates. The decision of the Bank in this regard will be final and binding.

9. The tenderer must use only the forms downloaded from the Bank's website to fill in the rates. The uploaded tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.

10. The rates quoted shall be firm and binding without any escalation till renewal of the contract. Thereafter, increase in contract rates will be at the discretion of the Bank.

11. The contract will be for a period of 14 months and extended for a further period of two years (one year at a time), at the Bank's discretion. The further extension of Contract after two years will be at the discretion of the Bank and at mutually agreed upon terms.

12. Either party shall be at liberty to terminate the agreement by giving one calendar months' notice in writing. However if the contractor fails to carry out the work during the notice period, Bank shall have the right, without any prejudice, to get the work done through any other alternate Agency at the risk and cost of the contractor.

13. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the price bid, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

14. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Bank within 7 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. In such an event the Bank shall have right to debar the bidder from participating in

any tender in the Bank for a period five years. However, before debarring the bidder, the Bank may give a seven days' notice to the bidder and consider the response, if any, thereon. The decision of the Bank will be final and binding in this regard.

15. The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. The contractor or his gardening staff shall not use the premises, properties, fixtures, fittings, etc., of the Bank colonies for any purpose other than those expressly provided in the contract.
16. Water and Electricity is available at sites and may be used by the contractor for the works free of cost, subject to the condition that the contractor shall make his/her own arrangement to take supply from the nearest source available. During the execution of work, adequate care shall be taken by the Contractor so that the Power and Gas supply, Water and Drainage system, etc. which may be having common line serving to adjacent properties including Bank's premises shall not be disturbed. If any of these services are disturbed due to any work undertaken by the Contractor, the Contractor shall take all initiative to get the same restored at the earliest. No extra amount shall be paid on this account.
17. The contractor or his/ her authorized representative has to attend the review meetings convened every month or as and when required, for discussion for evaluation of performance of the contract.
18. In the event of any damage being caused to the movable or immovable property of Bank or its residents or guests or employees or to the property of the employees of Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the same from the bill of the contractor or from the security deposit.
19. The contractor shall not use the Logo and or trade name of Bank or letter head of Bank and the relationship between the contractor and Bank being on principal-to-principal basis, the contractor shall not hold himself/ herself as an agent of Bank. The contractor shall not use Bank's address on his letterhead/ stationery for purposes of Registration or communication with any Government/ Local Body or any other organization or person and no tenancy shall be created by the presence

of his workmen/ employee on Bank's premises.

20. Contractor shall maintain all registers as required by the Regional Labour Commissioner and shall furnish the same to the Bank or its representative as and when required.
21. The CONTRACTOR shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources are preferably employed on the work.
22. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract.
23. The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Bank, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the Horticulturalist and the gardening staff who will be deputed for the work. Minimum requirement of such Horticulturalist and the gardening staff and their qualifications and experience shall not be lower than specified in Scope of work. The Bank shall within 3 days of receipt of such communication intimate in writing its approval or otherwise to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another employees according to the provisions of this clause. Decision of the Bank shall be final and binding on the contractor in this respect. Such a Horticulturalist and the gardening staff shall be appointed by the contractor soon after receipt of the approval from the Bank and shall be available at site before start of work.

The Horticulturalist shall be present at the site of work for supervision and also present himself/themselves, as required, to the Bank and/or his designated representative to take instructions. Instructions given to the Horticulturalist shall be deemed to have the same force as if these have been given to the contractor. The Horticulturalist shall be available at site fully during the specified durations and whenever so required by the Bank and shall also note down instructions conveyed by the Bank or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions. Necessary site Registers viz. complaint register, Material receipt/consumption

register/ Labour attendance register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Caretaker.

If the Bank, whose decision in this respect is final and binding on the contractor, is convinced that no such site supervisor and/ or technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a penalty may be imposed as specified in penalty clause in Articles of agreement. The contractor shall submit a certificate of employment of the Gardening staff (in the form of copy of Form-16 or CPF deduction issued to the Technical staff and employees employed by him) along with every bill and shall produce evidence, if at any time so required by the Bank.

24. The successful Tenderer is bound to carry out all items of work necessary for performance of the job even though such items are not included in the scope of work and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
25. If there are varying or conflicting provisions made in any one document forming part of the contract, the Bank shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
26. Employing necessary skilled gardener and helper mentioned in Bank's respective colonies and offices as indicated in deployment chart.
27. The rates are includes Cost of labour, material, transportation, tools and equipment's and Appliances and all taxes (including GST).
28. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area.
29. The tendered rates shall be inclusive of all the liabilities (**inclusive of GST**) of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI, EPF contributions, Bonus, Leave Relief, Liaoning with MCGM, trimming & pruning and MCGM Charges if any required in entire contract period etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of all labour, uniforms and tools, machinery, equipments etc. required at the sites.

30. Daily basis supervision of the Horticulturist for giving instructions to the site staff and submitting report/suggestions to the employer. The reports of decayed/dead plants and trees shall be submitted on monthly basis to the Bank.
31. Control of insects, fungus and other diseases by means of spraying with pesticides as and when required.
32. The cutting of dead tree wherever/whenever required shall be consider after taking necessary prior approval from Bank and permission from MCGM (Garden authorities) and the charges will not be payable as extra. **If the work of cutting of dead tree will be attended through specialised workers from local authority, the charges/ payments will be reimbursed on production of actual payment receipt.**
33. Carrying out all horticultural operations for the proper growth of plants and uniform thickness/density of grass in lawn. Whenever new plants provided by the Bank same shall be planting in-consultation with Security officer and Caretaker.
34. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves/sticks/ branches of trees not required Bank's prior permission for removal and other waste material & disposal thereof.
35. Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps so as to water entire garden area. The Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient points. But the Contractor should make his own arrangements for further distribution/drip irrigation for panels of vertical garden.
36. Trimming/pruning of the tree branches wherever/whenever required shall be consider after taking necessary approval from Bank and permission from MCGM (Garden authorities) and the charges will not be payable as extra. The responsibility of liasoning with BMC gardening/Tree cutting department for getting necessary required approvals whenever required including taking photographs of trees shall be rests with contractors. **If the work of trimming and pruning will be attended through specialised workers from local authority, the charges/ payments will be reimbursed on production of actual payment receipt.**
37. The contractor shall make their own arrangements for storing the necessary tools plants, materials equipment's at a place shown by the Bank in respective premises.

38. The rate shall include removal of debris generated due to gardening process away from the Bank's premises.
39. The entire work shall be carried out in consultation with AM/Mgr (P&SE) and Caretaker and obtain necessary certificate for garden maintenance work and the same should be submitted along with the bill.
40. The wild growth in the entire premises (even if not in the garden Area) shall be uprooting off once in a month (including periphery of Buildings). Uprooting the wild growth in entire premises around the buildings.
41. Any garden/Hedges/Lawn developed during the year shall be maintained in good condition in addition of the existing without any extra cost.
42. Contractor shall take necessary workmen compensation insurance policies as per standard norms indicated elsewhere. The original copy of policy shall be submitted to the Bank.
43. The payment shall be made on **Quarterly basis** on submission of bills after satisfactory completion of the work and certification by the Caretaker/Security Officer etc. however if the service is rendered and found unsatisfactory, the Bank's officials, Caretaker/Security Officer may deduct a suitable amount while paying the bill.
44. If the maintenance work is not found satisfactory appropriate amount shall be deducted from the amount payable to the firm as per the penalty clause mentioned in the tender document and based on recommendation of the Caretaker/Security Officer while certifying the bills.
45. If the work is not found satisfactory, the contract can be terminated by the Bank by giving one month's notice.
46. **In any case , the contractor fails to depute their workers as per required strength, necessary deduction for such absence will be carried out based on approved quoted rates from their bill while settlement of their quarterly bill for the payment.**

I/We have read the Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorized person:

Name of the signatory (.....)

