



Notice Inviting Tenders

RESERVE BANK OF INDIA
www.rbi.org.in

Reserve Bank of India, Ahmedabad Regional Office invites E-tenders under Two – Bid system (Technical & Financial Bid) for **Gardening and Horticulture Services at Bank's Offices and Residential Properties at Ahmedabad** for the period till March 31, 2025.

For more details please visit TENDERS link on our website <https://www.rbi.org.in/>

The last date for submission of e-tender on MSTC portal (www.mstcecommerce.com) is January 28, 2022 before 12.00 hours.

The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India
Ahmedabad



PART -I

**RESERVE BANK OF INDIA
HUMAN RESOURCE MANAGEMENT DEPARTMENT
AHMEDABAD**

E-TENDER FOR

**Annual Maintenance of Gardens and Horticulture
Services at Bank's Offices and Residential Properties
at Ahmedabad**

for the period from 2022-25

RBI/Ahmedabad/HRMD/22/21-22/ET/353

DISCLAIMER

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

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

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

SCHEDULE OF TENDER (SOT)

A	Name of Work	Annual Maintenance of Gardens and Horticulture Services at Bank's Offices and Residential Properties at Ahmedabad for the period from 2022-25
B	e-Tender no	RBI/Ahmedabad/HRMD/22/21-22/353
C	Mode of Tender	e-Tender Online submission of Part I - Technical Bid and Part II - Price Bid through https://www.mstcecommerce.com/eprochome/rbi The intending bidders are required to submit their offer electronically through above e-tendering portal only. No physical technical/price bid shall be accepted.
D	Date of NIT and e-tender available to parties to download from RBI website and MSTC portal.	December 25, 2021
E	Estimated annual value of contract	₹32 lakh inclusive of all taxes and charges (One Year)
F	Earnest Money Deposit	₹64,000/- by NEFT in favour of 'Reserve Bank of India, Ahmedabad' by credit to A/c No. 186003001 & IFSC RBIS0AHPA01(5 th & 10 th character being zero)
G	Date of online Pre-Bid Meeting	5.00 pm on December 28, 2021 The meeting may be held over WebEx or physically. The interested parties willing to attend the meeting shall be advised to intimate us before 11.00 am on December 29, 2021 at the following mail id for sharing of WebEx meeting link: maintenanceahmedabad@rbi.org.in
H	Date of Starting of Tender for submission of Technical Bid and Financial Bid	10:00 am of December 29, 2021
I	Date of closing of tender for submission of Technical Bid and Financial Bid.	12:00 pm of January 28, 2022
J	Date & time of opening of Part-I (i.e. Technical Bid)	16:00 pm of January 28, 2022
K	Part-II Financial Bid: Date of opening of Part II	Part II - Financial bid will be opened only for those bidder(s) whose Part I-Technical Bid is found acceptable by RBI, Ahmedabad. The date of opening of Financial Bid will be communicated separately to Technically Qualified Bidders.

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Part 1

Tendering Procedure

Section I - Notice Inviting Tender (NIT)



Reserve Bank of India

Near Gandhi Bridge, Ahmedabad - 380014

Notice Inviting E-Tenders for Maintenance of Gardens and Horticulture Services at Bank's Offices and Residential Properties at Ahmedabad for the period from the date of award to March 31, 2025

Reserve Bank of India, Ahmedabad Regional Office (hereinafter called "the Bank") invites e-tenders under Two – Bid system (Technical & Financial Bid) for **Gardening and Horticulture Services at Bank's Offices and Residential Properties at Ahmedabad** from eligible parties viz., Company/Firm/Agency. The Application Forms can be downloaded from Bank's Website link under the section "Tenders" https://www.rbi.org.in/scripts/BS_ViewTenders.aspx and from MSTC portal <https://www.mstcecommerce.com/eprochome/rbi>. The duration of work shall be till **March 31, 2025** and contract shall be renewed annually on same terms and conditions, provided the Bank finds the services of the Agency satisfactory and if the Bank so desires. The decision of the Bank in this regard shall be final.

Duly completed applications, in the prescribed format along with necessary enclosures, should be submitted online on <https://www.mstcecommerce.com/eprochome/rbi> latest **by 12.00 noon on January 28, 2022**. The eligible tenderers should ensure to submit complete applications online on the MSTC portal before the specified time and date in the SOT as tenders will not be accepted after the prescribed time and date. The Bank reserves the right to accept any or reject any or all applications without assigning any reasons.

Tenderers shall submit e-tender along with refundable EMD of ₹64,000/- and mention the details of EMD remitted by NEFT in the application. The technical bids shall be opened online on **January 28, 2022 at 16:00 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.

Tender document can be downloaded from website www.rbi.org.in or from MSTC portal as mentioned above. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on these websites only. The tenderer should regularly check the above websites for any Amendment / Corrigendum / Clarification.

The Regional Director
Reserve Bank of India
Main Office Building, Near Gandhi Bridge
Ahmedabad – 380 014

Section – I : Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Ahmedabad. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT

https://www.mstcecommerce.com/eprochome/rbi/buyer_login.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.

In case of any clarification, please contact MSTC/RBI, Ahmedabad, (before the scheduled time of the e- tender).

Contact person (MSTC):

1) Ms.Megha Sinha: megha@mstcindia.co.in, Ph-0265-2310606/2339672/2330726

Mobile No.7044067736

2) Shri Manoj Pandey: mpandey@mstcindia.co.in Ph-0265-2310606/2339672/2330726/
Mobile No.9727700986

Contact person (RBI, Ahmedabad)

1) Shri Vijaykumar M M, AGM, HRMD, Reserve Bank of India, Nr. Gandhi Bridge, Ahmedabad – 380014 Tele: 079-27542507, email-id: mvijaykumar@rbi.org.in

2) Shri G D Ninama, Manager, HRMD, Reserve Bank of India, Nr. Gandhi Bridge, Ahmedabad – 380014 Tele: 079-27548242, email-id: gdninama@rbi.org.in

B) System Requirement:

- i) Windows 7 & above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update and above software to be downloaded and installed in the system.
(File Name- Windows X86 Offline)

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, Video Guide** and **FAQ** available at www.mstcecommerce.com/eprochome

2. 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.

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

4. Special Note towards Transaction fee:

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

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

5. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

7. Bidding in E-tender:

- a) Bidder(s) need to submit necessary 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 vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Financial/Price Bid.
- c) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize themselves with the system before bidding.

Section II - Instructions to Bidders (ITB)

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Section II: Instruction to Bidders	
	A. General
1. Scope of Tender	<p>1.1 The Bank invites E-tenders from the eligible parties engaged in providing gardening and horticulture services and having their office / branch office in Ahmedabad/Gandhinagar/ in the vicinity for ensuring effective rendering of quality services as also fulfilling the criteria described at point 3 of this Section. The period of the work shall be till March 31, 2025 with the initial agreement upto March 2023. Thereafter, the contact would be reviewed for annual renewal based on quality of services on same terms and conditions provided the Bank finds the services of the Agency satisfactory and if the Bank so desires. The decision of the Bank in this regard shall be final.</p> <p>1.2 Please refer to Section V of this tender document for detailed scope of work.</p> <p>1.3 The tenderers should visit the sites of the Bank with prior permission for assessing the detailed scope of work before submitting the tender.</p>
2. Prohibited Practices	<p>2.1 The Bank requires that the eligible tenderers interested in having business relationship with the Bank, observe the highest standard of ethics during the period of tender/ contract / engagement. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the</p>

	<p>tenderer recommended for award has engaged in prohibited practices in competing for the tender in question;</p> <p>(c) may declare a tenderer ineligible, either indefinitely or for a stated period of time, if, at any time, the Bank determines that the tenderer has engaged in prohibited practices in competing for, or in executing the contract;</p> <p>2.2 Tenderers shall also take note of the provisions stated in Section VI (General and Specific Conditions of Contract).</p>
<p>3. Eligible Tenderers/ Eligibility Criteria</p>	<p>The bidders shall submit documentary evidence in support of the eligibility criteria, wherever applicable.</p> <p>3.1 The tenderer should have experience of successfully completed similar works viz. GARDENING AND HORTICULTURAL SERVICES to banks, Govt. Financial Institutions, Corporate houses, Four & Five star Hotels, Airports etc. during the last 5 years ending March 31, 2021 (from April 01, 2016 onwards) within the criteria given below:</p> <p>3.2 The tenderer should have:</p> <p>a) carried out one similar work for 3 years from the FY 2018-19 onwards costing not less than amount equal to 70% of the estimated cost each year supported by audited / CA certified financial statements and Income Tax return certificate OR</p> <p>b) carried out two similar works for 3 years from the FY 2018-19 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</p> <p>c) carried out three similar works for 3 years from the FY 2018-19 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.</p> <p>3.3 Tenderers should have minimum average annual turnover of ₹25 lakh during the last 3 financial years (2018-19, 2019-20, 2020-21) supported by audited financial statements. The provisional financial statements should be submitted for FY 2020-21 in case the audit is yet to be completed.</p> <p>3.4 Preference will be given to tenderers who have a valid ISO 9001: 2008 Certificate in Quality Management system.</p> <p>3.5 Tenderers should have applicable and valid registrations with statutory authorities viz. for labour and other purposes such as ESI, EPF, PAN, TIN, GST, etc. duly supported by documentary evidence and certificates of registration.</p> <p>3.6 The Tenderer should have a full-fledged office in the vicinity of</p>

