



बेटी बचाओ  
बेटी पढ़ाओ

**भारतीय रिज़र्व बैंक  
RESERVE BANK OF INDIA**

**शिष्टाचार एवं सुरक्षा स्थापना  
PROTOCOL & SECURITY ESTABLISHMENT**

**नागपुर  
NAGPUR**

**ई- निविदा आमंत्रण सूचना (NIT)  
(केवल ई-खरीद के माध्यम से)**

भारतीय रिज़र्व बैंक के नागपुर स्थित विभिन्न कार्यालय भवनों और आवासीय परिसरों में वार्षिक रखरखाव संविदा के तहत बगीचों के रखरखाव हेतु पूर्व-योग्यता मानदंडों को पूरा करने वाली पात्र फर्म/ ठेकेदारों से दो भागों (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली) में ई-निविदा आमंत्रित किया जाता है। संविदा की प्रारम्भिक अवधि 31 मार्च 2027 तक होगी जिसे संतोषजनक प्रदर्शन होने की स्थिति में अधिकतम दो वर्षों के लिये, एक बार में अधिकतम एक वर्ष के लिए या बैंक द्वारा निर्धारित अन्य अवधि / मापदंडों के लिये विस्तारित किया जा सकता है।

**निविदा की अनुसूची**

क्रमसं	मदें	विवरण
1	ई-निविदा सं	RBI/Nagpur Regional Office/Others/4/25-26/ET/661
2	निविदा का तरीका	एमएसटीसी वेबसाइट पर केवल ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्यबोली) के माध्यम से लिंक- <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a>
3	कार्य का नाम	नागपुर में बैंक के विभिन्न कार्यालयों और आवासीय संपत्तियों के लिए वार्षिक उद्यान रखरखाव अनुबंध
4	अनुमानित लागत	लगभग ₹58,00,000/- (अट्ठावन लाख रुपये मात्र ) प्रतिवर्ष सभी करों सहित
5	i) बयाना राशि जमा	₹1,16,000/- (एक लाख सोलह हजार रुपये मात्र) By (1) एनईएफटी के माध्यम से आरबीआई खाता संख्या. 8714295, आईएफएससी कोड: RBIS0NGPA01 (5वा और 10वा अंक शून्य है), अथवा (2) भारतीय रिज़र्व बैंक, नागपुर के पक्ष में डिमांड ड्राफ्ट, अथवा (3) बैंक के मानक प्रोफार्मा (अनुबंध-II) में अनुसूचित बैंक द्वारा जारी एक अपरिवर्तनीय बैंक गारंटी
	ii) निविदा शुल्क	शून्य

6	लेनदेन शुल्क	एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लि. के सूचना के अनुसार एमएसटीसी पेमेंट गेटवे /एनईएफटी/आरटीजीएस के माध्यम से संविदा के कुल अनुमानित लागत के 0.05% + जीएसटी @18%
7	प्रतिधारण जमा राशि	उद्धृत राशि का 05% (सफल बोलीदाता द्वारा प्रस्तुत किया जाना है)
8	निष्पादन गारंटी	उद्धृत राशि का 05% (सफल बोलीदाता द्वारा प्रस्तुत किया जाना है r)
9	पार्टियों को देखने के लिए निविदा उपलब्ध होने की तिथि	23 दिसम्बर 2025 को 1200 बजे से
10	प्री-बिड बैठक (ऑनलाइन)	30 दिसम्बर 2025 को 1100 बजे (सिस्को वेबएक्स के माध्यम से), प्री-बिड बैठक में भाग लेने के इच्छुक पक्ष वेबएक्स लिंक के लिए <a href="mailto:chetankhandoji@rbi.org.in">chetankhandoji@rbi.org.in</a> या <a href="mailto:rschopra@rbi.org.in">rschopra@rbi.org.in</a> पर ईमेल के माध्यम से अनुरोध कर सकते हैं। वेबएक्स लिंक दिनांक दिसम्बर 29, 2025 को अथवा उसके बाद प्रदान किया जाएगा।
11	ऑनलाइन तकनीकी-वाणिज्यिक बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	02 जनवरी 2026 को 1200 बजे से
12	बयाना राशि (EMD) जमा करने की अंतिम तिथि	13 जनवरी, 2026 को 1100 बजे तक डिमांड ड्राफ्ट अथवा बैंक गारंटी के रूप में प्रस्तुत ईएमडी को क्षेत्रीय निदेशक, शिष्टाचार एवं सुरक्षा स्थापना, भारतीय रिजर्व बैंक, नागपुर -440 001 को 13 जनवरी 2026 को 1100 बजे से पहले बैंक को भौतिक रूप से प्रस्तुत की जानी चाहिए।
13	तकनीकी-वाणिज्यिक बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	13 जनवरी, 2026 को 1200 बजे तक
14	भाग I : (तकनीकी वाणिज्यिक बोली) खोलने की तारीख व समय	13 जनवरी, 2026 को 1530 बजे
	भाग II : (वित्तीय बोली) खोलने की तारीख व समय	भाग-II अर्थात वित्तीय बोली खोलने की तिथि की सूचना भाग-I में सभी पात्र बोलीदाताओं को ई-मेल द्वारा अलग से दी जाएगी।
15	निविदा की वैधता	निविदा के भाग-I के खुलने की तिथि से तीन माह तक

**नोट:** निविदाकर्ता कृपया ध्यान दें कि निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, केवल आरबीआई की वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

**क्षेत्रीय निदेशक**  
**भारतीय रिजर्व बैंक**  
**नागपुर**



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**ई- निविदा आमंत्रण सूचना / NOTICE INVITING TENDER (NIT)**  
**(केवल ई-खरीद के माध्यम से / Only through e-procurement)**

भारतीय रिजर्व बैंक के नागपुर स्थित विभिन्न कार्यालय भवनों और आवासीय परिसरों में वार्षिक रखरखाव संविदा के तहत बगीचों के रखरखाव हेतु पूर्व-योग्यता मानदंडों को पूरा करने वाली पात्र फर्म/ ठेकेदारों से दो भागों (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली) में ई-निविदा आमंत्रित किया जाता है। संविदा की प्रारम्भिक अवधि 31 मार्च 2027 तक होगी जिसे संतोषजनक प्रदर्शन होने की स्थिति में अधिकतम दो वर्षों के लिये, एक बार में अधिकतम एक वर्ष के लिए या बैंक द्वारा निर्धारित अन्य अवधि / मापदंडों के लिये विस्तारित किया जा सकता है।

Reserve Bank of India, Nagpur invites e-tender in two parts (Part I – Techno- commercial Bid & Part II – Price Bid) for Providing Services for Garden Maintenance under Annual Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur from eligible firms/contractors fulfilling the pre-qualification criteria. The contract will be initially valid up to March 31, 2027 and will be extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods/ parameters as the Bank may decide.

कार्य की अनुमानित लागत Estimated cost of the work	बयाना राशि जमा Earnest Money Deposit
₹ 58,00,000/- (inclusive of GST 18%)	₹ 1,16,000/- (2% of estimated cost)

ई-निविदा जमा करने की अंतिम तिथि **13 जनवरी, 2026 को 12:00 बजे तक** है। अधिक जानकारी के लिए कृपया वेबसाइट <https://www.rbi.org.in> पर "निविदा" अनुभाग पर जाएं और निविदा अपलोड करने के लिए कृपया एमएसटीसी वेबसाइट <https://www.mstcecommerce.com> पर जाएं और पंजीकरण करें। कृपया यह भी नोट करें

कि आगे के परिशिष्ट/ शुद्धिपत्र को केवल भारतीय रिजर्व बैंक की वेबसाइट पर प्रकाशित किया जाएगा।

The last date for submission of e-tender is **January 13, 2026 up to 12:00 hrs.** For further details please visit “Tender” section at website <https://www.rbi.org.in> and for uploading the tender please visit and register on MSTC website at <https://www.mstcecommerce.com>. Please also note that further Addendum/ Corrigendum will only be published on RBI website.

**स्थान/ Place: नागपुर/ Nagpur**

**दिनांक/ Date: 02 दिसंबर 2025 / December 02, 2025**

**क्षेत्रीय निदेशक / Regional Director  
भारतीय रिजर्व बैंक / Reserve Bank of India  
नागपुर / Nagpur**



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e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

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## अस्वीकरण / DISCLAIMER

भारतीय रिजर्व बैंक, शिष्टाचार एवं सुरक्षा स्थापना, नागपुर ने इच्छुक पार्टियों को 'कार्य' की जानकारी देने के लिए यह निविदा दस्तावेज तैयार किया है। जबकि भारतीय रिजर्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सही मानता है, न तो भारतीय रिजर्व बैंक और न ही इसके किसी भी प्राधिकरण/ एजेंसी/ उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों ने इस दस्तावेज में निहित जानकारी की पूर्णता या सटीकता या इसके साथ प्रदान की जाने वाली किसी भी जानकारी के बारे में कोई वारंटी या इस बारे में कोई प्रतिनिधित्व, व्यक्त या निहित, प्रदान की है।

Reserve Bank of India, Protocol & Security Establishment, Nagpur, has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be 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.