(in block capital letters) :

Status of the signatory i.e. proprietor / partner/director:

.....

Date:

Section - VI

Evaluation criteria

Technical Bids of applicants will be evaluated based on the eligibility criteria mentioned in the tender document, after scrutinizing all the relevant documents as sought from bidders and as per Methodology given as follows. Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of price bids.

a) Evaluation of Technical Bid

Technical Bids will be opened first and evaluated to determine responsiveness to the Bank's requirements. The technical bid evaluation shall be done based on the following criteria:

1. Number of years in operations in Horticultural / Facility Management Services for Gardening work.
2. ANNUAL TURNOVER (Average of last three financial years) as on March 31, 2020
3. Number of current similar contracts / works (providing Facility Management Services for gardening work at residential colonies and offices of banks, Govt. Financial Institutions, Corporate houses etc.) in other locations.
4. Number of Manpower on Rolls of gardening work.
5. Service quality by the bidder at current similar facilities (to be decided by the Bank on the basis of client site visit reports, the decision taken by the Bank in this regard will be final and binding).

During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

I. Number of years in operations in Horticultural / Facility Management Services for Gardening work - Max 20 Marks

- a) More than 5 years - **20**
- b) More than 3 years and up to 5 years - **15**

II. ANNUAL TURNOVER (Average of last three financial years) as on March 31, 2020- Max 20 Marks

a) Above Rs.1.5 crore and up to Rs.3.5 crore - **20**

b) Above Rs.1 crore and up to Rs.1.5 crore - **15**

III. Number of current similar contracts/works (providing Facility Management Services for gardening work at residential colonies and offices of banks, Govt. Financial Institutions, Corporate houses etc.) in other locations - Max 20 Marks

a) More than seven similar works in other locations – **20**

b) More than four but less than or equal to seven in other locations – **15**

c) Two or more than two but less than or equal to four in other locations - **10**

IV. Number of Manpower on Rolls - Max 15 Marks

a) More than 25 - **15**

b) More than 20 and Up to 25 - **10**

V. Service quality by the bidder at current similar facilities (to be decided by the Bank on the basis of client site visit reports, the decision taken by the Bank in this regard will be final and binding) - **Max 25 Marks**

As quality of service is the prime concern, selection will also be based on quality cum cost criteria. Before opening of the Price Bid, Officials of the Bank will visit the establishment/s maintained by the firms to check the quality of work pertaining to Horticultural / Facility management services for Gardening work. The bidder shall facilitate the inspection of the similar facilities maintained by them, by the Officials of the Bank to ascertain the performance, as specified above.

All the supporting documents for the above criteria are required to be uploaded/ submitted for evaluation.

Proposals scoring minimum of 70% marks (i.e. 70 marks out of total 100 marks as per the table above) shall be considered for further evaluation in the price bid. **Also such tenderers shall be considered for empanelment under similar contract for next three year i.e up to March 31, 2024.** The Bank shall notify those bidders whose proposals did not meet the minimum qualifying points or were considered non-responsive to the tender conditions.

The Bank shall simultaneously notify the bidders who have qualifying, indicating the date and time set for opening of the Price Bids. The notification may be sent by

electronic mail. In order to verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

b) Evaluation of financial bid

After the technical evaluation has been completed, the financial Bids of only technically qualified vendors will then be opened for the purpose of commercial evaluation. The financial Bids shall be opened publicly in the presence of the bidder's authorised representatives who choose to attend (only one representative per bidder). The name of the Bidder and the offered prices shall be read aloud and recorded when the financial Bids are opened.

The Evaluation Committee will determine whether the financial Bids are complete (i.e. whether they have accounted for all items of the corresponding Proposals. If not, the Committee will cost them and add their cost to the initial price) and correct any computational errors. The bidder must be prepared to furnish clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its bid.

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. The Reserve Bank of India also reserves the right to divide the order between two or more tenderers and the contractor shall carry out even the part orders for various items. No variation of rates shall be allowed on this account under any circumstances.

Also, the comparison of tenders and its ranking will be considered Cluster wise. The contract may be awarded on the basis of tender rating. Bids shall be evaluated based on a lowest financial bid in each cluster. In case two firms offering the same lowest net bundled prices, then only the past experience for similar kind of work by the firm and technical evaluations marks shall be considered for evaluation purpose of Price Bid. The decision of the Bank shall be final and binding. The lowest financial Bid in each cluster will be invited for negotiations.

Section VII

Detailed scope of work

A. **Description of Work:** This work is the facility management of Gardening and Horticultural work for the Banks colonies and Office Buildings which includes Annual maintenance contract of garden, hedges, lawns and providing horticultural services at banks residential colonies and offices of Reserve Bank of India, Mumbai.

i. **Details of Residential and Office Premises where work is to be carried out are as under:**

Sr. No.	Name of the colonies and Address	Details of the buildings and flats
1	DG Flats – Plot no. 85, L. Jagmohandas Marg, Malabar Hill, Napeansea Road, Mumbai-400006	Total flats – 4 (all 4 BHK)
2	Dhanastra – Wodehouse Road, Cuffe Parade, Colaba, Bombay - 400005	Total buildings - 2 Total flats – 39 3 BHK – 7 2 BHK - 32
3	Bank house - RB-9, Officers Quarters, Plot no. 156, Backbay Reclamation, Mumbai-400021	Total buildings - 1 Total flats – 30 3 BHK – 6 & 2 BHK - 24
4	Vasnt Vihar – Plot no. 85, L. Jagmohandas Marg, Malabar Hill, Napeansea Road, Mumbai-400006	Total buildings - 1 Total flats – 26 (all 3 BHK)
5	Varada - V.S. Marg, 'Varada', Cadell road, Prabhadevi, Mumbai - 400028	Total buildings - 4 Total flats – 39 3 BHK – 27 1 room - 12
6	Jalada - Plot no. 1261 of T.P.S. Bombay, P Balu Marg, Prabhadevi , Worli, Mumbai 25	Total flats –153 3 BHK – 80 2 BHK – 72 ACTR Room - 1
7	TMC (Tata Mill Compound)- Parel - Mumbai	Total flats - 60 3 BHK – 10 2 BHK -40 1 BHK - 10
8	Suvarnarekha- Parel - Mumbai	Total flats – 60 (all 3 BHK)
9	Byculla - Dr. A. Nair Road, Near Maratha Mandir, Opp. Mumbai Central, Mumbai - 400 008	Total buildings – 5 (Officer) 2 BHK – 174 Total buildings – 7 (Class III) 1 BHK - 423
10	BKC- Bandra Kurla Complex, Plot no. R-3/R-4, Bandra East, Mumbai- 400051	Total buildings - 2 Total flats – 40 (all 2 BHK)

11	Matunga- Plot no. 261 E, Sion Road, Near King's Circle Station, Mumbai-400019	Total buildings - 1 Total flats – 11 (all 2 BHK)
12	Tardeo- Tardeo Road, Opp A/C Market, Tardeo, Mumbai - 400007	Total buildings - 2 Total flats – 37 (all 2 BHK)
13	Gokuldhham- Goregaon (East), Mumbai - 400063	Total buildings - Total flats –218 3 BHK – 111 2 BHK - 107
14	Santacruz- North Avenue Road, Santacruz (West) Mumbai 400054	Total buildings - 6 2 BHK – 95 (Officer) Total buildings - 16 1 BHK – 208 (Class III) 1 Room - 6
15	Tapovan- Malad East, Mumbai - 400097	Total flats –92 (all 2 BHK)
16	Bhandup- M.D.Keni Marg, Bhandup village, Bhandup East, Mumbai - 78	Total buildings - 7 Total flats –118 (all 1 BHK)
17	Dahisar- Kandarpada, Veer Hanuman Nagar, Dahisar West, Mumbai - 400 068	Total flats –105 (all 2 BHK)
18	Malad phase- I & II Raheja Township, Malad East, Mumbai - 97	Total buildings - 11 Total flats –212 (all 1 BHK)
19	Chembur- Sion Trombay Road, Chembur, Mumbai-71	Total buildings - 11 Total flats –312 1 BHK – 120 1 Room Kitchen - 192
20	Mahim- Lady Hardinge Road, Mahim, Mumbai - 400 019	Total buildings - 8 Total flats – 270
21	Main Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1
22	Amar Building - Shahid Bhagat Singh Marg, Near Main Building, Fort, Mumbai - 400 001	Total buildings - 1
23	Central Office Building Shahid Bhagat Singh Marg, Fort, Mumbai - 400 001	Total buildings - 1
24	Bandra-Kurla Complex Office Office building, Bandra-Kurla Complex, Plot C-7, C-8, C-9, Near Drive-in-Theatre, Bandra East, Mumbai - 400 051	Total buildings - 1
25	Byculla Office, Reserve Bank of India Dr. A. Nair Road, Opp. Mumbai Central, Mumbai - 400 008	Total buildings - 1
26	World Trade Center – Colaba, Mumbai	Total buildings - 1

Note: All figures/numbers these are indicatives.