	<p>Ahmedabad /Gandhinagar from where required quality service can be provided without any complaint / disruption.</p> <p>3.7 The Tenderer should have operational current account in a scheduled bank.</p> <p>3.8 The Tenderer should be a profit making entity at least for three out of last five financial years.</p> <p>3.9 Track record of tenderer should be clean i.e. without any involvement in unlawful/ illegal activities or financial frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the tenderer i.e. proprietor /partners /directors as the case may be.</p> <p>3.10 The tenderer should not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.</p> <p>3.11 The tenderer should not have been suspended / delisted / blacklisted/ banned /debarred or any such process initiated against it by any organization on any grounds.</p> <p>3.12 The tenderer should not have rescinded/abandoned any contract awarded by any of its clients before the expiry of prescribed period of contract.</p>
	<p>B. Contents of Tender Document</p>
<p>4. Sections of Tender Document</p>	<p>4.1 The Tender Document consist of Part 1 and 2 which include all the Sections indicated below and should be read in conjunction with any Appendices/Annex issued in accordance with Section II (Instructions to Bidders).</p> <p><u>Part 1 – Tendering Procedures</u></p> <ul style="list-style-type: none"> • Section I: Notice Inviting Tender (NIT) & E-Tendering Instructions • Section II: Instruction to Bidders (ITB) • Section III: Tender Data Sheet (TDS) • Section IV: Evaluation / Selection Criteria <p><u>Part 2 – Conditions of Contract and Contract Forms</u></p> <ul style="list-style-type: none"> • Section V: Detailed Scope of Work • Section VI: General and Specific Conditions of Contract • Section VII: Standard Formats
<p>5. Clarification of Tender Document</p>	<p>5.1 A tenderer requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this</p>

	document.
6. Amendment of Tender Document	<p>6.1 At any time prior to the deadline for submission of E-Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) and on MSTC portal.</p> <p>6.2 Any amendments / corrigendum issued shall be a part of this document.</p> <p>6.3 To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Tenders, the Bank may, at its discretion, extend the deadline for the submission of E-Tenders.</p>
	C. Preparation of Tenders
7. Cost of Tendering	7.1 The tenderer shall bear all costs associated with the preparation and submission of its E-Tender. The Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the E-Tendering process.
8. Documents comprising the Tender	<p>8.1 The E-Tender shall comprise the following:</p> <ul style="list-style-type: none"> • Notice Inviting Tender • Technical Bid Details • Financial Bid Details • Earnest Money Deposit through NEFT to following A/c: A/c Name: NEFT – INWARD RECEIVED A/c Number: 186003001 IFS Code: RBIS0AHPA01 <p>(please read 5th and 10th letter of IFSC Code as “Zero”) in favour of the ‘Reserve Bank of India’ payable at Ahmedabad</p> <ul style="list-style-type: none"> • Performance Bank Guarantee/Security Deposit to be furnished after award of contract by the successful tenderers. • Contract Agreement.
9. Submission of Tender	<p>9.1 The E-tender shall be submitted as per the following instructions:</p> <p>9.2. The “Technical bid” shall contain Form 1 along with all prescribed enclosures which should be duly authenticated by authorized signatories of tenderers.</p> <p>9.3 The “Financial bid” containing the quoted rates shall be as per the prescribed format. The technically qualified bidder will be considered for opening of Financial bid and such bidders who</p>

	<p>quote the lowest rate will be selected for the period 2022-2025.</p> <p>9.4 Incomplete applications shall be summarily rejected.</p> <p>9.5 The Technical and Financial Bids should be separately submitted on MSTC portal and the Financial Bid related documents should not be uploaded with the Technical Bid documents.</p>
10. Documents Establishing the Qualifications of the Tenderer	10.1 To establish its qualifications to perform the Contract in accordance with Section II (Para 3), the tenderer shall provide the information in the format prescribed in Section VII (Standard Formats).
11. Period of Validity of Tenders	<p>11.1 The E-Tender validity period shall be 90 days from the last date of the submission of tender.</p> <p>11.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Bank may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.</p>
12. EMD as Tender Security	12.1 Tenderers need to submit necessary EMD to be eligible to bid in the tender. No interest will be paid on EMD. EMD of the unsuccessful tenderer(s) will be refunded by the tender inviting authority and to the successful tenderer after submission of Performance Bank Guarantee/Security Deposit in the prescribed format given here at Section – VII.
	D. Submission and Opening of Tenders
13. Submission, and Marking of Tenders	<p>13.1 Tenderers submitting Tenders shall follow the procedures specified in the Tender Document.</p> <p>13.2 If desired / prescribed information is not submitted, the Bank will assume no responsibility for rejection of Tender.</p>
14. Deadline for Submission of e-Tenders	<p>14.1 Tenders must be filled not later than the date and time indicated in this document.</p> <p>14.2 The Bank may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document.</p>
15. Late e-Tenders	15.1 No Tender after the deadline shall be allowed.
16. Tender Opening	16.1 The Bank shall open the Tender online on the notified date.
	E. Examination of Tenders
17. Confidentiality	17.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to tenderers.
18. Clarification	18.1 To assist in the examination, evaluation, comparison of the

n of e-Tenders	Tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Tenders.
	18.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Bank's request for clarification, its Tender shall be liable to be rejected.
F. Tender Evaluation and Comparison	
19. Evaluation of e-Tenders	19.1 The Bank shall use the technical evaluation criteria indicated in Section IV. The tenderer who will fulfill the technical criteria will be considered for financial bid.
20. Qualification of the Tenderer	20.1 The Bank shall determine, to its satisfaction, whether the selected tenderer meets the qualifying criteria in accordance with Section II (Para 3).
21. Bank's Right to Accept Any Tender and to Reject Any or All Tenders	21.1 The Bank reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers or assigning any reason thereof. Further the conditional bids shall be rejected outrightly.
G. Award of Contract	
22. Award Criteria	22.1 The Bank shall shortlist the tenderers based on the evaluation criteria detailed in Section IV (Evaluation Criteria).
23. Notification of Award	23.1 The selected tenderers shall be informed about their inclusion in the Financial Bid.
	23.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
24. Signing of Contract	24.1 The successful tenderer/s shall execute an agreement with the Bank on Non-Judicial stamp paper of value as prescribed in law but not less than ₹300/- within 15 days of inclusion in the panel. The stamp duty shall be borne and paid by the successful tenderer. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions

	<p>shall apply on this contract. The agreement and rates will be valid for a period of three years i.e. till March 31, 2025 subject to annual review by the Bank of the performance of the successful tenderer. The contract shall be reviewed for annual renewal based on quality of services on same terms and conditions provided the Bank finds the services of the Agency satisfactory and if the Bank so desires. The decision of the Bank in this regard shall be final.</p>
<p>25. Performance Security</p>	<p>25.1 The successful tenderer shall furnish along with the contract the Performance Bank Guarantee (PBG)/Security Deposit @ 5% of Agreement Amount in accordance with the Section VI and Section VII (Standard Formats). The PBG/Security Deposit shall be valid for a period of two months after the expiry of contract period. The EMD of such tenderer will be returned on receipt of PBG/adjusted against Security Deposit.</p> <p>25.2 Failure of the successful tenderer to submit the Performance Bank Guarantee/Security Deposit or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.</p> <p>25.3 The PBG/Security Deposit 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 agency or its employees. In case of any complaint or pending dues, the PBG shall be invoked/Security Deposit forfeited and dues adjusted there against.</p>