जानकारी संपूर्ण नहीं मानी जाये। इच्छुक पार्टियाँ अपनी स्वयं की पूछताछ करने के लिये स्वतंत्र हैं और उन्हें लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है, और वे केवल भारतीय रिजर्व बैंक द्वारा निविदा दस्तावेज में प्रदान की गई जानकारी पर भरोसा नहीं करते हैं। यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिजर्व बैंक या उसके किसी प्राधिकरण या एजेंसियों या उनके किसी संबंधित अधिकारी, कर्मचारियों, एजेंटों या सलाहकारों पर गैर-बाध्यकारी है।

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

इस 'कार्य' को आगे नहीं बढ़ाने या 'कार्य' के तरीके को बदलने, इस दस्तावेज में दिखाई गई समय-सारिणी में परिवर्तन करने या लागू होने वाली प्रक्रिया या प्रक्रिया को बदलने का अधिकार भारतीय रिजर्व बैंक सुरक्षित रखता है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ इस मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

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**भारतीय रिज़र्व बैंक  
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**ई- निविदा आमंत्रण सूचना / NOTICE INVITING TENDER (NIT)  
(केवल ई-खरीद के माध्यम से / Only through e-procurement)**

भारतीय रिज़र्व बैंक के नागपुर स्थित विभिन्न कार्यालय भवनों और आवासीय परिसरों में वार्षिक रखरखाव संविदा के तहत बगीचों के रखरखाव हेतु पूर्व-योग्यता मानदंडों को पूरा करने वाली पात्र फर्म/ ठेकेदारों से दो भागों (भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली) में ई-निविदा आमंत्रित किया जाता है। संविदा की प्रारम्भिक अवधि 31 मार्च 2027 तक होगी जिसे संतोषजनक प्रदर्शन होने की स्थिति में अधिकतम दो वर्षों के लिये, एक बार में अधिकतम एक वर्ष के लिए या बैंक द्वारा निर्धारित अन्य अवधि / मापदंडों के लिये विस्तारित किया जा सकता है।

Reserve Bank of India, Nagpur invites e-tender in two parts (Part I – Techno- commercial Bid & Part II – Price Bid) for Providing Services for Garden Maintenance under Annual Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur from eligible firms/contractors fulfilling the pre-qualification criteria. The contract will be initially valid up to March 31, 2027 and will be extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or other periods/ parameters as the Bank may decide.

**निविदा की अनुसूची / SCHEDULE OF TENDER (SOT)**

क्रमसं S. N.	मर्दे Item	विवरण Details
1	ई-निविदा सं / E-Tender no.	RBI/Nagpur Regional Office/Others/4/25-26/ET/661
2	निविदा का तरीका / Mode of Tender	एमएसटीसी वेबसाइट पर केवल ई-प्रोक्योरमेंट सिस्टम ( ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्यबोली) के माध्यम से



		At MSTC website through e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) only Link/ लिंक- <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>
3	कार्य का नाम / Name of Work:	नागपुर में बैंक के विभिन्न कार्यालयों और आवासीय संपत्तियों के लिए वार्षिक उद्यान रखरखाव अनुबंध  Annual Garden Maintenance contract for Banks' various Offices and Residential properties at Nagpur
4	अनुमानित लागत / Estimated Cost	लगभग ₹ 58,00,000/- (अट्ठावन लाख रुपये मात्र ) प्रतिवर्ष सभी करों सहित  Approximately ₹ 58,00,000/- (Rupees Fifty-Eight Lakh Only) per annum inclusive of all applicable taxes
5	i) बयाना राशि जमा / Earnest Money Deposit (EMD)	₹ 1,16,000/- (एक लाख सोलह हजार रुपये मात्र) ₹ 1,16,000/- (Rupees One lakh Sixteen Thousand Only) By  (1) एनईएफटी के माध्यम से आरबीआई खाता संख्या. 8714295, आईएफएससी कोड: RBIS0NGPA01 (5वा और 10वा अंक शून्य है), NEFT, RBI A/c No.8714295, IFSC Code: RBIS0NGPA01 (5 <sup>th</sup> & 10 <sup>th</sup> digit is zero),  अथवा / or  (2) भारतीय रिजर्व बैंक, नागपुर के पक्ष में डिमांड ड्राफ्ट, DD in favour of Reserve Bank of India, payable at Nagpur,  अथवा / or  (3) बैंक के मानक प्रोफार्मा (अनुबंध- II) में अनुसूचित बैंक द्वारा जारी एक अपरिवर्तनीय बैंक गारंटी An irrevocable Bank Guarantee issued by a scheduled bank in the Bank's standard proforma ( <a href="#">Annexure-II</a> )
	ii) Tender Fees / निविदा शुल्क	शून्य / Nil

6	लेनदेन शुल्क / Transaction Fee	<p>एमएसटीसी लिमिटेड के पक्ष में या मेसर्स एमएसटीसी लि. के सूचना के अनुसार एमएसटीसी पेमेंट गेटवे /एनईएफटी/आरटीजीएस के माध्यम से संविदा के कुल अनुमानित लागत के 0.05% + जीएसटी @18%</p> <p>0.05% of total estimate cost of estimated cost plus GST @18% to be paid through MSTC Payment gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd</p>
7	प्रतिधारण जमा राशि / Retention Money Deposit (RMD)	<p>उद्धृत राशि का 05%</p> <p>05% of the quoted amount</p> <p>(सफल बोलीदाता द्वारा प्रस्तुत किया जाना है / to be submitted by the successful bidder)</p>
8	निष्पादन गारंटी / Performance Guarantee	<p>उद्धृत राशि का 05%</p> <p>05% of the quoted amount</p> <p>(सफल बोलीदाता द्वारा प्रस्तुत किया जाना है / to be submitted by the successful bidder)</p>
9	पार्टियों को देखने के लिए निविदा उपलब्ध होने की तिथि Date of availability of Tender for viewing to parties	<p>23 दिसम्बर 2025 को 1200 बजे से</p> <p>December 23, 2025, 1200 Hrs. onwards</p>
10	प्री-बिड बैठक (ऑनलाइन) Pre-Bid Meeting (On-line)	<p>30 दिसम्बर 2025 को 1100 बजे</p> <p>(सिस्को वेबएक्स के माध्यम से),</p> <p>December 30, 2025 at 11.00 Hrs.</p> <p>(Through CISCO WebEx),</p> <p>प्री-बिड बैठक में भाग लेने के इच्छुक पक्ष वेबएक्स लिंक के लिए chetankhandoji@rbi.org.in या rschopra@rbi.org.in पर ईमेल के माध्यम से अनुरोध कर सकते हैं। वेबएक्स लिंक दिनांक दिसम्बर 29, 2025 को अथवा उसके बाद प्रदान किया जाएगा।</p> <p>Parties interested to participate in pre-bid meeting may request for the WebEx link via email to <a href="mailto:chetankhandoji@rbi.org.in">chetankhandoji@rbi.org.in</a> or <a href="mailto:rschopra@rbi.org.in">rschopra@rbi.org.in</a>.</p>

		WebEx link will be provided on or after December 29, 2025
11	<p>ऑनलाइन तकनीकी-वाणिज्यिक बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि</p> <p>Date of starting of e-Tender for submission of online Techno-Commercial Bid</p>	<p>02 जनवरी 2026 को 1200 बजे से</p> <p>January 02, 2026 at 1200 Hrs.</p>
12	<p>बयाना राशि (EMD) जमा करने की अंतिम तिथि</p> <p>Last date of submission of EMD.</p>	<p>13 जनवरी, 2026 को 1100 बजे तक</p> <p>January 13, 2026 up to 1100 Hrs.</p> <p>डिमांड ड्राफ्ट अथवा बैंक गारंटी के रूप में प्रस्तुत ईएमडी को क्षेत्रीय निदेशक, शिष्टाचार एवं सुरक्षा स्थापना, भारतीय रिजर्व बैंक, नागपुर -440 001 को 13 जनवरी 2026 को 1100 बजे से पहले बैंक को भौतिक रूप से प्रस्तुत की जानी चाहिए।</p> <p>EMD, if submitted in form of DD/ Bank guarantee shall be submitted physically to the Bank before 1100 Hrs. on January 13, 2026.</p>
13	<p>तकनीकी-वाणिज्यिक बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि</p> <p>Date of closing of online e-tender for submission of Techno-Commercial Bid</p>	<p>13 जनवरी, 2026 को 1200 बजे तक</p> <p>January 13, 2026 up to 1200 Hrs.</p>
14	<p>भाग I : (तकनीकी वाणिज्यिक बोली) खोलने की तारीख व समय</p> <p>Date &amp; time of opening of Part-I: Techno-Commercial Bid</p>	<p>13 जनवरी, 2026 को 1530 बजे</p> <p>January 13, 2026 at 1530 Hrs.</p>
	भाग II : (वित्तीय बोली) खोलने की तारीख व समय	भाग-II अर्थात वित्तीय बोली खोलने की तिथि की सूचना भाग-I में सभी पात्र बोलीदाताओं को ई-मेल द्वारा अलग से दी जाएगी।

	Date & time of opening of Part-II: Price Bid	Date of opening of Part - II i.e., price bid shall be informed separately to all the eligible bidders in Part-I by e-Mail
15	निविदा की वैधता  Validity of the tender	निविदा के भाग- I के खुलने की तिथि से तीन माह तक  Three months from the date of opening of the PART- I of the Tender

**नोट:** निविदाकर्ता कृपया ध्यान दें कि निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, केवल आरबीआई की वेबसाइट पर अधिसूचित किया जाएगा और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

**Note:** Tenderers may please note that any amendments / corrigendum to the Tender, if issued in future, will only be notified on the website of RBI and will not be published in the newspaper.

**क्षेत्रीय निदेशक / Regional Director**  
**भारतीय रिजर्व बैंक / Reserve Bank of India**  
**नागपुर / Nagpur**

**Section-B**  
**प्रस्ताव का पत्र/ Letter of Offer**

Place

Date

Shri. Sachin Y Shende  
Regional Director, Reserve Bank of India  
Nagpur-440001.