C. Details of the work to be carried out is as follows:

1. Deployment of gardening staff:

To maintain the grass lawns, on regular basis by weeding, mowing, watering, manicure, forking the ground, top dressing with manure mixed soil, mixing the same with forked soil, cleaning the areas etc.

To maintain trees, shrubs, creepers and ground covers etc. (including any new plantation) spread over the entire campus by weeding, hoeing, mixing manure, watering, pruning, remove the coconuts or other fruits form the trees as per the requirement of the Bank etc.

To maintain the plants in the planters of Administrative building by regularly carrying out necessary horticulture operations. Uprooting and disposal of wild growth and weeds from sides of all building.

To spray pesticides, insecticides, fungicides to protect the plants from diseases as and when required to spread urea and manures. Cost of the pesticides, insecticides, fungicides shall be paid on lum-sum basis but the spray equipment shall be provided by the contractor. To take appropriate measures for rodent control in horticulture areas.

To collect garden waste consisting of wild growth, weeds, waste generated by pruning & cutting operations, pebbles, dead trees, dry leaves etc. surfaced as a result of day to day horticulture operations. To dispose-off garden waste at designated municipal dumping ground. To provide Transport, Tractor with trolley, Labour etc. for this work.

To provide and maintain required implements, tools & plants. To provide uniform, gum boots, gloves etc. personal protective equipment (PPE) to the garden workers deployed in Bank's campus. The choice & colour of the uniform will be decided in consultation with Bank.

i. MAINTENANCE OF GRASS LAWNS & GRASS BELTS:

Weeds removal- Minimum once in seven days during rainy season and 10 days in other seasons. If extra manpower is required to clear the wild growth & weeds during rainy season the same shall be deployed by the contractor

Cutting with lawn mower- Once in a week in rainy season, once in two weeks in other seasons.

Hoeing and minor digging - 15 days (fortnightly).

Manure/ fertiliser etc. - Every four months or as mutually decided.

Watering- Regularly and immediately after mowing of lawns.

Cleaning of lawns/ removal of foreign materials- Regularly whenever foreign material surface. Sweeping and removing grass after mowing.

ii. MAINTENANCE OF TREES, SHRUBS, CREEPERS ETC.

Pruning of trees- Major: during rainy season and minor as per requirement.

Pruning of shrubs- Once in 30 days in rainy season and 45 days in other season

Pruning of Creepers- During non-flowering season or as directed by Bank.

Weeding of plant base and surroundings- Once in ten days during rainy season and three weeks in other seasons.

Mixing manure and fertilizers- As and when required or directed by Bank

Hoeing/Trimming- Twice a year.

Spraying of insecticides, pesticides etc- As and when required or directed by Bank.

Watering- Regularly.

iii. Manure, Fertilizers & Insecticides:

Manures, fertilizers, insecticides, pesticides etc. will be supplied by the contractor as per direction and in consultation with Bank. Supplied items shall be used in the garden/ lawn. Payment shall be made on the lump-sum basis.

Supply and use of following manure as and when required.

a) Cow-dung (Well composed) b) Sewage sludge (Free of Sandy material) c) Garden Soil d) Fine Sand e) Urea f) Bone Meal g) Neem Oil Cake (Pulverised) h) DAP i) Agromex j) Vermicompost k) Zinc l) Mustard oil cake m) Red oxide paint etc.

Supply and spraying of following pesticides/ insecticides/ fungicides, etc. as and when required.

a) Malathion b) Rogor c) Metacystox d) Chlorpyrifos e) Nuvan f) Gypsum g) Bavistin h) Blitox i) Ratol j) Rose Food k) Daisis l) Rootex etc.

iv. Tools and equipment:

The Contractor agrees to utilize tools/equipments which has been approved by the Bank. The successful bidder shall have to provide following tools and equipments for Gardening and horticultural services:

All implements, tools & tackles such as Long Cutters, Scissors, Long ladders, Sickles, Khurpi, Spade, ropes, Palls for collecting waste, Rubber pipe bundles, sprinklers etc. will be provided by the contractor as and when required during execution of work without any extra cost to the Bank.

v. MAINTENANCE OF POTTED PLANTS:

Watering – Regularly.

Putting soil, manure, fertilizers- Once in two months and as and when required

Support & dressing- The plant shall be given proper support and dressing.

Cleaning/ washing of Plants - The foliage shall be cleaned/ washed once in a week.

vi. MAINTENANCE OF FLOWERS BEDS:

Digging- Digging to a depth of 4" and removing unwanted growth. As directed or as and when needed. Seedlings & bulb seeds of seasonal (Winter & Summer) flowers, growing & developing good number of flower beds all around the Banks premises

Maintenance of flower beds: Weeding, raking, clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning.

Spraying insecticides, pesticides and hormones etc- As directed or as and when needed.

2. Indoor plants (Per plant) on monthly hiring basis (FTU) for Cluster I only:

The tenderers will supply healthy indoor variety plants of 3.5 ft. height OR in standard height (for common passage/lift lobby/corridors etc.) with plastic pots and supply indoor plants particular for Senior officer cabins with small decorative pots as per the approved list by the Bank on FTU Basis (Hiring). All Plants will should be replaced every month at the cost of the contractor with fresh potted plants. Partial replacement of plants will attract penalty. However, plants, which go dry/sick and not healthy will be replaced as and when required, which will be informed by the Caretaker/Security Officer.

The potted plants shall be kept as directed by Caretaker & Security Officer in the Bank's Office building and Senior Officer colonies. Placing of plants/flowers at the designated place shall be responsibility of the firm.

It will maintain on daily basis by gardening staff for cleaning the dust/dry leaves and watering the plants/flowers. The contractor will be liable to replace the rejected/damaged plants forthwith, failing which punitive action will be taken as deemed fit by the Bank.

The potted plants arrangements are required in Conference Room/Committee Rooms on the date of meetings. Intimation to this effect will be given one day in advance on telephone only, if necessary. Shifting of potted plants as and when required during meetings, seminars, visits of VIP's as per direction of Bank.

The contractor shall have no right to claim any cost/damage/loss due to theft, fire etc. If at any stage during the currency of contract, the quality & variety of plants and flowers, performance of the contractor etc. is not found satisfactory, the contract will be terminated forthwith and Performance Security deposit forfeited.

In case of failure on the part of approved contractor to supply the above mentioned items as per supply order within the stipulated period, the contract shall be cancelled and performance security would be forfeited apart from taking other punitive action as deemed fill by this P&SE Department.