Section III – Tender Data Sheet

A. Introduction	
1.	Scope of Tender
1.1	The tender inviting office is: Reserve Bank of India, Ahmedabad Regional Office, Main Office Building, Near Gandhi Bridge, Ahmedabad 380 014
1.2	The name of the Tender is: GARDENING AND HORTICULTURE SERVICES AT BANK'S OFFICES AND RESIDENTIAL PROPERTIES AT AHMEDABAD FOR THE PERIOD FROM 2022- 2025 Tender Reference No. RBI/Ahmedabad /HRMD/22/21-22/ET/353
1.3	Eligible Tenderers: The tenderer shall meet the eligibility criteria outlined in para number 3 of Section II.
B. Tender Document	
2.	Clarification of Tender Document
2.1	For clarification purposes only, the Bank's address is: Human Resource Management Department, 4th Floor, Main Office Building, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad 380014. Contact Official: AGM (Administration), Human Resource Management Department, 4 th Floor, Main Office Building, Near Gandhi Bridge, Ahmedabad 380014. E-mail ids: hrrmdahmedabad@rbi.org.in , mmvijaykumar@rbi.org.in , maintenanceahmedabad@rbi.org.in , gdinama@rbi.org.in
C. Preparation of Tenders	
3	Documents Comprising the Tender
3.1	The Tender shall comprise the following:
(a)	Notice Inviting Tender, Instructions to Bidders, Evaluation Criteria & General and Specific Terms and Conditions of the Contract.
(b)	Various Formats for Technical and Financial Evaluation as also for Performance Bank Guarantee as per Section VII (Standard Formats)
4.	Period of Validity of Tenders
4.1	The Tender validity period shall be 90 days from the last date of the submission of tender.
5	EMD / Bank Guarantee as Tender Security
5.1	The tenderer shall provide EMD of ₹64,000/- through NEFT to the 'Reserve Bank of India, Ahmedabad' by credit to A/c No. 186003001 & IFSC RBIS0AHPA01
6	Submission of Tenders
	The e-tender, complete in all respect, shall be submitted with competitive rates along with necessary documents as indicated in the "Technical Bid".
D. Submission and Opening of Tenders	
7	Deadline for Submission of Tenders

7.1	The tenders, complete in all respect shall be submitted as per the following deadline: Date: January 28, 2022 till 12.00 noon
8	Tender Opening
8.1	The Tender opening shall take place on the date and time mentioned in Schedule of Tender (SOT).
9	Interpretation Clause
	In construing these Conditions, the Specifications and Contract Agreement, the following words shall have the meanings herein assigned to them except where the meaning is expressly stated
“Principal Employer”	Shall mean The Reserve Bank of India, Ahmedabad Regional Office and shall include its assigns and successors. The staff of contractor shall not be the staff (the employee) of the Bank.
“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
“Site”	Shall mean the site of the Contract Works including any building and erections thereon and any other land (inclusively) as aforesaid made available by the RBI for the Contractor’s discharge of work.
“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications, etc. attached hereto and duly signed.
“Bank’s Officer/Caretaker”	The term “Bank’s Officer/Caretaker” shall mean the person appointed and paid by the RBI to inspect/supervise the works. The Contractor shall afford the Bank’s Officer/Caretaker every facility and assistance for inspecting/supervising the works and materials and for checking and measuring time and materials. Neither the Bank’s Officer/Caretaker nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specifically conferred by a written order of the Bank’s Competent Authority. The Bank’s Officer/Caretaker or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be

	suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Officer/Caretaker but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Officer/Caretaker.
"Notice in writing"	Written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or Insolvency and Bankruptcy Code or any amending Acts.
"The works"	Shall mean the GARDENING AND HORTICULTURE SERVICES AT BANK'S OFFICES AND RESIDENTIAL PROPERTIES AT AHMEDABAD FOR THE PERIOD FROM 2022- 2025 i.e. for Bank's Main Office Building, LGC Building, Leased Office Building at River Front, Banks Officers Quarters at Navrangpura & Vasna and Banks Staff Quarters at Subhash Bridge, all located in Ahmedabad as provided herein. LGC and Vasna are currently unoccupied and will remain so until further order/redevelopment.

Section IV: Evaluation/ Selection Criteria

Evaluation matrix																					
A. Technical Bid Evaluation																					
1.	<p>1.1 The tenderers shall furnish information for Technical Evaluation as per Form 1 of Standard Format (Section VII).</p> <p>1.2 Supporting documents for the information should be submitted for Technical evaluation.</p> <p>1.3 Only those agencies/ tenderers who are found eligible in Technical Evaluation shall be eligible for subsequent stage.</p> <p>Bid evaluation Criteria</p> <p>For bid evaluation, a Bid Evaluation Committee will be constituted by the Bank. The bidder has to give necessary presentation before the Committee, if called for. Tenders of those bidders who fulfil the eligibility criteria, as mentioned at Para No.3 of Section II, will only be considered for further evaluation, as detailed below:</p> <p>I. Technical bid evaluation (Segregated type)</p> <ul style="list-style-type: none"> • Two bid system will be followed where the technical bid and financial bid will be evaluated separately. • Technical Evaluation will be done based on resources capability/ skill expertise on work/ Assessment of previous experience in similar type of work, details on deployment of manpower, material, etc. • The Financial bid will be opened only of such tenderers who qualify in Technical Evaluation. The technically qualified tenderer whose Financial Bid is lowest/unconditional (L1) and as per the terms and conditions of tender shall be selected. <p>The technical bid evaluation shall be done based on the following criteria: During the technical evaluation, each tenderer will be assigned marks, out of total of 100 marks, as per the criteria below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 70%;">i. Number of years in gardening and horticulture services</td> <td style="text-align: right;">Max 25 Marks</td> </tr> <tr> <td>a) Upto 5 years</td> <td style="text-align: right;">10 Marks</td> </tr> <tr> <td>b) More than 5 years and upto 10 years</td> <td style="text-align: right;">15 Marks</td> </tr> <tr> <td>c) More than 10 years and upto 15 years</td> <td style="text-align: right;">20 Marks</td> </tr> <tr> <td>d) More than 15 years</td> <td style="text-align: right;">25 Marks</td> </tr> <tr> <td>ii. Turnover (Last Financial Year)</td> <td style="text-align: right;">Max 25 Marks</td> </tr> <tr> <td>a) Upto 25 lakh</td> <td style="text-align: right;">10 Marks</td> </tr> <tr> <td>b) More than 25 lakh and upto 50 lakh</td> <td style="text-align: right;">15 Marks</td> </tr> <tr> <td>c) More than 50 lakh and upto 75 lakh</td> <td style="text-align: right;">20 Marks</td> </tr> <tr> <td>d) More than 75 lakh</td> <td style="text-align: right;">25 Marks</td> </tr> </tbody> </table>	i. Number of years in gardening and horticulture services	Max 25 Marks	a) Upto 5 years	10 Marks	b) More than 5 years and upto 10 years	15 Marks	c) More than 10 years and upto 15 years	20 Marks	d) More than 15 years	25 Marks	ii. Turnover (Last Financial Year)	Max 25 Marks	a) Upto 25 lakh	10 Marks	b) More than 25 lakh and upto 50 lakh	15 Marks	c) More than 50 lakh and upto 75 lakh	20 Marks	d) More than 75 lakh	25 Marks
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iii. Number of Manpower on Rolls	Max 25 Marks
a) Upto 10	10 Marks
b) More than 10 and upto 30	15 Marks
c) More than 30 and upto 50	20 Marks
d) More than 50	25 Marks
iv. Number of similar works in hand	Max 25 Marks
a) Upto 2	10 Marks
b) More than 2 and upto 5	15 Marks
c) More than 5 and upto 8	20 Marks
d) More than 8	25 Marks

Supporting documents

The tenderers have to upload the following supporting documents for evaluation.

- Establishment certificate and first work order copy/Completion certificate/Agreement copy for proving that organization is in service contract operations.
- IT return, Profit & Loss and Balance sheet statement for the last 3 financial years duly certified by a Chartered Accountant.
- Self-certified certificate for Number of Manpower on Rolls for the previous month of last date of tender submission. PF/ESIC statement to be submitted as proof.

A Bidder should mandatorily secure a minimum of 50% marks [i.e. **50 marks out of total 100 marks as per criteria specified under Sl. No.1 in Technical Bid Evaluation in order to be a qualified bidder** for opening of financial bids.

CLARIFICATION ON TECHNICAL BID EVALUATION

1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids and qualification of the bidders, the clarification can be sought from any bidder. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing.
2. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its application may be rejected.
3. The Bank also reserves right to seek confirmation/clarification from the Issuer Agency, on the supporting documents submitted by the bidder.

B. Financial Bid Evaluation	
2.	<p>2.1 This will involve evaluation of only rates in Indian Rupees in figures and words.</p> <p>2.2 No other enclosure is permitted in Part II. Change in the terms and conditions and technical deviations, if any, found in Part 3 of the tender will not be taken into account and will be treated as null and void.</p> <p>2.3 Any information and enclosure other than prices against the items appearing in Part II shall not be considered for evaluation.</p> <p>2.4 For Financial (Price) Bid, Lowest (L1) bidder will be awarded the rate contract. The tenderers should visit the sites to get complete idea of scope of work, the number of plant pots to be replaced, additional number of plants, pots, etc., that can be provided as mentioned in the scope of work. No extra amount shall be paid for items of work included in the Scope of Work.</p> <p>2.5 The conditional bids shall be treated as invalid.</p>

Part 2
Conditions of Contract
&
Contract Forms

Section V: Detailed Scope of Work

The successful tenderer/contractor will have to look after and maintain the lawns, gardens, plants and trees (hereafter to be referred as Garden) in the open area/other specified areas of Bank's office premises and residential colonies including horticulture services. The services shall also include planting of herbal plants viz. Tulsi, Alovera, curry leave etc.