Dear Sir,

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

**MEMORANDUM**

(a)	Description of works	Annual Garden Maintenance contract for Banks various Offices/ Residential properties at Nagpur
(b)	Estimated cost of work	<b>₹ 58 Lakh</b>
(c)	Earnest Money Deposit (EMD)	₹ 1,16,000/- (Rupees One Lakh Sixteen Thousand Only) (bears no interest)
(d)	Contract Period	Initially up to March 31, 2027 (to be renewed for a maximum period of two years based on satisfactory performance)
(e)	Performance Bank guarantee	5% of Contract Value (to be provided in the form of Bank Guarantee by the successful Agency)
(f)	Retention Money Deposit (RMD)	5 % of Contract Value (to be provided in the form of Bank Guarantee by the successful Agency)

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

3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part- II tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards Security Deposit, valid for the entire period of validity of tender.

4. I/We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.

5. The Tender is in two parts, Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's pro-forma.

6. Our bankers are (full address):

(i)	
(ii)	

The names of partners of our firm are:

Name of the partner of the firm authorized to sign	
OR	
Name of person having power of Attorney to sign the Contract (certified true copy of the Power of Attorney should be attached)	

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses:

	Signature	Address
(i)		



भारतीय रिजर्व बैंक  
RESERVE BANK OF INDIA

शिष्टाचार एवं सुरक्षा स्थापना  
PROTOCOL & SECURITY ESTABLISHMENT

नागपुर  
NAGPUR

(केवल ई-खरीद के माध्यम से / Only through e-procurement)

भाग- I / PART- I

**नागपुर में बैंक के विभिन्न कार्यालय और आवासीय संपत्तियों के लिए वार्षिक उद्यान रखरखाव अनुबंध**  
**Annual Garden Maintenance contract for Banks' various Office and Residential**  
**properties at Nagpur**

निविदाकर्ता का नाम/ Name of Tenderer: -----

पता / Address -----

लैंडलाइन / Landline-----

मोबाइल नं. / Mobile no. -----

ईमेल आईडी / Email id-----

वेबसाइट एड्रेस, यदि हो / Website address if any -----

जमा करने के लिए अंतिम तिथि और समय Last date & time for Submission	13 जनवरी, 2026 को 1200 बजे तक January 13, 2026 till 1200 Hrs.
बोली पूर्व बैठक Pre-Bid meeting	30 दिसम्बर 2025 को 1100 बजे December 30, 2025 at 1100 hrs.
बोली की वैधता Validity of the tender	निविदा के भाग- I के खुलने की तिथि से तीन माह तक Three months from the date of opening of the PART- I of the Tender
निविदा फॉर्म का शुल्क Cost of Application form/ Tender	शून्य Nil



### Section-C

#### **The Conditions Hereinafter Referred To Interpretation Clause**

In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
b)	"Contractor" (in the case of a partnership)	"Contractor" shall mean Firm trading in the name and style of providing security services/ man guarding services having a place of business at Nagpur, Maharashtra 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 providing security services/ man guarding services and shall include his heirs, successors and legal representatives.
	(in the case of Company)	"Contractor" shall mean Company, a company incorporated under Companies Act, 2013 or under any previous company law and having its full-fledged service setup at Nagpur, Maharashtra and shall include its successors and assigns.
(c)	"Site"	Shall mean the site of the Contract Works including common peripheral area thereon and any other land (inclusively) as aforesaid allotted by the Bank for the Contractor's use.
(d)	"This Contract"	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications, etc. attached hereto and duly signed.
(e)	"Tender"	E-Tender being followed by <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>
(f)	"Bank's Officer/Caretaker"	<p>The term "Bank's Officer/Caretaker" shall mean the person appointed and paid by the Bank to inspect the works. The Contractor shall afford the Bank's Officer/Caretaker every facility and assistance for inspecting the works. 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 Officer with the prior concurrence in writing of the Bank.</p> <p>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.</p>





e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

(g)	"Notice in writing"	written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(h)	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(i)	"The works"	Shall mean the <b>Annual Garden Maintenance contract for Banks' various Offices and Residential properties</b> for the Bank at Nagpur as provided herein.



### **Section D**

### **ई-टेंडर के संबंध में महत्वपूर्ण निर्देश / Important Instructions Regarding E-tender**

बोली प्रस्तुत करने वाले लोगों से अनुरोध है कि वे अपनी ऑनलाइन निविदा प्रस्तुत करने से पहले इस निविदा के नियम और शर्तों को पढ़ लें।

Bidders are requested to read the important instruction on e-tendering process as given below and the Terms & Conditions of this tender given in subsequent pages before submitting your online tender.

#### **1 ई-निविदा की प्रक्रिया / Process of E-tender:**

##### **A) पंजीकरण / Registration:**

इस प्रक्रिया में एमएसटीसी ई-प्रॉक्युमेंट पोर्टल में वेंडर का पंजीकरण शामिल है जो निःशुल्क है। पंजीकरण के बाद ही वेंडर अपनी बोली इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकता है/ सकते हैं। तकनीकी बोली और वाणिज्यिक बोली की प्रस्तुति के लिए बोली इंटरनेट पर लगाई जाएगी। वेंडर के पास क्लास III साइनिंग टाइप डिजिटल सर्टिफिकेट होना चाहिए। वेंडरों को इंटरनेट से जुड़े पीसी से बोली लगाने के लिए स्वयं व्यवस्था करनी होगी। एमएसटीसी ऐसी व्यवस्था करने के लिए जिम्मेदार नहीं है। (इलेक्ट्रॉनिक सिग्नेचर के बिना बोली को रिकार्ड नहीं किया जाएगा।)

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

विशेष नोट: तकनीकी और वाणिज्यिक बोली [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) पर ऑनलाइन प्रस्तुत की जानी है।

**Special Note: The Technical Bid and The Commercial Bid Has to Be Submitted On-Line At [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)**

i) विक्रेताओं के लिए स्वयं को [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit में ऑनलाइन पंजीकरण करना आवश्यक है।

Vendors are required to register themselves online following the below given process [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.



ii). वेंडरों को उनके ई-मेल पर उनके पंजीकरण की पुष्टि करने वाला एक सिस्टम जेनरेटेड मेल मिलेगा जो रजिस्ट्रेशन फार्म भरते समय दिया जाएगा। किसी स्पष्टीकरण के लिए भारतीय रिज़र्व बैंक/ एमएसटीसी से (ई-निविदा के लिए निर्धारित समय से पहले) संपर्क करें।

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

**संपर्क व्यक्ति (भारतीय रिज़र्व बैंक) / Contact person (RBI):**

i)	श्री चेतन खंडोजी, सहायक प्रबंधक Mr. Chetan Khandoji (AM)	<a href="mailto:chetankhandoji@rbi.org.in">chetankhandoji@rbi.org.in</a> Ph- 0712- 2806390, 09834140482
ii)	स्कॉ ली आर.एस. चोपड़ा (से. नि.), (सहायक प्रबंधक, सुरक्षा) Sqn Ldr R S Chopra (Retd.) (AM, Security)	<a href="mailto:rschopra@rbi.org.in">rschopra@rbi.org.in</a> Ph- 0712- 2806307, 08238289660

**संपर्क व्यक्ति (एमएसटीसी लि.) / Contact person (MSTC Ltd):**

i)	सुश्री लिस्बेथ डायस, वरिष्ठ प्रबंधक Ms. Lisbeth Dias, Sr. Manager	<a href="mailto:lpadickan@mstcindia.co.in">lpadickan@mstcindia.co.in</a> Ph- 07122550075, 09820158988
ii)	श्री सुशील नाले, उप प्रबंधक Mr. Sushil Nale, Dy. Manager	<a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a> Ph- 022-22883501 Extn: 31, 09987758430
iii)	सुश्री दिव्येंदु पॉल, उप प्रबंधक Ms. Divyendu Paul, Dy. Manager	<a href="mailto:dpaul@mstcindia.co.in">dpaul@mstcindia.co.in</a> Ph- 022-22823767 09831992269
iv)	सुश्री रूपाली पांडे, उप प्रबंधक Ms. Rupali Pandey, Dy. Manager	<a href="mailto:rpandey@mstcindia.co.in">rpandey@mstcindia.co.in</a> Ph- 022 22886268 Extn: 13, 9458704037
v)	श्री तन्मय सरकार, उप प्रबंधक Mr. Tanmay Sarkar, Dy. Manager	<a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a> Ph-022 22886268, 08349894664
एमएसटीसी सहायता केंद्र MSTC Help Desk	पंजीकरण/ Registration	सुश्री प्रणाली/ Ms Pranali 022-35134240
	ई-प्रोक्योरमेंट / e- procurement	022-22886268/ 22822789
	प्रधान कार्यालय/ Head Office	07969066600
	ईमेल/ email	<a href="mailto:helpdeskwro@mstcindia.in">helpdeskwro@mstcindia.in</a> , <a href="mailto:helpdeskho@mstcindia.in">helpdeskho@mstcindia.in</a>