The tenderers are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before sending their quotations, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by the Bank.

i. List of Indoor Plants:

1	Arocaria (Top to bottom lush green, well developed)	17	Singonium
2	Rapish Palm	18	Zanardu
3	Royal Palm	19	Rubber plants
4	China Palm	20	Pothos
5	Can Palm	21	Philodendron
6	Snake plants	22	ZZ plants
7	Spider plants	23	Aloe
8	Jade plants	24	Chinese evergreen
9	Anthurium	25	Water Lettuce
10	Succulents	26	Peace Lily
11	Kalanchoe	27	Boston Fern
12	Lucky Bamboo	Tall plants	
13	Oxalis	1	Alocasia
14	Asparagus Fern	2	Fiddle leaf fig
15	Croton	3	China doll
16	Dracenea Mahatma	4	Chordyline

3. Seasonal Flowers:

The tenderers supply seasonal flower plants, seedlings & bulb seeds of seasonal (Winter & Summer) flowers and growing, developing good number of flower beds all around the Bank's premises as per direction of Caretaker/Security Officer. To maintain all soft areas in between the existing trees, shrubs, creepers, ground covers and lawns where plants are not there in the Banks premises as per direction of Caretaker/Security Officer. Also develop flower seedlings in hedges and also supply grown up Dahelia, Guldawari etc. as per the list mentioned in tender document including pots, manure etc for display. The cluster wise total quantity of vertical garden panel is given in the Scheduled of Quantity

Preparing and maintaining seasonal flower pots for display in the colonies, Office buildings and meeting venues. The seasonal flowers shall be kept as directed by Caretaker & Security Officer of the Office building/colonies. Placing of plants/ flowers at the designated place shall be responsibility of the firm.

It will maintain on daily basis by gardening staff for cleaning the dust/dry leaves and watering the plants/flowers. The contractor will be liable to replace the rejected/damaged plants forthwith, failing which punitive action will be taken as deemed fit by the Bank.

The contractor shall have no right to claim any cost/damage/loss due to theft, fire etc. If at any stage during the currency of contract, the quality & variety of plants and flowers, performance of the contractor etc. is not found satisfactory, the contract will be terminated forthwith and Performance Security deposit forfeited.

In case of failure on the part of approved contractor to supply the above mentioned items as per supply order within the stipulated period, the contract shall be cancelled and performance security would be forfeited apart from taking other punitive action as deemed fill by this P&SE Department.

The tenderers are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before sending their quotations, as no violation of the aforesaid terms and conditions shall be permitted once the quotation is accepted by the Bank.

MAINTENANCE OF FLOWERS BEDS:

Digging- Digging to a depth of 4” and removing unwanted growth. As directed or as and when needed. Seedlings & bulb seeds of seasonal (Winter & Summer) flowers, growing & developing good number of flower beds all around the Banks premises

Maintenance of flower beds: Weeding, raking, clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning.

Spraying insecticides, pesticides and hormones etc- As directed or as and when needed.

Watering - Regularly. Manure - Spreading manure as per requirement.

i. List of Seasonal Plants:

Winter- Seasonal flowers		12	Chrysanthemum
1	Dahlia	13	Marigold - Hybrid
2	Stock	14	Cinneria
3	Aster	15	Salvia
4	Petunia	16	Flocks
5	Antihirinum	17	Balsam
6	Pansy	18	Zerbra
7	Dianthus	19	Poppy
8	Sweet William	20	Candytuft
9	California Poppy	21	Holi hox
10	Calendula	22	Dog flower
11	Sweet beas		

Summer- Seasonal flowers		6	Rajnigandha
1	Cocks comb	7	Lily
2	Gomphrina		
3	Zinnia		
4	Sun Flower		
5	Marigold		

4. Vertical Garden Panels:

A vertical garden panel in approx. size 5’0” (width) x 5’0” (height) of each panel is to be supplied. The approx. 250 Sqft panels installed near the main gates (125 Sqft both side of gate) in each Bank’s premises of the Cluster-wise mentioned in the tender. The cluster wise total quantity of vertical garden panel is given in the Scheduled of Quantity. The panel will be aesthetically designed, supplied and installed by the vendor.

The vendor will prepare and show the design of the vertical garden panel to Bank, giving details of Mild steel frame work, pots, hanging arrangement etc before execution of actual work at sites.

A list of plants proposed to be planted in the pots will be decided mutually by the vendor and Bank. All materials such as complete structure, piping system, pots, geo textile, engineered soil, plants etc. required for installing the vertical garden panels will be provided by the agency. The work will be carried out by deploying workers who have good experience in this field.

The vertical garden system will be maintained by the vendor in entire contract period and same shall be handed over to Bank after completion of AMC contract period in well maintained lush green condition.

Main Frame Work:

Main Frame will be made/fabricated with Mild steel (MS) hollow square tube pipe of size 1" having 16 gauge in thickness. The panel will be fixed on wheel base frame work with welding/nuts & bolts/ fasteners etc. Complete frame will be painted with epoxy paint to give neat finish.

The vertical wall panels along with pots would be fixed on the above mentioned frame with the help of suitable size screws.

Size of each pot panel will be approx. – 450mm x 150 mm

Depth of each pot will be approx. - 4.5" to 5"

The pots will be filled with engineered soil and all pots would be supplied with textile, before filling engineered soil mixture. Healthy and disease free shade loving plants which would suit the Mumbai climate, aesthetics of the site and the environment would be planted. The vendor will maintain the vertical garden system in entire contract period without any extra cost and dead or slow growing plants will be replaced by the vendor without any cost to Bank.

D. Manpower Requirement:

i. Horticulturalist - Contractor should deploy one Horticulturalist, who will be overall in charge of all the sites mentioned in cluster. He should be minimum degree holder in Horticulture with at least five years of experience in the relevant field. He should be skilled to check and respond to e-mails and proficient in using computer for preparation of bills etc. He shall coordinate with Assistant Manager (P & S E) for the day to day operations. He shall be responsible for timely completion of all activities for the maintenance work and quality of the work. He should be proactive in solving the problems related to maintenance work in any of the colonies and offices. Also on daily basis supervise the all sites for giving instructions to the site staff and submitting

report/suggestions to the employer. The reports of decayed/dead plants and trees shall be submitted on monthly basis to the Bank. The entire work shall be carried out in consultation with AM/Mgr (P&SE) and Caretaker.

ii. Gardener - Contractor shall deploy experienced (with five years' experience in the relevant field) gardener as per the requirement of Bank along with helpers as stated in deployment chart. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides as and when required. Carrying out all horticultural operations for the proper growth of plants and uniform thickness/density of grass in lawn. Whenever new plants provided by the Bank same shall be planting in-consultation with Security officer and Caretaker. Remove the debris generated due to gardening process away from the Bank's premises. The entire work shall be carried out in consultation with AM/Mgr (P&SE) and Caretaker.

iii. Helper - He should control all the workers allocate duties to them by gardener and Horticulturalist. He shall also interact with the caretaker/ Bank's representative and take their feedback to improve the performance, wherever required. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides as and when required. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves/sticks/branches of trees and other waste material & disposal thereof. The wild growth in the entire premises (even if not in the garden Area) shall be uprooting off once in a month (including periphery of Buildings). Uprooting the wild growth in entire premises around the buildings. The entire work shall be carried out in consultation with AM/Mgr (P&SE) and Caretaker.