The successful tenderer/contractor should deploy the following minimum work force on retainer basis. The labour and supervisor shall report to the Caretaker in each property. The working hours shall be arranged in shift duty (if required) i.e. of 8 hrs each for 7 days in a week. The weekly holiday should be given to the workers by the Contractor once a week. However, the AMC work shall not be stopped owing to weekly off. Schedule of weekly-off shall be planned accordingly by the Contractor (No reliever charges shall be given under this contract). During emergency work, 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.

The contractor shall submit daily labour report duly signed by horticulturist/supervisor 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.

The details of the premises and gardeners required are as under:

Sr. No.	Location	Minimum requirement	Total
1	Main Office Building, Near Gandhi Bridge, Ahmedabad - 380014	3 Semi-skilled for MOB, Riverfront House Property and LGC Building	3
2	Fourth Floor, Riverfront House, Behind H K Arts College, Ahmedabad -380009		
3	La-Gajjar Office (LGC) Building, Ashram Road, Ahmednabad-380009 (Currently non-functional)		
4	Supply of flowers in eighteen (18) flowerpots/vase in the cabins of senior officers on alternate day basis in MOB and the leased premises.		

Sr. No.	Location	Minimum requirement	Total
5	Subhash Bridge Staff Quarters, Opposite to Collector Office, Subhash Bridge, Ahmedabad 380027	1 skilled gardener / supervisor 2 Semi-skilled	3
6	Navrangpura Officers Quarters, Near H L Commerce College, Ahmedabad -380009	2 Semi-skilled	2
7	Vasna Officers Quarters, Near Malav Talav & JM Hospital, Vasna, Ahmedabad-380007 (Currently not occupied) ABANDONED	1 Semi-skilled	1

The same worker cannot be deployed for maintenance of gardens at Bank's Main Office Premises and any other quarters at a time. The successful tenderer/contractor may engage additional work force as and when required to meet the above job requirements for which no extra payment shall be made to the successful tenderer/contractor. However, in case number of work force deployed is less than what has been prescribed above, the proportionate deductions will be made from the payment to the successful tenderer/contractor. **In case the Bank decides to discontinue gardening and horticulture work at any of its facilities resulting in reduction in scope of work, no amount shall be paid for such site where the work is discontinued.**

Maintenance of Gardens and Horticulture Services:

- a) The Maintenance work is required to be carried out in relation to the entire lawns, plants/trees/shrubs/ground covering plants, on the fences etc. in and out of the Bank's premises and total open area including the compound wall of the Bank's premises. It includes maintenance of the existing as well as any other additions to the gardens/lawns/plants etc.
- b) 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.
- c) 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 fruits from the trees as per the requirement of the Bank etc.
- d) To maintain the plants in all properties by regularly carrying out necessary horticulture operations. Uprooting and disposal of wild growth and weeds from sides of all properties.
- e) To spray environment friendly pesticides, insecticides, fungicides to protect the plants from diseases as and when required, to spread urea and manures, to take appropriate measures for rodent control in horticulture areas, etc.
- f) To use manures, fertilizers, environment friendly insecticides/pesticides, Cow-dung (Well composed), Sewage sludge (Free of Sandy material), Garden Soil, Fine Sand, Urea, Bone Meal, Neem Oil Cake (Pulverised), DAP, Agromeal,

Vermicompost, Zinc, Mustard oil cake, Red oxide paint, etc. as and when required. Only organic and eco-friendly insecticides/ Pesticides should be applied to control pests and cure the insect infections. Organic pesticides like Neem (Azadirachta indica) oil shall be sprayed periodically to prevent & cure contamination. Suitable and seasoned bio-manure / cow dung / compost / fertile red soil shall be provided to the plants as and when necessary or at least four times in a year.

- g) **The compost produced from organic waste convertor installed at Subhash Bridge Colony of the Bank shall be made available to contractor for optimal utilisation in Bank's premises.**
- h) 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 without any additional cost to the Bank.
- i) Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good fertile soil and ground should be levelled
- j) 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. 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

Indicative Frequency of Work:

- a) Weeds removal- Minimum once in seven days during rainy season and 10 days in other seasons.
- b) Cutting with lawn mower- Once in a week in rainy season, once in two weeks in other seasons.
- c) Hoeing and minor digging - 15 days (fortnightly).
- d) Manure/ fertiliser etc. - Every four months or as mutually decided.
- e) Watering- Regularly and immediately after mowing of lawns.
- f) Cleaning of lawns/ removal of foreign materials- Regularly whenever foreign material surfaces. Sweeping and removing grass after mowing
- g) Pruning of trees- Major: during rainy season and minor as per requirement
- h) Pruning of shrubs- Once in 30 days in rainy season and 45 days in other season
- i) Pruning of Creepers- During non-flowering season or as directed by Bank
- j) Weeding of plant base and surroundings- Once in ten days during rainy season and three weeks in other seasons
- k) Mixing manure and fertilizers - As and when required or directed by Bank
- l) Hoeing/Trimming- Twice a year
- m) The Contractor to provide and use tools/equipments for Gardening and horticultural services viz., tools & tackles such as Long Cutters, Scissors, Long ladders, Sickles, Khurpi, Spade, ropes, Pallis for collecting waste, Rubber pipe bundles, sprinklers, etc.
- n) Provision and maintenance of all gardening/horticulture tools like hose pipes for watering, portable sprinklers, lawn mowers, etc.
- o) Spraying of insecticides, pesticides etc- As and when required or directed by Bank
- p) Watering- Regularly
- q) Cleaning/ washing of Plants - The foliage shall be cleaned/ washed once in a week
- r) Support & dressing- The plant shall be given proper support and dressing

- s) Maintenance of Flower Beds: Digging - Digging to a depth of 4 inch 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 premises. Weeding, raking, clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning.
- t) **Supply, maintenance and placing minimum of 300 indoor/outdoor/flower pots at Main Office Building, River Front House, Navrangpura Officers Quarter, Visiting Officers' Flats, Transit Holiday Homes, Conference Room, Board Room, Committee Rooms, Meeting Rooms, cabins of Senior Officers including replacement at least at monthly intervals of healthy plants of 3.5 ft. height OR in standard height (for common passage/lift lobby/corridors/reception, etc.) with suitable non-plastic pots.**
- u) Flower Arrangements for National Festivals: The contractor shall make necessary floral arrangements for celebration of National Festivals like Republic Day, Independence Day and Gandhi Jayanti at the Office and Residential Premises of Bank.
- v) Supply of flower-vase for Senior Officers: Supply of suitable Flower-vase for cabins of 18 senior officers with big size for the cabin of Regional Director (RD), RD Secretariat and Banking Ombudsman (River Front House) and placing of adequate number of flowers in the same on alternate days i.e. three days a week (Monday, Wednesday and Friday). In case of holiday, the flowers shall be replaced on succeeding/preceding working day as the case may be.
- w) Terrace Garden: The terrace garden on skip floor of Main Office Building, RFH and similar facility in Residential colonies shall be maintained.
- x) Daily dusting, cleaning and watering of plants/flowers including replacement of rejected/damaged plants.
- y) Cleaning the dust and dirt, debris etc., and removal of the scaffoldings and other materials used for the works away from the site and keep the site free from above.
- z) Pruning of Overgrowing trees from own / neighbouring gardens spreading on to / within the Bank's premises periodically from above the fence level vertically up. The unwanted branches of the trees hindering the natural light into the buildings and drooping branches should be cut as and when required after ensuring the safety measures and the cut branches should immediately be carted away from the premises.
- aa) **Co-ordinating with Forest / Municipal Authorities for permission required, if any, in carrying out of work. No trees shall be cut without prior approval of the Bank and permission from the Forest / Municipal Authorities, whenever the same is required.**
- bb) Maintaining the drains of the garden so that the drainage water freely flows out of the Bank's premises without any stagnation/clogging.
- cc) Keeping the flower/plant pots in corridors of Office buildings and Visiting Officers' flats (VOFs)/Transit holiday homes/Dispensary/Gyms.
- dd) The successful tenderer/contractor should preferably maintain a nursery for storing sufficient number of potted plants (ornamental) for periodic replacement of plants.
- ee) The dried leaves, mowed grass etc. shall be carted on a daily basis without causing any damage / inconvenience to the Bank's employees and residents or Public in the surroundings.
- ff) The lower branches of trees/shrubs/bushes shall be pruned allowing them to grow above a particular height. After pruning the plants shall be mulched with manure and compost to facilitate new growth.