		(कृपया ईमेल भेजते समय विषय के रूप में "हेल्पडेस्क" का उल्लेख करें/ Kindly mention "Helpdesk" in email Subject)
	<p>नोट- सभी तकनीकी मुद्दों के लिए सभी कार्य दिवसों पर सुबह 10 बजे से शाम 5 बजे तक संपर्क किया जा सकता है।</p> <p>Note- For all technical issues, you may contact the above from 10 am to 5 pm on all working days.</p>	
	<p><b>B) सिस्टम आवश्यकता / System Requirement:</b></p> <p>i) विंडोज 7 या उससे ऊपर ऑपरेटिंग सिस्टम Windows 7 or above Operating System</p> <p>ii) आईई -7 और ऊपर इंटरनेट ब्राउज़र IE-7 and above Internet browser.</p> <p>iii) हस्ताक्षर प्रकार डिजिटल हस्ताक्षर Signing type digital signature</p> <p>iv) सिस्टम में डाउनलोड और स्थापित करने के लिए नवीनतम अद्यतन JRE 8 (x86 ऑफ़लाइन) सॉफ्टवेयर Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p>	
2	<p>DSC के लिए "सुरक्षित मोड" को अक्षम करने के लिए हस्ताक्षरकर्ता बॉक्स में निम्नलिखित सेटिंग्स लागू की जा सकती हैं।</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <p>उपकरण =&gt; इंटरनेट विकल्प =&gt; सुरक्षा =&gt; यदि सक्षम किया गया है तो संरक्षित मोड को अक्षम करें- यानी, "संरक्षित मोड सक्षम करें" का उल्लेख करते हुए टिक बॉक्स से टिक हटा दें। अन्य सेटिंग्स:</p> <p>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning "Enable Protected Mode". <input type="checkbox"/> Other Settings:</p> <p>उपकरण =&gt; इंटरनेट विकल्प =&gt; सामान्य =&gt; "ब्राउज़िंग इतिहास/ ब्राउज़िंग इतिहास हटाएँ" =&gt; अस्थायी इंटरनेट फ़ाइलें =&gt; "हर बार जब मैं वेबपेज पर जाता हूँ" के तहत सेटिंग्स पर क्लिक करें।</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click on Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p>	



	<p>सभी active X नियंत्रणों को सक्षम करने और उपकरण→इंटरनेट विकल्प→कस्टम स्तर के तहत 'पॉप अप ब्लॉकर का उपयोग करें' को अक्षम करने के लिए (कृपया <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> पृष्ठ से एक बार आईई सेटिंग्स चलाएँ)</p> <p>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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
3	<p>तकनीकी-वाणिज्यिक बोली और मूल्य बोली <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> पर ऑनलाइन जमा करना होगा। निविदा में दिए गए अनुसार निर्दिष्ट तिथि और समय पर निविदाएं इलेक्ट्रॉनिक रूप से खोली जाएंगी।</p> <p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
4	<p>निविदा में सभी प्रविष्टियों को बिना किसी अस्पष्टता के ऑनलाइन तकनीकी और वाणिज्यिक प्रारूपों में दर्ज किया जाना चाहिए।</p> <p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
5	<p><b>लेन-देन शुल्क के प्रति विशेष नोट / Special Note towards Transaction fee:</b></p> <p>लेनदेन शुल्क ई-निविदा प्रक्रिया में भाग लेने के लिए अपने पोर्टल का उपयोग करने के लिए एमएसटीसी द्वारा लगाया जाने वाला पोर्टल उपयोग शुल्क है।</p> <p>Transaction fees is the portal usage charges levied by the MSTC for using their portal for participating in the e- tendering process.</p> <p>विक्रेता लॉगिन में "मेरा मेनू" के तहत "लेनदेन शुल्क भुगतान" लिंक का उपयोग करके लेनदेन शुल्क का भुगतान करेंगे। विक्रेताओं को इवेंट ड्रॉपडाउन बॉक्स से विशेष निविदा का चयन करना होगा। विक्रेता के पास एनईएफटी या ऑनलाइन भुगतान के माध्यम से भुगतान करने की सुविधा होगी। एनईएफटी का चयन करने पर, विक्रेता एक फॉर्म भरकर चालान उत्पन्न करेगा। विक्रेता चालान पर मुद्रित विवरण के अनुसार लेनदेन शुल्क राशि को बिना किसी बदलाव के भेज देगा। ऑनलाइन भुगतान का चयन करने पर, विक्रेता को अपने क्रेडिट / डेबिट कार्ड / नेट बैंकिंग का उपयोग करके भुगतान करने का प्रावधान होगा। एक बार जब भुगतान एमएसटीसी के नामित बैंक खाते में जमा हो जाता है, तो लेनदेन शुल्क स्वतः अधिकृत होगा और विक्रेता को सिस्टम जनित मेल प्राप्त होगा।</p> <p>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</p>



	<p>details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><u>लेन-देन शुल्क गैर-वापसी योग्य है। लेन-देन शुल्क के भुगतान के बिना एक विक्रेता के पास ऑनलाइन ई-निविदा तक पहुंच नहीं होगी।</u></p> <p><i>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</i></p> <p><u>नोट:</u> बोलीदाताओं को सलाह दी जाती है कि वे घटना के समापन समय से पहले लेनदेन शुल्क को अच्छी तरह से जमा करें ताकि बोली जमा करने के लिए खुद को पर्याप्त समय मिल सके।</p> <p><b>NOTE:</b> 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.</p>
6	<p>अपलोड की गई निविदाओं/शुद्धिपत्रों के बारे में सूचना निविदा को अंतिम रूप दिए जाने तक प्रक्रिया के दौरान ही ईमेल द्वारा भेजी जाएगी। इसलिए विक्रेताओं को यह सुनिश्चित करने की आवश्यकता है कि एमएसटीसी के साथ विक्रेता के पंजीकरण के समय प्रदान किया गया उनका कॉर्पोरेट ईमेल आईडी वैध और अपडेट किया गया है। विक्रेताओं से यह भी अनुरोध किया जाता है कि वे अपने डीएससी (डिजिटल हस्ताक्षर प्रमाण पत्र) की वैधता सुनिश्चित करें।</p> <p>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).</p>
7	<p>एनआईटी में उल्लिखित नियत तिथि और समय के बाद ई-निविदा तक नहीं पहुंचा जा सकता है।</p> <p>E-tender cannot be accessed after the due date and time mentioned in NIT</p>
8	<p><b>ई-निविदा में बोली / Bidding in e-tender :</b></p> <p>a) विक्रेताओं को ई-निविदा में ऑनलाइन बोली लगाने के लिए पात्र होने के लिए आवश्यक ईएमडी, निविदा शुल्क और लेनदेन शुल्क (यदि कोई हो) जमा करने की आवश्यकता है। निविदा शुल्क और लेनदेन शुल्क गैर-वापसी योग्य हैं। ईएमडी पर कोई ब्याज नहीं दिया जाएगा। असफल विक्रेता (ओं) का ईएमडी निविदा आमंत्रित करने वाले प्राधिकरण द्वारा वापस कर दिया जाएगा।</p> <p>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-</p>



refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली शामिल है।

The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) जिन विक्रेताओं ने लेनदेन शुल्क जमा किया है, वे केवल ई-प्रोक्योरमेंट [www.mstcecommerce.com](http://www.mstcecommerce.com) → पीएसयू/सरकारी विभागों के → एमएसटीसी वेबसाइट में इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली जमा कर सकते हैं → आरबीआई → मई मेनू → नीलामी फ्लोर मैनेजर → लाइव इवेंट → सचिव इवेंट के → चयन के तहत लॉगिन करें।

The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event

d) विक्रेता को जावा एप्लिकेशन चलाने की अनुमति देनी चाहिए। यह अभ्यास बोली तल खोलने के तुरंत बाद किया जाना है। फिर उन्हें सामान्य शर्तों / वाणिज्यिक विनिर्देशों को भरना होगा और उसी को सहेजना होगा। उसके बाद टेक्निकल बिड पर क्लिक करें। यदि यह आवेदन नहीं चलता है, तो विक्रेता अपनी तकनीकी बोली को सहेजने / जमा करने में सक्षम नहीं होगा।

The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run, the vendor will not be able to save/submit his Technical bid.

e) तकनीकी बोली भरने के बाद, विक्रेता को अपनी तकनीकी बोली रिकॉर्ड करने के लिए 'सहेजें' पर क्लिक करना चाहिए। एक बार ऐसा करने के बाद, वाणिज्यिक बोली लिंक सक्रिय हो जाता है। इसे भरना होगा और विक्रेता को अपनी वाणिज्यिक बोली रिकॉर्ड करने के लिए "सहेजें" पर क्लिक करना चाहिए। एक बार तकनीकी बोली और वाणिज्यिक बोली दोनों सहेजे जाने के बाद, विक्रेता अपनी बोली पंजीकृत करने के लिए "अंतिम सबमिशन" बटन पर क्लिक कर सकता है।

After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active. The same has to be filled and vendor should click on "save" to record their Commercial bid. Once both Technical bid & Commercial bid have been saved, the vendor can click on the "Final submission" button to register their bid

f) विक्रेताओं को दस्तावेज अपलोड करने के लिए डॉक बटन का उपयोग करने का निर्देश दिया जाता है। एकाधिक दस्तावेज अपलोड किए जा सकते हैं।





Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) सभी मामलों में, विक्रेता को अपनी बोली जमा करते समय डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।

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

h) पूरी ई-टेंडर प्रक्रिया के दौरान, विक्रेता एक-दूसरे के लिए और हर किसी के लिए पूरी तरह से गुमनाम रहेंगे।

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

i) ई-टेंडर फ्लोर पूर्व-घोषित तिथि और समय से और ऊपर उल्लिखित अवधि के लिए खुला रहेगा।

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

j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां विक्रेता पर कानूनी रूप से बाध्यकारी होंगी। एक बोली को उस विक्रेता द्वारा पेश की गई वैध बोली के रूप में माना जाएगा और खरीदार द्वारा इसे स्वीकार करने से आपूर्ति के निष्पादन के लिए खरीदार और विक्रेता के बीच एक बाध्यकारी अनुबंध होगा।