Deployment of **minimum manpower is as under: -**

Sr No	Name of Colony	Gardening Work		
		No of Gardeners	No of Helpers	Horticulturist
Cluster I				
A	Office Buildings			1
1	Main Office Building	1	4	
2	Amar Building			
3	Byculla Office Building	1	2	
4	BKC Office Building	1	2	
5	World Trade Centre	1	-	
	Total:	4	8	
B	Senior Officer's residential			

Quarters				
1	Governor Bunglow	1	2	
2	DG Flats & Vasant Vihar	1	2	
3	Bank House Colony	1	2	
4	Dhanastra Colony	1	2	
	Total:	4	8	1
Cluster II				
	Officer's Residential Colonies	No of Gardeners	No of Helpers	Horticulturist
1	Tata Mill Compound	1	2	1
2	Suvarnlekha Colony		2	
3	Jalda Colony	1	3	
4	Varada Colony	1	2	
5	Tapovan Colony	1	2	
6	BKC Colony	1	2	
7	Gokuldham Colony	1	3	
8	Sunpalazzo Colony	-	-	
9	Tardeo Colony	1	2	
	Total:	7	18	1
Cluster III				
	Staff & Officer's Residential Colonies	No of Gardeners	No of Helpers	Horticulturist
1	Byculla Colony	1	3	1
2	Matunga Colony	1	-	
3	Santacruz Colony	1	3	
4	Bhandup Colony	1	3	
5	Dahisar Colony	1	3	
6	Mahim Colony	1	3	
7	Chembur Colony	1	3	
8	Malad Phase I	1	1	
9	Malad Phase II		1	
	Total:	8	20	1
Grand total		23	54	3

Note: Deployment/re-appropriation of the number of site supervisor and housekeeping staff may change as per requirement of the RBI.

E. Other Conditions:

- i) Contractor shall deploy manpower as specified in the tender against each cluster of properties as per the timings mentioned therein. The site supervisor shall be fully responsible to execute the desired work from the given manpower for effective maintenance work.
- ii) All labour and supervisor should report to the colony Caretaker in each property. The working hours shall be arranged in shift duty (if required) i.e. for each 8.00 hrs for 7 days in a week. The weekly holiday should

be given to the workers by the Contractor on once a week and due to the weekly-off AMC work shall not be stop. Schedule of weekly-off shall be planed accordingly by the Contractor (No any reliever charges given under this contract) However, in case of the emergency works, the workers shall present on their holiday also and continue to work till the emergency work is over. The contractor shall make alternative arrangement in the absence of regular assigned workman. Any additional man power required to carry out the complete scope of work shall be provided by the contractor without any additional charge.

- iii) The contractor shall submit daily labour report duly signed by horticulturist to the Bank's Caretaker. The contractor shall also maintain a record of payment to the workers, which shall be submitted along with the bill.
- iv) The workman shall be provided with uniform / terry cotton jacket with Label stating "AMC Gardening Service" in bold letters and the workman should wear the photo I.D card duly signed by the Caretaker.
- v) The entire work shall be carried out in consultation with Caretaker and Security Officer. The contractor shall display one mobile number of their horticulturist in each colony and a copy of the same shall also be displayed at Caretaker's office.
- vi) The contractor may be permitted to use the Bank's step ladder if available, with the permission of the Bank's officials. However, taking it to the work location and keeping it back at the proper place shall be the responsibility of the contractor. However, in case the Bank's ladder is not available for the use of the contractor, they have to make their own arrangements at no extra cost to the Bank.
- vii) The contractor should note that the gardening work shall be carried out without any disturbances to the residents of the colonies during the day time work with prior appointments in consultation with Caretaker/Assistant Caretaker/ Residents. All operations necessary for the execution of the works shall, so far as the compliance with the requirements of the concerned statutory authorities, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and

footpaths or to or of properties whether in the possession of the Bank or of any other person. Stacking of materials, excavated earth and equipment should not make any hindrance for the movement of other vehicles and people. Contractor shall suitably barricade the work area, whenever situation so requires, at his own cost so as to ensure safety of his own men and other residents/ members of public.

- viii) The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works mentioned in the tender documents, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time to time issue written instructions, detailed directions and explanations which are hereafter collectively referred to as "RBI's Instructions" in regard to :
- a) The variation or modification of the quantity of works or the addition or omission or substitution of any work.
 - b) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material therefor.
 - c) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.
 - d) The dismissal from the works of any persons employed by the contractor thereupon.
 - e) The opening up for inspection of any work covered up.
 - f) The amending and making good of any defects noticed and reported during Defect Liability Period.
- ix) The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions provided always that verbal

instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if the same is not approved/ disapproved by the Bank in writing within a further period of seven days, such shall be deemed to be Bank's Instructions within the scope of the Contract.

F. Health and Sanitary Arrangements for Workers Employed by Contractor:

1)	FIRST-AID Facilities	
	(i)	At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
	(ii)	The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
		1) 6 small sterilised dressings.
		2) 3 medium size sterilised dressings.
		3) 3 large size sterilised dressings.
		4) 3 large sterilised burn dressings.
		5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
		6) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
		7) 1 snakebite lancet.
		8) 1 (30 gms.) bottle of potassium permanganate crystals.
		9) 1 pair scissors.
		10) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
		11) Ointment for burns.
		12) A bottle of suitable surgical antiseptic solution.
	iii)	Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

	iv)	Nothing except the prescribed contents shall be kept in the First-aid box.
	v)	The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours and replace items seven days before the expiry date.
	vi)	A person in charge of the First-aid box shall be a person trained in First-aid.
2)	Anti-Malarial Precautions	
	The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the officer-in-Charge including the filling up of any borrow pits which may have been dug by him.	
3)	Compliance to any other instructions issued by statutory authority	
	In addition to the above, the contractor shall comply with any other instructions issued by statutory authority from time to time in connection with Health and safety arrangements for workers without any delay or additional cost.	

G. LIST OF DOCUMENTS TO BE MAINTAINED AT SITE – The Registers/ Documents mentioned in table below shall be maintained at site by the Contractor at his own cost and updated regularly. These documents shall be available for inspection by Bank’s representative during his site visit at all reasonable times. After completion of contract period, the Contractor shall submit the duly completed registers/ documents to the Bank.

S. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copy of the contract
2	Site staff attendance register	To record attendance of the site staff.
3	Work instruction / Site order Book	For issue of instructions by Officer-in-charge or his representative at site.
4	Details of Material (i.e Good earth, manure and pesticides etc)	To record the material quantity and details of usage.

	used at sites.	
5	Work completion status/report register.	To be updated by the supervisor/horticulturist after completion of the routine jobs along with certification of Caretaker.
6	Wage register (record of payments made to workers)	To keep a record of wages paid to the workers at site along with supporting documents (Bank statement etc.)

H. Contact details for site survey – All the bidders are advised to visit all the sites before submitting the bid. The bidders can visit the bank's Office and residential properties from 08.30 hrs to 14.00 hrs on all working days except the day of the e-tendering. The contact details of the colony representatives /caretaker is as follows:

Sr. No.	Name	Property	Mobile	Landline
1	Shri C K Mali	Dhanastra	9819218421	22151238
2	Shri T S Jadhav	BYC Office	9969051940	23022480
3	Shri R K Dalvi	Chembur Colony	9869045987	25211088
4	Shri R N Salunkhe	TMC & Suvarnrekha	8652811222	24174013
5	Shri T W Bandiwadekar	Dahisar Colony	9869859463	28912130
6	Shri R B Dalvi	Governor Bungalow	9757214881	23510131
7	Shri A G More	MOB (van)	9867840933	22603391
8	Shri D K Ghadi	Byculla Colony	9821328588	23022480
9	Shri P L Farnandes	Byculla Colony	8217099162	23022480
10	Shri V T Aire	COB	9820279767	2251
11	Shri A J Sawant	WTC	8779773321	23532285
12	Shri Arun Sawant	Vasant Vihar	9969180599	23698954
13	Shri R S Jadhav	Mahim/Matunga	9969458176	24442426
14	Shri A G Ghanekar	MOB	8355956294	22603391
15	Shri H T Maru	jalda/Varda	9321153895	24364064
16	Shri D K Shinde	Bhqandup Colony	7036462303	25664194
17	Shri G R Gujar	Santacruz Colony	9869083053	9004799855
18	Shri S M Kamble	BKC	8928435163	9619104382
19	Shri R R Zagade	Governor Bungalow	9892121459	23510131
20	Shri K S Sandis	Gokuldharm	9892888606	28408127
21	Shri K R Halde	Malad PH II	9765080597	28785721
22	Shri V S Kate	COB	9869357419	2251
23	Shri V S Kadam	MOB	9619480024	22603391
24	Shri N V Gadakari	DG Flat	9702380338	22603390
25	shri R B Shinde	MOB	9930316282	3384
26	Shri S S Devadiga	Tapovan	8097530464	28786928
27	Shri R N Deshmukh	MOB	9422665632	3391