- gg) The artificial plants in the premises shall be cleaned regularly.
- hh) Take care of periodical watering, weeding, cleaning, lawns with machine cutting, providing of Manure/Compost and spraying of pesticides, providing manure & red earth etc. at regular intervals for proper growth of all the lawn, plants, tree etc. as required at site. Lawn shall be maintained properly, levelling shall be in accordance to the contours and spot elevations. Any cavities should be filled with fine soil/garden earth to maintain proper level. The specifications are as under:
- (i) **Garden earth/soil:** It shall be loamy, all earth clods shall be broken uniformly, properly screened to suit the type of plant (coarse for trees and finer for lawns etc.) containing adequate amount of humus, friable, free from perennial weeds, stones, pebbles, etc. and free of deleterious substances.
 - (ii) **Farmyard manure:** It shall be well decomposed manure in dry condition and free from unwanted debris.
 - (iii) **Insecticides:** The eco-friendly insecticides shall be applied for plants, trees, shrubs, creepers etc. at appropriate doses of approved brand.
- ii) Removal of tree leaves / branches on the roof of parking shades, etc. atleast at quarterly intervals or more frequent as necessary/ as and when directed by the Bank
- jj) Removal of pruning/cutting material of tree, grass, surplus garden earth, stone, pebbles etc. and disposing out of the premises.
- kk) Cutting of risky/fallen trees and disposal thereof in coordination with P & SO. Obtaining approval of statutory authorities shall be responsibility of Contractor without any role of the Bank.
- ll) Coloring of trunks of trees up to 4 feet height from ground level using geru colour up to 3 feet and white wash 1 feet, 4 times a year and numbering trees / stems (by enamel paint) once in a year.
- mm) Proper record of all above activities shall be kept with the ACT/CT.
- nn) Obtaining of the permission of Local Authority wherever required.
- oo) **Mowing of lawns & cutting of hedges, edges and shrubs:** Mowing of lawns with mower twice in a month or as directed by the Bank's Official from time to time.
- pp) **Cleaning of Hedge and Edge:** Once in every month
- qq) **Irrigation:** Flower beds, shrubs, hedges, edges etc. will be irrigated according to requirement so as to ensure that the grass and the plants look healthy and green at all times, to the satisfaction of the Bank's Official. Only the water and electricity shall be provided by the Bank free of cost.
- rr) **Inter Culture:** All the flowerbeds should be inter-cultured fortnightly or after every irrigation.
- ss) **Maintenance of flower beds, etc.:** Cutting of plant, root opening, filling of the bed and application of manure and fertilizers as and when required or as directed by the Bank's Official.
- tt) **Maintenance of green belts:** Mowing, trimming, filling of the beds and application of manure and organic compost as and when required.
- uu) **Application of fertilizer:** Organic compost & manure will be provided by the successful tenderer/contractor for top dressing of lawn and flowers to be applied as and when required.
- vv) **Spraying of Insecticide, fungicide and termite treatment:** Eco-friendly insecticide, fungicide and termite treatment liquid shall be sprayed as and when required. The spraying machine and materials shall be provided by the Contractor.

ww) **Maintenance of potted plants:** Potted plants will be provided and maintained by the successful tenderer/contractor.

xx) **Maintenance of open space:** Area should always be clean and no vegetation and wild growth shall be allowed

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	Phillodendron
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

Winter- Seasonal flowers

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

Summer- Seasonal flowers

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

SAFETY CODE: The successful tenderer/contractor shall comply with the “Safety Code” as mentioned below:

- a. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, etc. shall be maintained in a readily accessible place.
- b. The injured person shall be taken to a hospital without loss of time in cases where the injury necessitates hospitalisation.
- c. Always use the safety wares like life jacket, seat-belt etc. when carrying out the trimming and pruning work
- d. No concentrated chemicals should be used which may create any injury to workers, residence, Banks staff etc. while attending pesticides spraying work.
- e. No harmful / highly inflammable chemicals should be used for pesticides purpose.
- f. 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.
- g. 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.

Section VI: General & Specific Conditions of Contract/Tender**A. General Conditions of Contract/Tender**

1	1.1 The tenderer shall obtain the Tender Document from the source stated by the Bank in the Invitation for Tenders; otherwise the Bank shall not be responsible for the incompleteness of the Tender Document.
2	2.1 Conditional tender shall not be entertained. 2.2 In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.
3	3.1 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. 3.2 Failure to furnish all / any information or documentation required by the Tender Document may result in the rejection of the Tender.
4	4.1 The price quoted shall only be in Indian rupees and as per the format prescribed.
	<u>B. Situations leading to disqualification / rejection of tenders</u>
5	5.1 Any canvassing by or on behalf of the Tenderer or to bring political or other outside influence with regard to their selection shall lead to disqualification from the process. Such Tenderer/s shall be hot-listed for next three years. If such instances go undetected during the selection process but are detected subsequently, such disqualification will take place with retrospective effect. 5.2 The tender should be complete in all respects with all attachments / enclosures / annexures. Incomplete forms or bids received in any format other than the prescribed one or without proper documentary evidence etc. will be outrightly and summarily rejected by the Bank. 5.3 Only e-tender uploaded on MSTC portal as per the prescribed format shall be accepted. Tender received by fax or email or any manner other than specified shall not be accepted and shall be summarily rejected. No correspondence will be entertained in this matter. 5.4 Bid proposals received without or lesser than the prescribed EMD / processing fee shall be summarily rejected. 5.5 Tenders received after the due date and time shall be summarily rejected. 5.6 Conditional tenders shall be straightway rejected, and no additional clause will be entertained. 5.7 No tender can be modified subsequent to the last date of submission of tender. No tender can be withdrawn in the interval between the last date for submission of tender and the expiry of the tender validity period specified by the tenderer in the tender. Withdrawal of the tender during the interval shall result in forfeiture of the EMD.

	5.8 Alternative Proposals / Time for Completion shall not be permitted.
	C. <u>Terms of Payment</u>
6	<p>6.1 The successful tender/contractor shall submit the bill with all required supporting documents with respect to the Salary paid, PF amount credited, ESIC premium credited and other necessary documents to the Manager, Maintenance Cell of RBI, Ahmedabad. As far as possible, the payment shall be released within two weeks from the date of submission of bills complete in all respects provided the items supplied meet the quality norms.</p> <p>6.2 The claims in bills regarding taxes and GST, if applicable, shall be necessarily accompanied with documentary proof pertaining to the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Bank.</p> <p>6.3 All the payments shall be released through NEFT/RTGS channel only, for which necessary mandate shall be submitted to the Bank.</p> <p>6.4 Any objection regarding the payment received by the tenderer may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.</p> <p>6.5 Any shortfall in deployment of manpower will be subject to deduction of payment. The amount will be calculated on the basis of extant minimum GOI wages, PF rate, ESIC rates, etc.</p>
	D. <u>Necessary Requirements to be fulfilled after award of contract</u>
7	<p>7.1 The successful tenderer/contractor shall execute a Performance Bank Guarantee of 5% of contract amount within 15 days of the receipt of the letter of award of work. The Performance Bank Guarantee (PBG) shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the successful tenderer. The option of Security Deposit of equivalent amount in place of PBG shall be available.</p> <p>7.2 In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the successful tenderer/contractor shall be liable to be invoked/security Deposit forfeited besides annulment of the contract.</p> <p>7.3 The agreement between the successful tenderer/contractor and the Bank will be signed within 15 days of letter of award of work. The agreement shall be executed in duplicate. The Bank shall retain the original and the successful tenderer/contractor, the duplicate. The stamp duty shall be borne and paid by the successful tenderer/contractor.</p> <p>7.4 The successful tenderer/contractor and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be</p>