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

k) यह अनिवार्य है कि सभी बोलियां डिजिटल हस्ताक्षर प्रमाण पत्र के साथ प्रस्तुत की जाएं अन्यथा सिस्टम द्वारा इसे स्वीकार नहीं किया जाएगा।

It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

l) खरीदार बिना कोई कारण बताए निविदा को रद्द करने/ अस्वीकार करने / स्वीकार करने / वापस लेने / विस्तारित करने का अधिकार सुरक्षित रखता है।

Buyer reserves the right to cancel / reject / accept / withdraw / extend the tender in full or part as the case may be without assigning any reason thereof.

m) निविदा दस्तावेज के नियमों और शर्तों में कोई विचलन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-निविदा मंजिल में बोली प्रस्तुत करना निविदा के लिए नियमों और शर्तों की स्वीकृति की पुष्टि करता है।

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





9	इस निविदा से उत्पन्न कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित किया जाएगा। Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
10	तकनीकी और वाणिज्यिक नियमों और शर्तों में कोई विचलन की अनुमति नहीं है। No deviation in the technical and commercial terms & conditions are allowed.
11	निविदा आमंत्रित करने वाले प्राधिकारी को इस ई-निविदा को रद्द करने या बिना कोई कारण बताए बोली प्राप्त करने की नियत तिथि बढ़ाने का अधिकार है। The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12	विक्रेताओं से अनुरोध है कि वे विक्रेता गाइड पढ़ें और बोली लगाने से पहले सिस्टम से परिचित होने के लिए <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> पृष्ठ में वीडियो देखें। Vendors are requested to read the VENDOR GUIDE and see the video in the page <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> to familiarize themselves with the system before bidding.



## Section -E

### ई-निविदा में भाग लेने के लिए पात्रता मानदंड / Eligibility Criteria for participating in the e-Tender

(To be read in relevance to e-tendering process only)

1. Reserve Bank of India, Nagpur invites e-Tender in two parts for Annual Garden Maintenance contract for Banks various Offices/ Residential properties at Nagpur at an estimated cost of approximately Rs. 58 Lakh inclusive of all taxes.

#### **2. Eligibility Criteria for the tenderers: -**

Only Company/Firm/Agency who fulfill the following per-qualification criteria are eligible to apply:

A. having experience in field of development and maintenance of garden for at least five years (Work orders submitted in support of work experience must be issued before January 2020) and have executed similar work during previous five years (Work orders and work completion certificates submitted in support of work executed must be issued on or after January 2020) as follows:-

(i) At least 3 works of value not less than ₹23.20 lakh per annum

अथवा / Or,

(ii) At least 2 works of value not less than ₹29.00 lakh per annum

अथवा / Or,

(iii) At least one work of value costing not less than ₹ 46.40 lakh per annum.

B. Annual turnover for each of the last 3 years (Income Tax Year) i.e. 2022-23, 2023-24 & 2024-25 (Audited balance sheet duly certified by a Chartered Accountant or turn over certificate from a CA along with copies of ITRs shall be submitted) should not be less than ₹ 58 lakhs.

C. Must be solvent/ financially sound for carrying out the contract for works estimated to cost ₹ 58 Lakh.

D. Must have a self-owned full-fledged service setup at Nagpur.

All contractors fulfilling these criteria may apply for membership of MSTC entering web- portal as indicated in Section I of the tender and submit the documentary proof in the captioned criteria at the time of uploading of tender document.

3. The intended contractors should invariably furnish, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process along with the tender form.



S. No.	Information	Documents to be submitted
(a)	Composition of the firm	<p>Full particulars in format prescribed under <a href="#">Annexure-III</a> (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partners copy of the Articles of Association/ Power of Attorney/ another relevant document.</p> <p>In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc are required to be submitted.</p> <p>Copy of Registration Certificate of the Company/firm/agency issued by the relevant authority, Copies of E.P.F. Registration Certificate and E.S.I Registration Certificate and applicable tax registrations, viz., PAN, TIN, GSTIN, etc. should be submitted.</p>
(b)	Work experience and completion of similar work of specified value during the specified period.	<p>The Applicant should submit documentary evidence in support of minimum experience of 05 years of carrying out similar work (The applicant should have completed at least one similar work before January 01, 2020).</p> <p>Documentary evidence for having successfully completed qualifying works (of value as indicated under 2.A (i), 2.A (ii) or 2.A (iii) above and of similar nature) during last 05 years.</p> <p>Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience.</p> <p>The details along with documentary evidence of previous experience, if any, of carrying out Works for the Reserve Bank</p>



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S. No.	Information	Documents to be submitted
		<p>of India at any center, should also be given.</p> <p>Bank reserves the right to verify work experience claims made by bidder by nominating its representative for site visit.</p>
(c)	Details of the completed work during last 5 years.	<p>The client-wise names of work(s), year(s) of works execution of work (s), awarded and actual cost(s) of executed work(s), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in format prescribed under <a href="#">Annexure-IV</a>.</p>
(d)	Client Certificates	<p>Tenderers are informed that they have to submit Client certificates in format as prescribed under <a href="#">Annexure-V</a>) for each of the Prequalification work.</p> <p>Work orders and work completion certificates submitted towards qualifying works to fulfil the eligibility criteria of having completed minimum values of work as per clause 2(B) above have to be necessarily supported with Client certificates.</p> <p>Client certificate will be accepted only when it is Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU and is supported by adequate proof of payments received by the contractor for the work done by them.</p> <p>Client's Certificates issued by private organization shall be accompanied by TDS Certificates.</p> <p>All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.</p> <p>Applications/tenders received without certificates specified in the specified format will be rejected and Bank reserves the right to verify the submitted certificates independently. The Bank also reserves the right to obtain reports on the past performance of the tenderer from his clients.</p>



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various office buildings and residential properties of the Bank at Nagpur

S. No.	Information	Documents to be submitted
(e)	Name(s) and address (es) of the clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(f)	Credit worthiness of the contractor and their turnover during the specified period.	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders/ Income Tax Returns along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(g)	Name(s) and address (es) of the bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in format prescribed under <a href="#">Annexure-VI</a> .
(h)	Details of the bank accounts	Full particulars of their bank accounts, like account no., type, when opened etc., should be given.
(i)	Banker (Solvency) certificate	Should submit solvency certificate in format prescribed under <a href="#">Annexure-VII</a> issued by applicant's Banker specifically for the purpose of this work, for a minimum amount of ₹ 58,00,000/-  The Bank reserves the right to obtain reports on the past performance/ solvency of the tenderer from his bankers.
(j)	Service setup	Valid document in support of having full-fledged service setup/ nursery/ back office/ administrative office in Nagpur (from where required support in terms of manpower and supervision are provided during the contract period for the specified job).
(k)	Legal/ statutory Approvals	Tenderers should furnish an undertaking declaring that they have obtained all the required legal/ statutory approvals for carrying out this business at Nagpur along with all relevant valid documents.



e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

S. No.	Information	Documents to be submitted
(I)	Conviction in a court of law/ Blacklisting by any organisation/ Pending Civil Suits	<p>The tenderer shall have to submit an Undertaking declaring that they have not been convicted in a Court of Law or suspended / blacklisted by any organization on any grounds. The tenderer shall provide details if any civil suit is pending in any of the works executed.</p> <p>Concealment of facts and subsequent detections may lead to annulment of the contract / rejection of the bid forthwith.</p>

3.1 In the exceptional cases such as merger, acquisition, takeover etc., the intending tenderer may submit all the relevant documents for seeking any exemption/ deviation that it requests the Bank to consider. The Bank is not bound to accept such requests and reserves its right to allow or reject such exemptions/ deviations. The Bank's decision in this regard shall be final.

3.2 Intending tenderers need to upload relevant documents supporting their eligibility criteria and scanned copy of Earnest Money Deposit (NEFT statement/ Bank Guarantee/ Demand draft) along with Techno-commercial bid (Part-I) of the tender.

4. Earnest Money Deposit (EMD) of ₹ 1,16,000/- (Rupees One Lakh Sixteen Thousand only) shall be deposited through

- NEFT in favour of Reserve Bank of India, Nagpur in the A/c 8714295 & IFSC – RBIS0NGPA01 before 1100 Hrs on January 13, 2026,  
or
- in the form of an irrevocable Bank Guarantee issued by a scheduled bank in the Bank's standard proforma ([Annexure- I](#)). The Bank Guarantee (from Scheduled Commercial Bank) submitted towards Earnest Money deposit has to be valid for the validity period of the tender plus additional 45 days. In such case, the Bank Guarantee should be submitted to the Bank physically before 1100 Hrs on January 13, 2026,  
or
- in form of Demand Draft. In such case, the Bank Guarantee should be submitted to the Bank physically before 1100 Hrs on January 13, 2026.

Under no circumstances, EMD will be accepted in the form of fixed deposits of the bank, cheque or cash. The tenders not accompanied by the Earnest Money Deposit as prescribed in the tender, shall be treated as Non Bonafide tender and shall not be considered for acceptance.

5. In the event of intending tenderer's failure to satisfy the Bank with regard to the above



requirements, Bank reserves the right to reject his offer even after opening of Part-I of the tender and Part-II of the rejected tender will not be opened.

6. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. In such case, Part-II of the rejected tender will not be opened and EMD deposited by the concerned tenderer shall be returned. The Bank is not bound to assign any reason for doing so.

7. A bidder is liable for debarment/disqualification from bidding on the following grounds:

A. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

- a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) obstruction of any investigation or auditing of a procurement process.
- h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- i) failed to disclose conflict of interest.
- j) failed to disclose any previous transgressions made in respect of the provisions of sub- clause 7 (A) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

B. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard



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material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.