28	Shri M S Salunke	MOB	7208155581	3391
29	Shri R N Gowda	Bank House	9869555204	22885951
30	Shri S B Ambekar	BKC	9619167527	26578328
31	Shri M R Mehata	Tardeo / sunplazzo	9870464166	23532285
32	Shri S V Phanse	COB	9757263740	2251
33	Shri V S Lanjekar	Vasant Vihar	9969008699	23698954
34	Shri N S Nichat	COB	9422481460	2251
35	Shri S D Jagtap	MOB	9619480001	3391
36	Shri V S Naik	MOB	9869054611	3391
37	Shri B A Patil	MOB	9096069868	3391
38	Shri Y S Shekhada	MOB	8779774591	3391
39	Shri M W Dagale	MOB	8652783872	3391

I/We have read the detailed Scope of Work explicitly mentioned above and accept the same to execute the contract, if awarded.

Signature of the authorized person:

Name of the signatory (.....)

(in block capital letters)

Status of the signatory i.e. proprietor / partner/director:

Date:

Section – VIII

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Always use the safety wares like life jacket, seat-belt etc when carried out the trimming and pruning work.
4. No concentrated chemicals should be used which may be liable to create any injury to workers, residence, Banks staff etc while attending pesticides spraying work.
5. No harmful / highly inflammable chemicals should be used for pesticides purpose.
6. Workers employed shall be provided with protective footwear, masks, protective gear including hand-gloves or any protectable cover as per requirement while carrying out gardening work to avoid injuries.
7. Fire safety measures shall be adhered to as per local by laws.

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

Signature of tenderer with seal:

Date:

Section – IX

Undertaking

(ON A STAMP PAPER of Rs.100/-)

To,

Regional Director

RBI

Mumbai Regional Office

Protocol and Security Establishment

Fort, Mumbai- 400001

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Code on Wages, 2019, Contract Labour Act and other statutory provisions like Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948 Gratuity, Leave Relief, Relieving Charges, Uniform and Allowances thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Code on Wages, 2019 as amended by the Government from time to time and shall be fully responsible for any violation.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone No.

Section X

Proforma of Bank Guarantee for Security Deposit

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

To:

The Regional Director for Maharashtra & Goa
Reserve Bank of India

Place:

Date:

Protocol and Security Establishment
Mumbai Regional Office,
1st Floor, Main Building
S B Singh Road, Fort,
Mumbai – 400001

Dear Sir,

Bank Guarantee for performance security deposit - TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI.

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Fort, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs. _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

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 Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor, 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 Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs..... (Rupees----- only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees----- only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI forthwith upon 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 Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, e-mail, 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.

We hereby further agree that –

a) Any forbearance, act or omission on the part of the RBI in enforcing any the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor 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 Contractor 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 or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to ----- (60 days beyond the Defect liability period) 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) 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

f) 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

g) 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.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ---
----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

(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).

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

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

Place: _____

Date: _____

The Regional Director

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 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 forthwith upon 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).

Section XI

Format of Bank Report

Confidential

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI. - Confidential Report on the means and standing of the company/firm/concern to be furnished by the bank

1. Name of the Firm/Agency/Company
2. Account Type and Number
3. Names of Proprietor/Partners/directors
4. Turnover of the firm for last 3 years (starting April 01, 2016)
5. Credit facility/OD facility availed by the firm
6. Nature of dealings of the firm and opinion thereon
7. The Period from which the firm/agency/company has been banking with your bank
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost Rs.3.50 crore
9. Any other relevant feedback/ information/ remarks.

Signature of Branch Manager/ Authorised signatory with seal

Name of the bank with branch address and contact numbers:

Section XII

LIST OF MAJOR SIMILAR PROJECTS IN PROGRESS

1. Name of Work/Project with address:

2. Short description of assignment:

3. Name & Address of Owner/client:

4. Cost of Work/Project:

5. Date of start of work/Project:

6. Status of work:

7. Expected date of completion:

8. Any other relevant information:

NOTE:

The list of works/project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or certificates. Alternatively, an affidavit of genuineness of such certificates needs to be submitted by the Firm.

Place:

Signature of applicant

Date:

Name & Designation

Section XIII

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director for Maharashtra and Goa

Reserve Bank of India,

Protocol & Security Establishment

Mumbai Regional Office

Fort, Mumbai - 400001

Dear Sir,

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI.

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

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

Section XIV

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director for Maharashtra and Goa
Reserve Bank of India
Protocol & Security Establishment
Mumbai Regional Office
Fort, Mumbai - 400001

Dear Sir,

TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. RBI against any action, claim or proceeding relating to infringement or use of any patent or design or trademark or any other intellectual property rights or any alleged patent or design rights or other intellectual property rights and shall ourselves pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against RBI in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the RBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Section XV

Declarations to be submitted along with each bill by the contractor on his letterhead

1. DECLARATION

I, Shri/Smt.being the owner/proprietor/director of..... (name of the firm/establishment), do hereby declare that I have adhered to the rules and regulations stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and Code on Wages, 2019 as amended from time to time, to the extent applicable to my firm/establishment. In this context, I also declare that I have paid wages to the workers/ labour engaged by me in connection with the work entrusted to me by the Bank, as per prevailing CLC rates.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

2. GST DECLARATION

I do hereby declare that the GST Registration Number of my/our firm/ company/ establishment is..... and the GST claimed in the bill will be paid duly to the Government of India after receipt of the same from the Bank.

I will inform the Bank in due time about the payment of GST to Government of India.

Place:

Signature and seal of the Contractor

Date:

Name:

Address:

Email:

Mobile no.:

Section XVI

Scheduled of Quantity

Bidders shall duly fill up the format specified below, and shall seal and mark the Financial Bid Form, as specified in Section IV of the tender document.

Reserve Bank of India, Protocol & Security Establishment Mumbai Regional Office					
TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI					
Scheduled of Quantity					
ITEM NO.	Description	Qty	Unit	Rate	Amount
1. Towards supply of Gardening Staff:					
i	<p>Towards supply of Horticulturist - (Skilled). The rate shall be quoted for Per month to total number of Horticulturist (3 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Horticulturist - (Skilled) in all cluster. Cluster I = 1 Cluster II = 1 Cluster III = 1 Total Nos. = 3 Nos.</p>	12	Per Month		Rates are Not Quoted here
ii	<p>Towards supply of Gardener- Head Mali (Semi-Skilled). The rates shall be quoted for Per month to total number of Gardener- Head Mali (23 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Gardener- Head Mali (Semi-Skilled) in all cluster. Cluster I = 8 Cluster II = 7 Cluster III = 8</p>	12	Per Month		Rates are Not Quoted here

	Total Nos = 23 Nos				
iii	<p>Towards supply of Gardener-Mali (Unskilled). The rates shall be quoted for Per month to total number of Gardener-Mali (54 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Gardener-Mali (Unskilled) in all cluster.</p> <p>Cluster I = 16 Cluster II = 18 Cluster III = 20 Total Nos = 54 No.s</p>	12	Per Month		Rates are Not Quoted here
Total Expenses towards supply of Gardening Staff for 12 Months =					
2. Towards supply of Seasonal Flowers in Cluster- I :					
i	<p>Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the requirement for seedling in each premises.</p> <p>The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (4000 Nos.) on Lump-sum basis.</p> <p>Total number of Seasonal flowers in Cluster I = 4000 Nos.</p>	4	Per Quarter		Rates are Not Quoted here
	Main Office Building - 500 Nos				
	Amar Office Building- 500 Nos				
	Byculla Office Building- 500 Nos				
	BKC Office Building- 500 Nos				
	Governor Bungalow - 500 Nos				
	Vasant Vihar - 500 Nos.				