	<p>expected to cause harm in any manner to the Bank, which successful tenderer/contractor and/or its staff have obtained, except as authorized by the Bank or as required by law. This obligation on the part of the successful tenderer/contractor and its staff shall apply during the term of agreement and will survive indefinitely even after the expiry of the term of agreement or its termination for whatsoever reasons. The successful tenderer/contractor and its staff shall also not disclose directly or indirectly any information and details of the Bank's infrastructure / systems/ equipment, etc., which may come to its possession or knowledge during the course of discharging its contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. It 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 successful tenderer/contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under the agreement are fully satisfied. The successful tenderer/contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract and the Bank shall be entitled to revoke the contract on this ground, claim damages and pursue legal remedies.</p>
	<p>E. <u>Adherence to Statutory Requirements</u></p>
8	<p>8.1 The successful tenderer/contractor shall be responsible for Compliance of Statutory provisions of Minimum Wages Act, 1948; Payment of Minimum Wages Act, 1936; Payment of Bonus Act, 1965, Employers' Liability Act 1938, Contract Labour (Regulation & Abolition) Act 1970; the Workmen Compensation Act 1923; Industrial Disputes Act 1947; Maternity Benefits Act 1961; Employee State Insurance Act 1948, the Employees Provident Funds (and Miscellaneous Provisions) Act 1952; the Payment of Gratuity Act, 1972, the Equal Remuneration Act, 1976, the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and labour license requirements of State and Central Government as applicable from time to time, and/or any other statues/Act/Code and/or Rules/regulations that may be applicable to them or amended from time to time. In case of failure to fulfill any of the obligations hereunder and/or under the other Acts/Code, Rules/Regulations and/or any bye-laws or Rules framed under or any of these, Reserve Bank of India shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the successful tenderer's/contractor's monthly payment and security deposit, if any. The successful tenderer/contractor shall maintain necessary books, logs, registers, verification, returns, receipts, computerized database,</p>

	<p>etc., mandatory as per the law and as per the Government rules as may be applicable or amended from time to time and make the same available for inspection/verification to the concerned Government Officer/Labour Enforcement Officer/Regional Provident Fund Commissioner, as and when required. A copy of all such compliances, statements and payments made to the statutory authorities, etc., including registration number shall be provided to the Bank authority for verification and record as and when so demanded.</p> <p>8.2 Bank entitled to recover compensation paid to workmen</p> <p>If, for any reason, the Bank is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the successful tenderer/contractor in execution of the works, the Bank shall be entitled to recover from the successful tenderer/contractor the amount of compensation so paid, and without prejudice to 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 successful tenderer/contractor under this Contract or otherwise. The Bank shall not be bound to contest any claim made against it under the said Act, except on the written request of the successful tenderer/contractor and upon his giving to the Bank full security to the satisfaction of the Bank for all costs for which the Bank might become liable in consequence of contesting such claim.</p>
	<p>F. <u>Prevention of Sexual Harassment</u></p>
9	<p>9.1 The successful tenderer/contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of Sexual Harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the successful tenderer/contractor and the successful tenderer/contractor shall ensure appropriate action under the said Act in respect of the complaint. The successful tenderer/contractor shall form and confirm the constitution of Internal Complaints Committee for the purpose.</p> <p>9.2 Any complaint of Sexual Harassment from any aggrieved employee of the successful tenderer/contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.</p> <p>9.3 The successful tenderer/contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of successful tenderer/contractor, for instance any monetary relief to Bank's employee, if sexual harassment and/or sexual violence by the employee of the successful tenderer/contractor</p>

	<p>is proved.</p> <p>9.4 The successful tenderer/contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.</p>
	<p>G. <u>Rights of the Bank</u></p>
10	<p>10.1 The Bank reserves the right to extend the period of tender and / or the date of opening of the bids.</p> <p>10.2 The Bank reserves the right to accept or reject any / all applications or annul the process of qualification without any liability or assigning any reason thereof.</p> <p>10.3 The Bank reserves right to split the scope of the work to more than one Service Provider / agencies without assigning any reason whatsoever. No claim will be entertained on account of this.</p> <p>10.4 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 tenderer/contractor 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 being awarded under this Tender.</p> <p>10.5 The successful tenderer/contractor or its agents / employees committing any breach of terms and conditions mentioned herein and / or rendering unsatisfactory services, in the opinion of the Bank shall render itself liable for penalty and/or termination of the agreement forthwith without any notice or any compensation in lieu whatsoever thereof.</p> <p>10.6 Without prejudice to above, the Agreement can be terminated with a notice of one month by the Bank during the Agreement period.</p> <p>10.7 The Bank reserves the right to discontinue gardening and horticulture work at any of its facilities resulting in reduction in scope of work under the contract and in this regard, no amount shall be paid for such site where the work is discontinued from the date of discontinuation.</p>
	<p>H. <u>Dispute Resolution</u></p>
11	<p>11.1 All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Regional Director, Reserve Bank of India, Ahmedabad and his decision, in writing, shall be final and binding on the successful tenderer/contractor. The arbitrator may give interim awards and / or directions, as may be required.</p> <p>11.2 Subject to the provisions of the Arbitrator and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be RBI, Ahmedabad.</p>

	11.3 However, for any dispute/issue, not settled through arbitration shall be deemed to have arisen in Ahmedabad and only courts in Ahmedabad shall have jurisdiction to determine the same.
	I. <u>Force Majeure</u>
12	12.1 Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.
	J. <u>Disclaimer</u>
13	<p>13.1 Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of Notice Inviting Tender, it shall be considered that this document is complete in all respects.</p> <p>13.2 The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.</p> <p>13.3 While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.</p>
	K. <u>Confidentiality Statement</u>
14	<p>14.1 The information contained in this Tender Document or subsequently provided to tenderer(s) whether verbally or in documentary form by or on behalf of the Bank or by any of its employees, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.</p> <p>14.2 The purpose of this tender document is to provide the tenderer(s) with information to assist the formulation of their proposals.</p> <p>14.3 This Tender Document does not purport to contain all the information each tenderer may require.</p> <p>14.4 This tender document may not be appropriate for all persons, and it is not possible for the Bank and/or its employees to consider the investment</p>

	<p>objectives, financial situation and particular needs of each bidder who reads or uses this tender document.</p> <p>14.5 Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources.</p> <p>14.6 The Bank and employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.</p> <p>14.7 This document and the information provided therein are confidential and intended solely for the use of the Tenderer(s).</p> <p>14.8 The successful tenderer/contractor shall not allow or permit his employees to participate in any trade union activities or agitation in the premises of the Bank.</p> <p>14.9 All personnel/ employees/ workmen employed by the successful tenderer/contractor shall be in the age group of 18-50 with good health and sound mind. The personnel/ employees/ workmen of the successful tenderer/ Contractor shall be liable to security screening by the Security Staff / Agencies deployed by the Bank and the Police. All personnel deployed by the successful tenderer/contractor and their bags and baggage shall be liable for physical security check at the time of entry and leaving the premises.</p> <p>14.10 The successful tenderer/contractor shall furnish the following documents in respect with the individual manpower :</p> <ul style="list-style-type: none">• List of manpower deployed containing full details i.e. date of birth, marital status, address, mobile number, aadhar-card etc.• Bio-data of the manpower with passport size photograph.• Character certificate from a Gazetted officer of the Central / State government or certificate of verification of antecedents of persons by the local police authority <p>14.11 The successful tenderer's/contractor's staff shall be deployed after getting due approval of the Bank and changes if any, in such staff shall be made only after due approval is obtained from the Bank.</p> <p>14.12. The successful tenderer/contractor shall provide name badges and identity cards bearing the photograph of the personnel and personal information such as name, date of birth, age, identification mark etc. to the personnel deployed.</p>
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Section VI.B: Specific Conditions of Contract /tender (SCC)

1.	Gardening and Horticulture Service
	<p>1.1 The successful tenderer/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 written instructions, details, directions and explanations. The Contractor will be responsible to take up additional work arising due to modifications carried out to the existing work area, as per the requirements of the office, under the same terms and conditions.</p> <p>1.2 The successful tenderer/contractor shall consider leave reserves to have continuous work including Saturdays/ Sundays / Holidays.</p> <p>1.3 The successful tenderer/contractor shall employ only reliable workers and furnish their complete details with their two photographs. In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and set it right.</p> <p>1.4 The minimum wages paid for labour, PF and ESI subscription shall be as per Government of India Rules for which the contractor shall be solely responsible.</p> <p>1.5 In case the Bank decides to discontinue gardening and horticulture work at any of its facilities resulting in reduction in scope of work, no amount shall be paid for such site where the work is discontinued from date of discontinuation.</p> <p>1.6 The cost of successful tenderer/contractor shall be inclusive of all taxes and shall include all type of materials and equipment, machines, tools etc. or any other materials which are necessary for satisfactory completion of work.</p> <p>1.7 The successful tenderer/contractor shall ensure deputing of suitable manpower as mentioned in the detailed scope of work. However, the Bank reserves the right to deploy manpower of contractor to any of the facilities based on requirement.</p> <p>1.8 The successful tenderer/contractor shall submit the police verification, address proof, mobile number of every worker engaged for gardening and horticulture work in the Bank's properties at Ahmedabad.</p> <p>1.9 The successful tenderer/contractor shall maintain an attendance register for the workers and submit a copy of the same with the bill.</p> <p>1.10 The successful tenderer/contractor shall ensure that all workers are properly dressed in uniform and groomed. They shall follow the etiquette of the Bank.</p> <p>1.11 The successful tenderer/contractor shall on the request of the Bank, immediately dismiss from the works, any person employed thereon by it who in the opinion of the Bank, is incompetent or has misconducted himself and such person/s shall not be again employed on the works, without the permission of the Bank. In case any person is found giving poor workmanship, misbehaving, disobeying instruction of the Bank, etc., the Service Provider shall replace such person(s) from the work as directed by the Bank.</p> <p>1.12 The successful tenderer/contractor shall ensure proper supervision for the work being carried out.</p> <p>1.13 The successful tenderer/contractor shall ensure removal of unwanted</p>

bushes from the Bank's premises including the roof tops and removal of the dead leaves, cleaning of the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding fertile soil and manure to the roots of the plants wherever necessary. The details are given in the scope of work.