- C. If the bidder has been convicted of an offence- ((a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code/ Bhartiya Nyay Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

I/We hereby declare that I/we have read and understood the schedule of Eligibility Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature of tenderer with seal

Address:

Date:





## Section-F

### बोली मूल्यांकन मानदंड / Bid Evaluation Criteria

#### **1. Techno- Commercial Bid (Part- I) Evaluation**

- a. The technical bids shall be evaluated based on the available documents submitted by the bidder on MSTC.
- b. Bank may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders.
- c. Failure on the part of the bidder to provide such clarification/information/document within the stipulated time, may entail cancellation of the bid of such bidder.
- d. Any clarification submitted by a bidder that is not in response to a request by the Bank shall not be considered.
- e. The Client's request for clarification and the response shall be in writing through post or email.

#### **2. Price Bid (Part- II) Evaluation**

- a. The evaluation of the price bid will be considered for only those bidders who meet the eligibility criteria as mentioned in "Eligibility Criteria for participating in the tender" of tender document and provide documentary proof on MSTC in respect of the same.
- b. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Bank may, at its discretion, ask any bidder for a clarification of its bid.
- c. The clarification so called, should be given with detailed price analysis containing the cost of all the tools, equipment, machines, liveries, compliance of statutory requirements (Contractor All Risk Insurance, workmen compensation Act, Public Liability/ Third Party Insurance Policy, Bonus Act (if applicable) etc.) and other administrative charges etc. required to complete the work) and should be supported with quotations received from the suppliers/ providers of the above-mentioned goods and services.
- d. On scrutiny of the clarification so submitted, if the rates quoted by the tenderer are found not workable/ feasible, the Bank reserves its right to summarily reject such tender.
- e. Failure on the part of the bidder to provide such clarification within the stipulated time, may entail cancellation of the bid of such bidder.
- f. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered.
- g. The Client's request for clarification and the response shall be in writing through post or email.
- h. Price Bids shall be evaluated based on the rates quoted as percentage of the Fixed Rates mentioned in Part- II of the tender document.
- i. No deviation will be allowed on the fixed rates already mentioned by the Bank in the tender. Tenders having quoted rates below the prescribed minimum wages rates shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
- j. No request for any change in rate or conditions after the opening of the part II tender will be entertained.



- k. In case two or more tenderers become the lowest, for the purpose of selection of successful bidder, the tenderers becoming lowest bidders will be evaluated on the basis of following criteria:

**Criteria 1- Past Experience (in field of garden maintenance and horticulture)**

Evaluation will be done based on the oldest work order / agreement pertaining to garden maintenance and horticulture submitted by the bidder along with Part-I of the tender)

5-10 वर्ष / years	10 अंक / Marks
10-15 वर्ष / years	15 अंक / Marks
15-20 वर्ष / years	20 अंक / Marks
> 20 वर्ष / years	25 अंक / Marks

**Criteria 2- Average Turnover of Previous Three Financial Years**

Evaluation will be done based on Turnover certificates, ITRs, Profit & Loss and Balance statement for the last 3 financial year duly certified by a Chartered Accountant submitted by the bidder along with Part- I of the tender)

58 लाख / lakh- 1 करोड़ / Crore	10 अंक / Marks
1 करोड़ / Crore - 2 करोड़ / Crore	15 अंक / Marks
2 करोड़ / Crore - 3 करोड़ / Crore	20 अंक / Marks
> 3 करोड़ / Crore	25 अंक / Marks

**Criteria 3- Amount of Manpower on Rolls**

Bidders will be required to provide this information along with latest EPF/ ESIC statement in support of their claim whenever asked for)

15- 20	10 अंक / Marks
20- 40	15 अंक / Marks
40- 60	20 अंक / Marks



> 60	25 अंक/ Marks
<b>Criteria 4- Number of Similar works in hand</b>	
Bidders will be required to provide this information along with work order/ agreement, TDS certificates and Bank statement showing receipt of payment against the claimed work, whenever asked for)	
1-3	10 अंक/ Marks
3-5	15 अंक/ Marks
5-10	20 अंक/ Marks
> 10	25 अंक/ Marks

Upon evaluation of the lowest bidders based on the above criteria, the bidder with the highest marks will be declared successful in the tender process. However, Bank's decision in this regard will be final.

- l. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself, the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- m. The Tender along with the prices shall remain valid initially for a period of 3 months from the date of opening of Part – I (Technical Bid), which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.
- n. In case the Tenderer withdraws the bid during the validity period, the EMD furnished by the Tenderer shall be forfeited by the Bank.

I/We hereby declare that I/we have read and understood the Bid Evaluation Criteria and also have read and understood all the above conditions and the same shall remain binding upon me/us.

Signature of tenderer with seal

Address:

Date:



## **Section G**

### **काम का दायरा / SCOPE OF WORK**

The contractor will have to look after and maintain the lawn, garden, indoor plants, outdoor plants vertical gardens and trees (hereafter to be referred as Garden) in the open area/other specified areas of Bank's office premises and residential colonies.

The detailed terms and conditions of work are as follows:

1.1 The contractor should deploy the following minimum work force on retainer basis who shall attend the work for 8 hours per day for 6 days a week, while taking care of statutory provisions in this regard. The working time and days shall be as per the mutual understanding between the bank and the contractor. However, for the emergency works the staff must continue to work till the emergency work is over at no extra cost. The details of the premises and gardeners required are as under:

<b>Sr No</b>	<b>Location</b>	<b>Minimum requirement</b>	<b>Total</b>
1	Main Office Building (MOB)	1 Semi-skilled gardener/ supervisor 3 Un-skilled	4
2	Additional Office Building (AOB)	4 Un-skilled	4
3	Telenkhedi Road Staff Quarters (TRSQ)	2 Un-skilled	2
4	Amravati Road Staff Quarters (ARSQ)	2 Un-skilled	2
5	Atrey Layout Staff Quarters (ALSQ)	2 Un-skilled	2
6	Byramaji Town Officers' Quarters (BTOQ)	1 Un-skilled	1
		<b>Total</b>	<b>15</b>

The Supervisor should be experienced (and will be responsible for supervising garden maintenance activities at all premises. The Supervisor should be provided with active mobile phones available on site for taking instruction from Bank's officials/caretaker and supervise the work at all premises. The contractor may engage additional work force as and when required to meet the above job requirements for which no extra payment will be made to the 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 contractor.



## 1.2 Maintenance work

**1.2.1 Regular Maintenance:** The Maintenance work is required to be carried out in relation to the entire lawn, plants/trees/shrubs/ground covering plants, on the fences, indoor areas, office desks 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 garden/lawn/plants/pots/ vertical garden etc. Apart from the above, the day-to-day maintenance work includes the following:

- a) Taking care of all trees, shrubs, hedges, plants etc. of the Bank's premises;
- b) Taking care of flower beds, lawn and fence tops of the Bank's premises;
- c) Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration;
- d) Providing of fertilizers and spraying of pesticides, providing manure & red earth etc. at regular intervals/ as instructed by the bank for proper growth of all the lawn, plants, tree, vertical garden/ indoor arrangement, tabletop/ desk plants etc. as required at site
- e) Regular uprooting of all kinds of weeds; Removal of unwanted wild grass or growth or control by use of suitable environment friendly chemicals,
- f) Removal of unwanted bushes from the Bank's premises including the building walls and roof tops.
- g) 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 red soil and manure to the roots of the plants wherever necessary. Removal of tree leaves / branches on the roof of parking shades quarterly.
- h) Keeping the lawn area, garden and the surroundings in a neat and clean condition; regular trimming of plants, bushes and trees, levelling the lawns and other garden area and disposal of waste outside Bank's Premises.
- i) Replacing of dead, deceased plants i.e. trees, shrubs, creepers, succulents, flowering plants, lawns and ground covers etc. (Including indoor, tabletop/ desk plants). Replacing vacant patches anywhere in the premises including the potted ones when and where it occurs. In the event any pot is broken due to negligence of gardening staff, same needs to be replaced with new ones of same quality by the contractor.
- j) Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer



gap for the next job. Pruning/cutting of unwanted/dead/broken/ branches of trees etc. and the disposal of out of Premises including the permission of Local Authority wherever required at least twice in a year or as and when required. If requires additional manpower may be deployed for all such works at no extra cost.

k) Overgrowing trees from own / neighboring gardens spreading on to / within the Bank's premises will have to be pruned 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. **If any permission is required from the Forest / Municipal Authorities, the contractor will have to arrange the same at his own cost. No trees shall be cut without prior approval of the Bank and permission from the Forest / Municipal Authorities, whenever the same is required.** No additional payment will be made for cutting / pruning of trees once the permission from competent authorities have been obtained. This will also include engagement of additional and /or specialized labour and /or equipment for carrying out the task, expenses of which must be borne by the contractor. Disposal of the garden waste in terms of pruned foliage, branches etc must be removed from the premises on the same day or at max, within two working days. This shall be done at no additional cost.

l) Any gap on hedges or elsewhere will have to be filled up within a week.

m) Performing all such other relevant maintenance services in accordance with applicable laws, Bank's instructions including complying with all legal formalities required in engaging suitably experienced gardeners;

n) The drains of the garden are to be maintained well so that the drainage water freely flows out of the Bank's premises without any stagnation/clogging.

o) In case any plant existing at the time of award of the work order dies during the period of AMC, the contractor shall arrange to replace the same without additional cost, if any.

p) The flower/plant pots are to be kept in corridors of Main Office building and Visiting Officers' flats (VOFs)/Transit holiday homes/Dispensary/Gym room etc. at colonies and the same are to be periodically shifted to outside and re-shifted back. The contractor should maintain a nursery at designated location(s) for storing sufficient number of potted plants (ornamental) for periodic replacement of plants.