	Bank House - 500 Nos				
	Dhanastra - 500 Nos				
Total Expenses towards supply of Seasonal Flowers in Cluster- I for 12 Months =					
3. Towards supply of Seasonal Flowers in Cluster - II:					
i	Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the requirement for seedling in each premises. The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (4000 Nos.) on Lump-sum basis. Total number of Seasonal flowers in Cluster II = 4000 Nos.	4	Per Quarter		Rates are Not Quoted here
	Tata Mill Compound- 500 Nos.				
	Suvarnlekha colony- 500 Nos.				
	Jalda Colony- 500 Nos.				
	Varada Colony- 500 Nos.				
	Tapovan Colony- 500 Nos.				
	BKC Colony- 500 Nos.				
	Gokuldharm Colony- 500 Nos.				
	Tardeo Colony- 500 Nos.				
Total Expenses towards supply of Seasonal Flowers in Cluster -II for 12 Months =					
4. Towards supply of Seasonal Flowers in Cluster- III:					
i	Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the requirement for seedling in each premises.	4	Per Quarter		Rates are Not Quoted here

	The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (5000 Nos.) on Lump-sum basis. Total number of Seasonal flowers in Cluster III = 5000 Nos.				
	Byculla Colony - 500 Nos				
	Matunga Colony - 500 Nos				
	Santacruz Colony (Staff)- 500 Nos				
	Santacruz (Officer)- 500 Nos				
	Bhandup Colony- 500 Nos				
	Dahisar Colony- 500 Nos				
	Mahim Colony- 500 Nos				
	Chembur Colony- 500 Nos				
	Malad Phase I - 500 Nos				
	Malad Phase II - 500 Nos				
Total Expenses towards supply of Seasonal Flowers in Cluster -III for 12 Months =					
5. Towards supply of Indoor Plants Flowers in cluster – I :					
i	Providing, placing and maintain the Indoor plants with pot on FTU basis in each office (per month) as per the list approved by the Bank and mentioned in tender document. The rate shall be quoted for Per month to total numbers of Indoor plants in cluster - I on Lump-sum basis. Total number of Indoor plants in Cluster - I = 2950 Nos.				
	Main Office Building- 500 Nos.	12	Per Month		Rates are Not Quoted here
	Amar Office Building- 500 Nos.				
	BKC Office Building- 500 Nos.				
	Byculla Office Building- 300 Nos.				
	World Trade Centre- 300 Nos.				
	Governor Bungalow - 100 Nos				
	Vasant Vihar - 250 Nos.				
	Bank House - 250 Nos				
	Dhanastra - 250 Nos				
Total Expenses towards supply of indoor plants in Cluster –I on FTU basis for 12 Months =					
6. Towards supply of Vertical garden panels including plants in cluster - I :					

i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – I = 2250 SqFt	2250	Per SqFt		Rates are Not Quoted here
	Main Office Building - 250 SqFt				
	Amar Office Building- 250 SqFt				
	Byculla Office Building- 250 SqFt				
	BKC Office Building- 250 SqFt				
	World Trade Centre- 250 SqFt				
	Governor Bungalow - 250 SqFt				
	Vasant Vihar- 250 SqFt				
	Bank House- 250 SqFt				
	Dhanastra- 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in cluster – I =					
7. Towards supply of Vertical garden panels including plants in cluster - II :					
i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – II = 2000 SqFt	2000	Per SqFt		Rates are Not Quoted here
	Tata Mill Compound- 250 SqFt				
	Suvarnlekha colony- 250 SqFt				
	Jalda Colony- 250 SqFt				
	Varada Colony- 250 SqFt				
	Tapovan Colony- 250 SqFt				
	BKC Colony- 250 SqFt				
	Gokuldharm Colony- 250 SqFt				
	Tardeo Colony- 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in					

cluster – II =					
8. Towards supply of Vertical garden panels including plants in cluster - III :					
i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – III = 2500 SqFt	2500	Per SqFt		Rates are Not Quoted here
	Byculla Colony - 250 SqFt				
	Matunga Colony - 250 SqFt				
	Santacruz Colony (Staff)- 250 SqFt				
	Santacruz (Officer)- 250 SqFt				
	Bhandup Colony- 250 SqFt				
	Dahisar Colony- 250 SqFt				
	Mahim Colony- 250 SqFt				
	Chembur Colony- 250 SqFt				
	Malad Phase I - 250 SqFt				
	Malad Phase II - 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in cluster – III =					
Add 18% GST on Item no 1 to 8 =					
9. Towards supply of good earth & Manure and spraying pesticides in cluster - I:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth & Manure and spraying pesticides in cluster – I on Lump-sum basis.	12	Per Month		Rates are Not Quoted here
	Main Office Building				
	Amar Office Building				
	Byculla Office Building				

	BKC Office Building				
	World Trade Centre				
	Governor Bungalow				
	Vasant Vihar				
	Bank House				
	Dhanastra				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - I for 12 Months =					
10. Towards supply of good earth & Manure and spraying pesticides in cluster - II:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth & Manure and spraying pesticides in cluster – II on Lump-sum basis.	12	Per Month		Rates are Not Quoted here
	Tata Mill Compound				
	Suvarnlekha colony				
	Jalda Colony				
	Varada Colony				
	Tapovan Colony				
	BKC Colony				
	Gokuldharm Colony				
	Tardeo Colony				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - II for 12 Months =					
11. Towards supply of good earth & Manure and spraying pesticides in cluster - III:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth & Manure and spraying pesticides in cluster – III on Lump-sum basis.	12	Per Month		Rates are Not Quoted here

	Byculla Colony				
	Matunga Colony				
	Santacruz Colony				
	Bhandup Colony				
	Dahisar Colony				
	Mahim Colony				
	Chembur Colony				
	Malad Phase I				
	Malad Phase II				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - III for 12 Months =					
Add 5% GST on Item no 9 to 11 =					
<i>Grand total of all three Clusters (Cluster I + Cluster II + Cluster III) =</i>					

Place:

Signature of the contractor

Date:

(Seal)

Part - II

Section I

Financial Bid and Scheduled of rates – (PRICE BID)

It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid.

Reserve Bank of India, Protocol & Security Establishment Mumbai Regional Office					
TENDER FOR ANNUAL MAINTENANCE CONTRACT OF GARDEN, HEDGES, LAWNS AND PROVIDING HORTICULTURAL SERVICES AT BANKS RESIDENTIAL COLONIES AND OFFICES OF RESERVE BANK OF INDIA, MUMBAI					
PRICE BID					
ITEM NO.	Description	Qty	Unit	Rate	Amount
1. Towards supply of Gardening Staff:					
i	<p>Towards supply of Horticulturist - (Skilled). The rate shall be quoted for Per month to total number of Horticulturist (3 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Horticulturist - (Skilled) in all cluster. Cluster I = 1 Cluster II = 1 Cluster III = 1 Total Nos. = 3 Nos.</p>	12	Per Month		
ii	<p>Towards supply of Gardener- Head Mali (Semi -Skilled). The rates shall be quoted for Per month to total number of Gardener- Head Mali (23 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Gardener- Head Mali (Semi –Skilled) in all cluster. Cluster I = 8 Cluster II = 7 Cluster III = 8</p>	12	Per Month		

	Total Nos = 23 Nos				
iii	<p>Towards supply of Gardener-Mali (Unskilled). The rates shall be quoted for Per month to total number of Gardener-Mali (54 Nos.) in all cluster and based on 26 days.</p> <p>The rates are including EPF, ESIC, Bonus, Uniform & other requirements, contractor profit, tools & equipment, Establishment cost and other charges.</p> <p>Total no. of Gardener-Mali (Unskilled) in all cluster.</p> <p>Cluster I = 16 Cluster II = 18 Cluster III = 20 Total Nos = 54 No.s</p>	12	Per Month		
Total Expenses towards supply of Gardening Staff for 12 Months =					
2. Towards supply of Seasonal Flowers in Cluster- I :					
i	<p>Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the requirement for seedling in each premises.</p> <p>The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (4000 Nos.) on Lump-sum basis.</p> <p>Total number of Seasonal flowers in Cluster I = 4000 Nos.</p>	4	Per Quarter		
	Main Office Building - 500 Nos				
	Amar Office Building- 500 Nos				
	Byculla Office Building- 500 Nos				
	BKC Office Building- 500 Nos				
	Governor Bungalow - 500 Nos				
	Vasant Vihar - 500 Nos.				