- 1.14 The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Bank who shall decide which is to be followed.
- 1.15 The Contractor shall conform to the provisions of any Act of the Legislature or law relating to the works and to the regulations and bye-laws of any authority based on which the work is proposed to be carried out. 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. The Contractor shall indemnify the Bank against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.
- 1.16 All materials and workmanship shall so far as procurable be of the respective kinds described by and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at its own cost arrange for and/or carry out any test of any materials which the Bank may require.
- 1.17 The Bank and their respective representatives shall at all reasonable times have free access to the works and/or the workshops or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. Any person who is not authorised by the Bank except the representatives of public authorities, shall not be allowed on the works at any time
- 1.18 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- 1.19 If the Contractor, after receipt of written notice from the Bank, requiring compliance within 10 days, fails to comply with any instructions, the Bank is at liberty to employ and pay any other person/s 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 or may be deducted by him from any moneys due to the Contractor.

1.20 The contractor shall obtain a licence as required under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way made liable to the labourers engaged by the contractor. The authorized representative of the contractor shall record under his signature a certificate at the end of the Register of Wages (Register of Wages-cum-Muster Roll) in the following form:

“Certified that the amount shown in column No... has been paid to the workman concerned by direct credit to his bank accountat....Ahmedabad ” The copy of the Bank A/c statement shall be given to the Bank along with the monthly bill.

1.21 All labour and supervisor should report to the 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 once a week and due to the weekly-off AMC work shall not be stopped. Schedule of weekly-off shall be planned accordingly by the Contractor (No 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. No extra payment shall be considered other than rates quoted by the firm. Contractor shall maintain a record of payment to the workers, which shall be submitted along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages. Electricity and water shall be given to Service Provider at nearest available point free of cost by the Bank but all the other arrangements shall be made by the contractor on their own.

1.22 The workers / staff employed should be well groomed and shall wear colour code uniforms, any indecent behavior or suspicious activities of the staff employed shall be viewed seriously and as per penalty clause shall be levied on the contractor. The contractor will be required to submit daily labour report and a report regarding migrant labour as and when demanded by the Bank, duly signed by supervisor to the Bank's Caretaker.

1.23 The contractor shall arrange health check-up of its manpower at half-yearly intervals and share the report thereof with Bank so that only healthy labour is deputed. Employment of child labour is strictly prohibited and will lead to immediate termination of the contract without being liable to any compensation or loss or damage to the successful tenderer/contractor.

1.24 Organic and eco-friendly manures and fertilizer of good quality shall be supplied by the Contractor.

1.25 The contractor shall ensure that the work is carried out without any disturbances to the residents of the colonies during the day time work with prior appointments in consultation with Caretaker/Assistant

	<p>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.</p>				
2	Penalty Framework				
	<p>2.1 The following penalty framework shall be applicable under the contract without prejudice to any other right which the Bank may be having under this contract or law, including but not limited to even termination of this contract. However, the Bank is free to levy higher penalty in any of the scenarios and the decision of Bank shall be final and binding with respect to imposition and enforcement of penalty and that payment of penalty would in no way tantamount to regularization of any irregularity or whatsoever:</p>				
	Penalty for Instances				
Sr. No	Type of irregularity	On 1st instance in a year	On 2nd and 3rd instance in a year	On 3rd and 4th instance in a year	On 5 or more instances in a year
1	Non-performance/ Delay in completion of work as per scope of work	₹1000/- and Other Action as the Bank may deem fit.	₹3000/- per instance and Other Action as the Bank may deem fit.	₹5000/- per instance and Other Action as the Bank may deem fit.	Termination of Contract, invoking of Performance Bank Guarantee and hotlisting
2	Use of abusive language with staff members	₹5000/- and Other Action as the Bank may deem fit.	₹10000/- per instance and Other Action as the Bank may deem fit.	₹20000/- per instance and Other Action as the Bank may deem fit.	
3	Non maintenance of statutory and other registers/documents or Non submission of required documents sought by the Bank / non submission of documentary evidence	₹5000/- and Other Action as the Bank may deem fit including intimation to statutory authorities.	₹10000/- per instance and Other Action as the Bank may deem fit including intimation to statutory	₹20000/- per instance and Other Action as the Bank may deem fit including intimation to statutory	

				authorities.	authorities.	
4	Non submission of/delayed bills	₹500/- and Other Action as the Bank may deem fit.	₹1000/- and Other Action as the Bank may deem fit.	₹2000/- and Other Action as the Bank may deem fit.		
5	Employment of Minors/ Wages not being paid / Non adherence to Prohibition/non adherence to Central/State Government laws.	₹5000/- and Other Action as the Bank may deem fit including intimation to statutory authorities	₹10000/- and Other Action as the Bank may deem fit including Intimation to statutory authorities	₹20000/- and Other Action as the Bank may deem fit including Intimation to statutory authorities		
6	Non-wearing of uniforms by Agency's employees / untidy uniform.	₹1000/- and Other Action as the Bank may deem fit.	₹3000/- per instance and Other Action as the Bank may deem fit.	₹5000/- per instance and Other Action as the Bank may deem fit.	₹10000/- per instance and Other Action as the Bank may deem fit.	
7	Change of manpower without intimation and approval of the Bank	₹5000/- and Other Action as the Bank may deem fit.	₹10000/- per instance and Other Action as the Bank may deem fit.	₹20000/- per instance and Other Action as the Bank may deem fit.	₹50000/- per instance and Other Action as the Bank may deem fit.	
8	Deployment of less manpower than agreed without acceptable justification	₹ 1000/- per person per day				
3	Termination / Suspension of Contract					
	3.1 The Bank shall be at liberty to suspend this contract at any time by giving 24 hours' notice in writing to the contractor for breach of any of the terms and conditions of this contract viz., for poor quality, insufficient service, etc. as to which the decision of the Bank shall be final and the contractor shall not be entitled to claim any loss or damage or compensation by reason thereof.					
	3.2 In normal circumstances, it shall also be lawful for the Bank to terminate the Agreement at any time without assigning any reason and without being liable for any compensation or loss or damage, by giving 30 days' notice in writing. Any such termination shall be without prejudice to any other right of the Bank under the Contract.					

	<p>3.3 Contractor's right to terminate:</p> <ol style="list-style-type: none"> i. If the Contractor decides to terminate the Contract before the end of the Contract period, the Contractor has to give an advance intimation of at least 90 days and ensure continuity of work for 90 days. ii. If the Contractor terminates the Agreement without prior notice of 90 days and without assured continuation of work for 90 days, then the Performance Bank Guarantee (PBG)/ Security Deposit shall be invoked/forfeited.
	<p>3.4 Termination of Contract by the Bank</p> <p>If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company gets an order for compulsory winding up made against it or passes an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank.</p> <p>Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,</p> <p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor or shall assign or sublet this Contract without the consent in writing of the Bank,</p> <p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,</p> <p>Or if the Bank determines that the Contractor;</p> <ol style="list-style-type: none"> i) has abandoned the Contract, or ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the 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 to be observed and performed by the Contractor for seven days after written notice has been given to the Contractor requiring the Contractor to observe or perform the same. <p>Then and in any of the said cases, the Bank may notwithstanding any</p>

	<p>previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or Roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the 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 twenty days after receipt thereof by it, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense 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 thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.</p> <p>3.5 Right of Bank to terminate Contract in the event of death of Contractor</p> <p>Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Bank shall have the option of terminating the Contract without incurring any liability for such termination.</p>
4	Assignments and Sub-letting
	<p>4.1 The whole of the works included in the Contract /tender shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let 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 progress. No alteration, omission or variation shall vitiate this Contract but in case the Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the</p>

	<p>Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank, with the prior approval in writing of the Bank and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.</p>
5	<p>Insurance in respect of damage to person and property</p>
	<p>5.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to Roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather.</p> <p>5.2 The Contractor shall indemnify the Bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.</p> <p>5.3 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 damage to the property of third parties.</p> <p>5.4 The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. It 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.</p> <p>5.5 The Contractor shall indemnify the Bank against all claims which may be made upon the Bank whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor.</p>
6	<p>6.1 Should there be any discrepancy between English and Hindi version of tender document, the English version shall prevail.</p>

Health and Sanitary Arrangements for Workers Employed by the successful tenderer/ contractor

A	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.
B	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 burrow pits which may have been dug by him.