q) The artificial plants if any provided in the corridors of office building, VOFs and other places are to be cleaned regularly.

r) The Bank may purchase new plants/ shrubs/ lay new grass/ trees to enhance the quality and size of the garden in the open compound. Whenever such purchases are made, the contractor



shall arrange to implant them on the ground/ in pots as desired by the Bank and maintain the same without any extra cost. Seasonal flowering plants would be provided by the contractor throughout the year for offices and colonies. Once the season of such plants is over, the plants should be removed, and the flower beds must be prepared for the next season's plants. The intending tenderers are advised to conduct a site visit before submitting their bids to properly assess the Bank's requirements.

s) The contractor should cut and remove dead wood from plants, trees, fallen trees and should also remove them from the Bank's premises at his own cost and as per the extant Municipal guidelines.

t) The contractor should visit the site regularly and ensure lush green maintenance of the horticulture work in all premises through the year through his deployed staff.

u) The contractor is also required to arrange for removal of beehives from Buildings/ trees/ plants in any of the properties at no extra cost.

v) New Plants – The work involves plantation and maintenance of new plant/sapling at desired place/places. Cost of new plant/ sapling will be reimbursed by the Bank subject to prior approval of the rates of plants, sapling etc by the Bank's official.

w) The Contractor shall be required to maintain all the work for a period of 12 months, and he shall be responsible to replenish the dead plants free of cost during the maintenance period. During this period the Contractor shall take care of entire plantation on day-to-day basis.

x) During the natural calamity/cyclone etc. if any tree falls the cutting disposal of the same in coordination with P & SO and approval of statutory authorities is also part of the scope and contractor may include the cost for the same.

y) Making necessary pits, trenches and filling with suitable garden earth/soil, fertilizer, insecticide etc. for plants, shrubs etc. as and when required.

**The following standards need to be maintained for Garden Maintenance work by the contractor:**

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

**Farmyard manure:** It shall be well decomposed manure in dry condition and free from unwanted debris.





**Lawn:** 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.

**Vertical Garden/ Indoor Arrangement:** Watering / maintenance / cleaning on daily basis. Maintenance of vertical panel/ indoor arrangement as and when required or directed by the Bank. Removal & replacement of dead plants/pots /soil/manure as and when required.

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

**Biofertilizer:** Bio organic liquid fertilizer containing balanced NPK (Nitrogen, Phosphorus, potassium) in ration of 19-19-19 to enhance plant growth and overall plant health.

### 1.2.2 Other (seasonal) Maintenance:

- a) Tree Pruning, cutting and dressing bushes and plants should be done at regular intervals, strictly ensuring no damage to the beauty & aesthetics of the hedges & plants on all sides.
- b) Mowing and pruning of the grass/ lawns everywhere should be done whenever required or at least once in a month by keeping it aesthetically decent.
- c) The dried leaves, mowed grass etc. should be carted on a daily basis to the Organic Waste Converters without causing any damage / inconvenience to the Bank's employees and residents or Public in the surroundings.
- d) Insecticides/ Pesticides should be applied to control pests and cure the insect infections. Organic pesticides like Neem oil can be sprayed periodically to prevent & cure contamination at no extra cost.
- e) Suitable and seasoned bio-manure / cow dung / compost / fertile red soil should be provided to the plants as and when necessary or at least twice in a year at no extra cost.
- f) Erosion of soil on any part of the garden due to rain or for whatsoever reason will have to be filled up with good red soil and ground should be levelled at no extra cost.
- g) All garden tools like hose pipes for watering, portable sprinklers, lawn mowers etc. is required to be brought and maintained in adequate quantity by the contractor at his own cost.**
- h) The successful tenderer must co-operate with any other contractor appointed by the Bank so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Bank's Officials.
- i) Coloring of trees, flower beds, earthen pots and tree bunds up to 4 feet height from ground





level using geru and white lime up to 3 feet and white-wash 1 foot twice a year (preferably during Independence Day and Republic Day or as required by the Bank) at no extra cost.

j) Draining out water from the sumps of outdoor fountains and clean the same by removing the algae, fungus, etc. twice every month and as and when directed. The water drained out to be used for watering the lawns, plants etc. The contractor will also have to fill water in the tanks of indoor fountains daily and keep them clean.

2. The contractor will have to comply with the "Safety Code" as well as "Frequency of Work" as mentioned below.

#### **A. SAFETY CODE**

a) There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

c) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.

d) Additional safety net is to be provided to cover the external work and to avoid any injury to the occupants of the colony.

e) Best quality fertilizers and materials should be used.

f) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

#### **B. INDICATIVE FREQUENCY OF WORK**

##### **(a) Mowing of lawns & cutting of hedges, edges and shrubs:**

Mowing of lawns with mower twice in a month from July to October and once in every month for the remaining year or as directed by the Bank's Official from time to time. Scrapping the lawns once in a year and redoing the same including leveling etc. Replacement of mortalities by providing and planting new grass (dools etc.) in patches free of cost as and when required and disposal of mowed grass outside the Bank's Premises.

**(b) Cleaning of Hedge and Edge:** Once in every month

**(c) Irrigation:** Flower beds, shrubs, hedges, edges, flowerpots, indoor plants, tabletop/ desk



plants etc. will be irrigated according to day-to-day 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. Dried up / withered /infected plants will not be acceptable to the Bank and such number of plants will be replaced by fully grown healthy plants by the vendor at no additional cost.

**(d) Maintenance of flower beds, etc.:** Cutting of plant, root opening, filling of the bed and application of manure and fertilizers as when required or as directed by the Bank's Official.

**(e) Maintenance of green belts:** Mowing, trimming, filling of the beds and application of manure and fertilizers as and when required.

**(f) Application of fertilizer:** Bio organic liquid fertilizer containing balanced NPK (Nitrogen, Phosphorus, potassium) in ration of 19-19-19 to enhance plant growth and overall plant health will be provided for indoor plants, tabletop/ desk plants by the contractor at no additional cost and will be applied at least once in 15 days. Good quality organic compost & manure will be provided by the contractor at no additional cost for top dressing of lawn and flowers to be applied at least once in 15 days with a combination for growth promoters, chemical fertilizers, etc as and when required. The vendor shall give proof of such application to the Bank.

**(g) Spraying of Insecticide, fungicide and termite treatment:** Eco- friendly Insecticide, fungicide and termite treatment liquid shall be sprayed as and when required at no additional cost. The spraying machine shall be provided by the Contractor. The vendor shall give proof of such application to the Bank.

**(h) Maintenance of open space:** Area should always be clean, and no vegetation and wild growth shall be allowed. Regular cleaning of garden paths and all garden area will be ensured by regularly sweeping, removing dried leaves, branches of trees etc. from sites.

**(i) Maintenance of potted plants:** Potted plants will be maintained by the contractor. The planter / potholders shall be cleaned and maintained by the contractor. The contractor will use grafting method to create new plants for rotation purpose. The contractor will ensure regular changing/ Replacement pots of plants kept inside the Bank premises for keeping them in sun etc. and maintaining their freshness by proper watering, spraying and mopping of leaves etc. Damage to any planter/ potholder will be charged to the contractor. Contractor will replace damaged earthen pots and wilted plants free of cost as and when required. Also, the tabletop/ indoor plants kept in the senior officer's cabins, office desks, rest rooms etc will be maintained.

**(j) Maintenance of Vertical Garden/ Arrangement:**

Removal & replacement of dead plants/pots / manicure /soil/manure as and when required or directed by the Bank. Watering / maintenance / cleaning on daily basis. Maintenance of vertical



panel/ arrangement as and when required or directed by the Bank.

**(k) Periodicity of Garden Maintenance Activities:**

Periodicity	Activities
Daily	<ul style="list-style-type: none"><li>• Watering of all indoor and outdoor plants/ trees/ lawn (as per requirement).</li><li>• Removal of the dead leaves, cleaning of the area, disposal of waste and dead leaves, twigs, garbage.</li></ul>
Weekly	<ul style="list-style-type: none"><li>• Rotation of all indoor plants and tabletop/ desk plants.</li><li>• Application of liquid nutrients for indoor plants.</li><li>• Spraying fungicides for lawn (during monsoon season)</li><li>• De-weeding of lawn grass.</li></ul>
Fortnightly	<ul style="list-style-type: none"><li>• Spraying of 19-19-19 Biofertilizer.</li><li>• Grass lawn mowing (July to October)</li><li>• Honing of plants</li></ul>
Monthly	<ul style="list-style-type: none"><li>• making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary.</li><li>• Grass lawn mowing (during Winter &amp; Summer)</li><li>• Pruning of trees, Cleaning of Hedges</li><li>• Application of nutrients for lawn.</li></ul>
Half Yearly (before Republic Day and Independence Day)	<ul style="list-style-type: none"><li>• Terracotta and white lime painting of pots plants.</li><li>• Geru and white lime painting of tree trunks.</li><li>• 100 flowering plants (50 each at MOB and AOB)</li></ul>



**3. The premises-wise list of number of Trees, tabletop/ Indoor plants, indoor Arrangement/ Vertical Garden plants to be maintained by contractor:**

Sr No.	Premises	Outdoor Trees/ Plants	Tabletop/ Indoor Plants	Indoor Arrangement/ Vertical Garden plants
1	MOB	1850	500	150
2	AOB	1700	200	450
3	TRSQ	900	-	-
4	ARSQ	800	-	-
5	ALSQ	500	-	-
6	BTOQ	550	-	-

It may be noted that the above list is indicative only and is not meant to be exhaustive. Bank may, as per its requirement, direct the contractor to maintain variety of plants other than indicated above in Bank's premises.