	Bank House -	500 Nos				
	Dhanastra -	500 Nos				
Total Expenses towards supply of Seasonal Flowers in Cluster- I for 12 Months =						
3. Towards supply of Seasonal Flowers in Cluster - II:						
i	Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the requirement for seedling in each premises. The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (4000 Nos.) on Lump-sum basis. Total number of Seasonal flowers in Cluster II = 4000 Nos.		4	Per Quarter		
	Tata Mill Compound-	500 Nos.				
	Suvarnlekha colony-	500 Nos.				
	Jalda Colony-	500 Nos.				
	Varada Colony-	500 Nos.				
	Tapovan Colony-	500 Nos.				
	BKC Colony-	500 Nos.				
	Gokuldharm Colony-	500 Nos.				
	Tardeo Colony-	500 Nos.				
Total Expenses towards supply of Seasonal Flowers in Cluster -II for 12 Months =						
4. Towards supply of Seasonal Flowers in Cluster- III:						
i	Supply, placing and maintain the Seasonal flowers including with pots on quarterly basis (every three months). Seasonal flowers shall be supply in different five type's flowers (Quantity of each type of Seasonal flower should be 100 Nos) as per the list approved by the Bank. Also the rates are inclusive of supply the flower seeds packets as per the		4	Per Quarter		

	<p>requirement for seedling in each premises. The rate shall be quoted for Per Quarter to total numbers of Seasonal flowers (5000 Nos.) on Lump-sum basis. Total number of Seasonal flowers in Cluster III = 5000 Nos.</p>				
	Byculla Colony - 500 Nos				
	Matunga Colony - 500 Nos				
	Santacruz Colony (Staff)- 500 Nos				
	Santacruz (Officer)- 500 Nos				
	Bhandup Colony- 500 Nos				
	Dahisar Colony- 500 Nos				
	Mahim Colony- 500 Nos				
	Chembur Colony- 500 Nos				
	Malad Phase I - 500 Nos				
	Malad Phase II - 500 Nos				
Total Expenses towards supply of Seasonal Flowers in Cluster -III for 12 Months =					
5. Towards supply of Indoor Plants Flowers in cluster – I :					
i	<p>Providing, placing and maintain the Indoor plants with pot on FTU basis in each office (per month) as per the list approved by the Bank and mentioned in tender document. The rate shall be quoted for Per month to total numbers of Indoor plants in cluster - I on Lump-sum basis. Total number of Indoor plants in Cluster - I = 2950 Nos.</p>				
	Main Office Building- 500 Nos.	12	Per Month		
	Amar Office Building- 500 Nos.				
	BKC Office Building- 500 Nos.				
	Byculla Office Building- 300 Nos.				
	World Trade Centre- 300 Nos.				
	Governor Bungalow - 100 Nos				
	Vasant Vihar - 250 Nos.				
	Bank House - 250 Nos				
	Dhanastra - 250 Nos				
Total Expenses towards supply of indoor plants in Cluster –I on FTU basis for 12 Months =					

6. Towards supply of Vertical garden panels including plants in cluster - I :

i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – I = 2250 SqFt	2250	Per SqFt		
	Main Office Building - 250 SqFt				
	Amar Office Building- 250 SqFt				
	Byculla Office Building- 250 SqFt				
	BKC Office Building- 250 SqFt				
	World Trade Centre- 250 SqFt				
	Governor Bungalow - 250 SqFt				
	Vasant Vihar- 250 SqFt				
	Bank House- 250 SqFt				
	Dhanastra- 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in cluster – I =					

7. Towards supply of Vertical garden panels including plants in cluster - II :

i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – II = 2000 SqFt	2000	Per SqFt		
	Tata Mill Compound- 250 SqFt				
	Suvarnlekha colony- 250 SqFt				
	Jalda Colony- 250 SqFt				
	Varada Colony- 250 SqFt				
	Tapovan Colony- 250 SqFt				
	BKC Colony- 250 SqFt				
	Gokuldham Colony- 250 SqFt				

	Tardeo Colony- 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in cluster – II =					
8. Towards supply of Vertical garden panels including plants in cluster - III :					
i	Supply, placing and maintain the vertical garden panels at main entrance of each Colony including plants as per the approved by the Bank. The rates also includes change the plants whenever requirement in entire contract service. Approx. Size (50' 0' x 5' 0") The rate shall be quoted for Per Sq Ft and total quantity of Vertical Garden in cluster – III = 2500 SqFt	2500	Per SqFt		
	Byculla Colony - 250 SqFt				
	Matunga Colony - 250 SqFt				
	Santacruz Colony (Staff)- 250 SqFt				
	Santacruz (Officer)- 250 SqFt				
	Bhandup Colony- 250 SqFt				
	Dahisar Colony- 250 SqFt				
	Mahim Colony- 250 SqFt				
	Chembur Colony- 250 SqFt				
	Malad Phase I - 250 SqFt				
	Malad Phase II - 250 SqFt				
Total Expenses towards supply of Vertical garden panels including plants in cluster – III =					
Add 18% GST on Item no 1 to 8 =					
9. Towards supply of good earth & Manure and spraying pesticides in cluster - I:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth & Manure and spraying pesticides in cluster – I on Lump-sum basis.	12	Per Month		
	Main Office Building				

	Amar Office Building				
	Byculla Office Building				
	BKC Office Building				
	World Trade Centre				
	Governor Bungalow				
	Vasant Vihar				
	Bank House				
	Dhanastra				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - I for 12 Months =					
10. Towards supply of good earth & Manure and spraying pesticides in cluster - II:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth & Manure and spraying pesticides in cluster – II on Lump-sum basis.	12	Per Month		
	Tata Mill Compound				
	Suvarnlekha colony				
	Jalda Colony				
	Varada Colony				
	Tapovan Colony				
	BKC Colony				
	Gokuldham Colony				
	Tardeo Colony				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - II for 12 Months =					
11. Towards supply of good earth & Manure and spraying pesticides in cluster - III:					
i	Supplying, stacking and spreading good earth and manure suitable for gardening, lawns and hedges etc. Also spraying the approved pesticides on all plants in Banks premises required for proper growth of plants, lawns etc. The rate shall be quoted for Per month to supply of good earth &	12	Per		

	Manure and spraying pesticides in cluster – III on Lump-sum basis.		Month		
	Byculla Colony				
	Matunga Colony				
	Santacruz Colony				
	Bhandup Colony				
	Dahisar Colony				
	Mahim Colony				
	Chembur Colony				
	Malad Phase I				
	Malad Phase II				
Total Expenses towards supply of good earth & Manure and spraying pesticides in cluster - III for 12 Months =					
Add 5% GST on Item no 9 to 11 =					
Grand total of all three Clusters (Cluster I + Cluster II + Cluster III) =					

Note: It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online MSTC Portal under the Section Financial Bid.

I/We hereby declare that I/we have read and understood the schedule of Rates and contents of Part II of the tender and also have read and understood all the above conditions and the same shall remain binding upon me/us in case the work is entrusted to me/us.

Place:

Signature of the contractor

Date:

(Seal)