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE by the successful tenderer/contractor – 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) used at sites	To record the material quantity and details of usage.
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.)

I/We have read the General Information, Instructions, Detailed Scope of Work, General and specific Terms & Conditions of the contract/tender, Health and Sanitary Arrangements for Workers Employed by Successful tenderer/ Contractor and the list of documents to be maintained at site by successful tenderer which are explicitly mentioned above and accept the same to execute the contract, if awarded.

Name & Signature of tenderer

(Please sign at the bottom of all pages)

Date:

Place:

Section VII: Standard Formats

Form 1	Details of Technical bid
Form 2	Details of Financial bid
Form 3	Performance Bank Guarantee

PART I – TECHNICAL BID

NAME OF THE TENDERER: _____

ADDRESS:

CONTACT NO: _____

Technical Bid by the Tenderer**Form-1**

(To be given on Tenderer's letter head)

Name of the tenderer:

Address:

S.No.	Particulars	Details to be filled in by the tenderer
1.	Name of the Organisation	
2.	<p>a) Type of organization – (whether Proprietorship / Partnership /LLP /Pvt. Ltd/ Ltd Company).</p> <p>(b) Date of establishment</p> <p>(c) Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).</p> <p>Please upload relevant documents in support of the same.</p>	
3.	Name of the proprietor / partner / directors of organization with designation.	
4.	<p>Regd. Office/ Business Address of the organization along with Telephone No, Mobile No, Fax No and e-mail.</p> <p>(a) Whether having own office in Ahmedabad.</p> <p>(b) Address of the local office at Ahmedabad/Gandhinagar.</p> <p>(c) Name of the authorized official and his/her telephone number.</p> <p>Please enclose relevant documents in support of the same.</p>	
5.	<p>Work Experience- Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents, and certificates.</p> <p>The details along with documentary evidence of previous experience, if any, of similar services for the Reserve Bank of India at any centre or government / semi-</p>	

	government / public sector undertakings / banks / MNCs should also be given.	
6.	Supporting documents in support of annual turnover of last three years in the business of gardening and horticulture work supported by audited/CA certified statement of accounts and/or GST return/Income Tax Return certificate. Supporting documents should be enclosed in proof of turnover.	
7.	Income Tax Returns of last three Financial years - (Self-Attested Copy to be submitted)	
8.	Copy of GST Returns, where applicable	
9.	Whether registered with Labour Department under the Contract Labour (R & A) act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, Indicate the date of registration. (A copy of certificate/registration to be submitted).	
10.	Name and address of the bankers. Please arrange submission in physical form a certificate in sealed envelope from the banker regarding financial standing as per format attached with this tender document. (Annex- II)	
11.	Name and address of the existing clients along with full details. The feedback from top three existing clients in Ahmedabad is required as per Annex III in sealed envelopes of clients. This is to be submitted in physical mode and not uploaded.	
12.	The bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
13.	Details of pending court cases and/or prosecution	

Copies of Documents required to be submitted for Technical Bid

1. Audited annual financial statements for financial years (F.Y. 2018-19 and F.Y 2019-20 & F.Y. 2020-21).
2. Income Tax Returns of last three Financial Years.(F.Y. 2018-19, F.Y 2019-20 & 2020-21)
3. GST returns for last two to three years wherever applicable
4. Bankers certificate on financial standing ([Annex II](#))
5. List of clients (2-3 clients in Ahmedabad/Gandhinagar is preferable).
6. Client Feedback ([Annex III](#)) Top 3 clients in Ahmedabad/Gandhinagar and outside Gujarat
7. Incorporation / registration documents
8. Copy of the PAN, TIN and GST Registration wherever applicable
9. Any other document/s (Pl. specify)

The Bank reserves the right to call the proof/verify the furnished information.

DECLARATION:

1. The above information is true to the best of my/our knowledge and if any information is found untrue or false, I/We may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by the Bank.
3. I/We also agree that my/our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of **Part I** of the tender and this period of validity can be extended for such period as may be mutually agreed in writing between the Bank and tenderer. I/We also agree to keep the earnest money during the entire period of validity of tender.
4. I/We understand that the Bank reserves the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Signature

Name and seal of the TENDERER

Annex-I**Details of Bankers**

(To be given on Tenderer's letterhead)

Particulars	Banker 1	Banker 2
Name of the Branch and its complete postal Address including IFSC and e-mail id.		
Name and Job-title of the Branch Manager/Relationship Manager along with his/her Telephone No(s) and E-mail id		
Type of Account and Account No		
The period from which the service provider has been banking with the Banker (specify number of years).		
Any other information which the service provider may like to furnish about its Bankers.		

Annex-II

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

(To be given by the banker on its letter head and in a sealed envelope addressed to RBI, Ahmedabad. The same to be arranged by the tenderer).

1. Composition of the firm (whether Partnership/ LLP/ Private Limited/ Proprietorship/ Public Limited.)
2. Name/s of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Nature of dealings and opinion thereon
6. The period from which the firm has been banking with the bank.
7. Any other remarks.
8. Opinion on whether the party is considered financially sound to be entrusted with the contract for works estimated to cost ₹ 32 lakh.

(Signature)

Authorised Signatory of the Bank Branch

Note: The certificate to include names of all partners and directors of the party as recorded with the Bank.

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR / AGENT

(To be given on its letterhead by client in sealed envelope)

1. Name & address of the Client
2. Details of Works executed by Shri /M/s
3. Name of work with brief particulars
4. Agreement No. and date
5. Agreement amount
6. Date of commencement of contract
7. Date of expiry of contract
8. Duration of relationship with the Agency
9. Details (Date of levy of penalty, Amount of penalty and reasons) of penalty levied for deficiencies in services rendered/quality of items supplied
10. Details of disputes with the agency during the contract
11. General Feedback on the quality of service and quality of items supplied by the Agency
12. Rating of the contractor/agency based on quality of service/items supplied:
Outstanding/Very Good/ Good/Satisfactory/ poor
13. Recommendation, if any or any other feedback

(Authorised signatory of the Client)

PART II – FINANCIAL BID

NAME OF THE TENDERER: _____

ADDRESS:

CONTACT NO: _____

**Reserve Bank of India
Human Resource Management Department
Ahmedabad**

Part II – PRICE BID

Name of the work: Gardening and Horticulture Services in Bank's Residential colonies and Office Buildings at Ahmedabad

Schedule of Quantity

Sr. No	Description of the work as per Scope of work	Rates per month inclusive of all charges and taxes	Rate per annum inclusive of all charges and taxes
1	Gardening and Horticulture Services as per scope of work at Bank Main Office Building, Near Gandhi Bridge, LGC Building and Leased premises at 4 th Floor in Riverfront House by engaging services of 3 semi-skilled personnel. 3 Semi-skilled personnel		
2	Supply of flowers in eighteen (18) flowerpots/vase in the cabins of senior officers on alternate day basis in MOB and the leased premises.		
3	Gardening and Horticulture Services as per scope of work at Subshah Bridge Staff Quarters by engaging services of 2 semi-skilled and 1 Skilled personnel 1 Skilled personnel 2 Semi-skilled personnel		
4	Gardening and Horticulture Services as per scope of work at Navarangpura Officers Quarters by engaging services of 2 semi-skilled personnel. 2 Semi-skilled personnel		
5	Gardening and Horticulture Services as per scope of work at Vasna Officers Quarters by engaging services of 1 semi-skilled personnel. 1 Semi-skilled personnel		
Total Estimated Cost- ₹32,00,000.00			

The tenderers should visit the sites to get complete idea of scope of work, the number of plant pots to be replaced, additional number of plants, pots, etc., that can be provided as mentioned in the scope of work. No extra amount shall be paid for items of work included in the Scope of Work.

Signature with seal and address

Place:

Date:

Form 3

SECTION VII
Proforma of Bank Guarantee for Security Deposit

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

No. _____ Date _____

To:
The Regional Director
Reserve Bank of India
Post Box No.1, Ashram Road
Near Gandhi Bridge
Ahmedabad-380014.

Dear Sir

In consideration of your agreeing to accept the security deposit of (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as “the Contractor”) in terms of their contract with you for **Gardening and Horticulture Services at Bank’s Properties in Ahmedabad** as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of ₹ ____ (5% of contract amount) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of ₹ ____ (5% of contract amount) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to ₹ ____ (5% of contract amount). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.

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

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____