**5. Supply of Seasonal Flower plants/ Saplings in Office Buildings and Residential Colonies:**

- (a) The contractor shall supply seasonal flower plants, saplings of seasonal flowers as per the table in para 5.1. 25 % of total seasonal plants supplied should be flowering plants with size 6 to 8 inches and remaining 75% should be healthy and strong saplings. Dead flowering plants/ saplings should be replaced with new ones of same quality by the contractor at no extra cost. The contractor should maintain a nursery for storing sufficient number of potted plants/ seasonal plants for periodic replacement.
- (b) Supply, placing and maintaining the Seasonal flower plants with pots & plates thrice a year (every Four months) as per table in para 5.1.
- (c) The rate shall be quoted on per season basis for total number of Seasonal flower plants on Lump-sum basis. Supply of good earth and manure, Spraying Pesticides as per the requirement.
- (d) **Total number of Seasonal flower plants in Office Buildings and Residential Colonies = 5,000 Nos. per season.**
- (e) Summer Seasonal Flower plants should be supplied by the contractor by 15<sup>th</sup> of April every year, Monsoon Seasonal Flower plants should be supplied by the contractor by 15<sup>th</sup> of July every year and Winter Seasonal Flower plants should be supplied by the contractor by 15<sup>th</sup> of October every year.

**5.1 Premises wise Schedule of Quantity of Seasonal Flower Plants to be provided by the contractor:**



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Sr No.	Premises	Seasons	Type of flower plant with Quantity
1	Main Office Building  (Total 1000 plants per season)	Summer	Gaillardia- 250, Daisy- 250, Remaining 500 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 250, Zinnia- 250, Remaining 500 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 500, Remaining 500 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.
2	Additional Office Building  (Total 1000 plants per season)	Summer	Gaillardia- 250, Daisy- 250, Remaining 500 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 250, Zinnia- 250, Remaining 500 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 500, Remaining 500 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.
3	TRSQ (Total 750 plants per season)	Summer	Gaillardia- 187, Daisy- 187, Remaining 376 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 187, Zinnia- 187, Remaining 376 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 325, Remaining 325 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.
4	ARSQ (Total 750 plants per season)	Summer	Gaillardia- 187, Daisy- 187, Remaining 376 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 187, Zinnia- 187, Remaining 376 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 325, Remaining 325 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.



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various office buildings and residential properties of the Bank at Nagpur

Sr No.	Premises	Seasons	Type of flower plant with Quantity
5	ALSQ (Total 500 plants per season)	Summer	Gaillardia- 125, Daisy- 125, Remaining 250 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 125, Zinnia- 125, Remaining 250 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 250, Remaining 250 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.
6	BTOQ (Total 500 plants per season)	Summer	Gaillardia- 125, Daisy- 125, Remaining 250 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 125, Zinnia- 125, Remaining 250 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 250, Remaining 250 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.
7	Madhuban (Total 500 plants per season)	Summer	Gaillardia- 125, Daisy- 125, Remaining 250 flower plants- Mix of Gomphrina, Sunflower Dwarf, African Marigold, Holi hox, Rajnigandha.
		Monsoon	Cosmos- 125, Zinnia- 125, Remaining 250 flower plants- Mix of Verbena, African Marigold, Dahlia, Balsam hybrid.
		Winter	Petunia 10 Varieties- 250, Remaining 250 flower plants- Mix of- Virca Hybrid, Aster, Anthuriums, Pansy, Dianthus, Marigold – Hybrid, Dog flower, Chrysanthemum.

It will be the sole responsibility of contractor to grow & develop good number of flower beds all around the Bank's premises, to maintain all soft areas in between the existing trees, shrubs, creepers, ground covers and lawns and areas where plants are not there in the Banks premises as per direction of Caretaker/Security Officer. The rate shall include cost of Manures, fertilizers, insecticides, pesticides, black/ red fertile soil etc.



## Section H

### श्रमिकों से संबंधित नियम और शर्तें / TERMS & CONDITIONS RELATED TO WORKERS

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

Sr No	Location	Minimum requirement	Total
i.	Main Office Building (MOB)	1 Semi-skilled gardener/ supervisor 3 Un-skilled	4
ii.	Additional Office Building (AOB)	4 Un-skilled	4
iii.	Telenkhedi Road Staff Quarters (TRSQ)	2 Un-skilled	2
iv.	Amravati Road Staff Quarters (ARSQ)	2 Un-skilled	2
v.	Atrey Layout Staff Quarters (ALSQ)	2 Un-skilled	2
vi.	Byramaji Town Officers' Quarters (BTOQ)	1 Un-skilled	1
		<b>Total</b>	<b>15</b>

- The workers to be engaged by the contractor should have experience of gardening / landscaping, etc. to perform their duties satisfactorily. They (i.e. gardeners/supervisors) should be skilled, trained, strong, healthy and medically fit, alert, polite, courteous and able to perform their duties diligently. The workers should be in uniform and disciplined. Any discourteous behavior on their part may lead to termination of the contract to be entered into by the contractor.
- In the course of their activities, the gardeners, other workers shall not spoil the landscape garden, plants, trees, shrubs, potted plants etc. in the Bank's premises in any manner whatsoever. They shall not disturb / cause any inconvenience to the Bank's officials, other residents of the Bank's premises or any third party or their property in any case.
- The contractor shall, on the request of the Bank, immediately dismiss any of the workers/ gardeners or any person/s engaged by them to carry out the above jobs, who, in the opinion of the Bank, is unsuitable or incompetent for the work entrusted. Further if any of the workers/ gardeners commits any misconduct, such person/s shall not be employed again by the contractor without the permission of the Bank. Suitable replacement in this regard will be made immediately.





5. **Antecedent and Police Verification of Contract Staff:** The contractor shall ensure that the workers employed have not been convicted by a court of law/ do not have criminal record or criminal proceeding against them. Full biodata (in format as prescribed under [Annexure-I](#)), including passport size photograph, of each employee/ worker employed for the job shall be submitted to the Bank. Police verification of the contract labour will be provided by the contractor to the Bank before engaging them to the Bank. Contractor shall also ensure timely renewal of police verification of each employee/ worker employed for the job throughout the contract period. Also, in the event of change in any contract labour, the same has to be intimated to the Bank in advance along with all the antecedents and Police Verification related documents of the new labour to be employed.
6. Further, the contractor shall ensure adherence to all the government laid guidelines and legal procedures while removing any contract labourer from service. The contractor shall not engage any person having a criminal record / conviction record and shall bar any such person from participating directly or indirectly in rendering the maintenance services to the Bank. The contractor shall arrange to carry out police verification of the workers to be employed by him and submit the verified documents to the Bank.
7. Contractor shall maintain the register as prescribed by the Bank for recording the day-to-day attendance of the workers to be engaged by them and the workers so engaged shall report every day to the caretaker/ Assistant Caretaker or any officials of Staff Quarters/Officers Quarters/Main Office Premises of the Bank designated for the purpose and take instructions, if any.
8. Contractor will provide a photo identity card to each garden staff employed. A uniform must be provided to each garden staff. The uniform for male staff will be full pants and full/ half shirt with a logo of the firm (contractor) and a badge mentioning "Gardening Staff", Jacket/ pullover / sweater during winters and a raincoat for rainy season. The uniform for the female staff will be an overcoat/ apron (to be worn over their dress) with a logo of the firm (contractor) and a badge mentioning "Gardening Staff", Jacket/ pullover / sweater during winters and a raincoat for rainy season. Further, Rubber hand gloves, face mask, gumboots and must be provided by the contractor.
9. The contractor must bear the cost of the uniform. The same will not be reimbursed by the Bank. Also, it should not be charged to the staff employed.
10. The contractor shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Bank's Liability Act, 1938; Employment of Children Act, 1938, Maternity





Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under.

11. The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts/ rules/regulations and/or any bye-laws framed thereunder, the Bank 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 contractor's monthly payment and Security Money Deposit.

## 12. Insurance

- a) The successful tenderer shall take "all risk (CAR) policy" for the contract value, "third party / public liability " for the contract in the joint names of the Bank and the Contractor (name of the former being placed first in the policy) and "workmen compensation policy" for the workers engaged in the work (Name and location of the work must be mentioned clearly in the insurance policy). The Minimum cover under third party / public liability shall be for a minimum of Rs.2.00 lakh per accident, for up to 5 accidents during execution of work. The Minimum cover under (Workmen Compensation Policy) shall be in accordance with the minimum wages paid to the workman deployed for the fulfilment of the contract.
- b) 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's employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the 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 or other inclemency of weather. 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 Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

**Note:** These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or by revoking PBG.

13. The Bank shall not accept any claim in the event of any worker / gardener sustaining any injury,



damage or loss to either his person or property either inside or outside the Bank's premises. If any worker engaged by the contractor is injured or rendered partially / permanently disabled / indisposed due to any reason such as disease, accident, fire etc. during the working hours, it shall be the sole responsibility of the contractor to take care of them and pay necessary compensation to such worker as per relevant labour laws including all medical expenses, legal expenses etc. and the Bank shall not hold any responsibility in this regard whatsoever.

14. The contractor will have to submit the details of proof towards payment of ESI/PF contribution for his workers (if applicable), and payments of wages through Bank Accounts etc. at the time of submitting the bills to the Bank for payment.

**15. The cost of following items of work should also be included in the quoted rates:**

- i. The following Registers shall be maintained by the Contractor at colonies
  - Attendance Register
  - Register of plant replacement / new additions as per Bank's prior approval
  - Routine/ preventive/periodic maintenance work register
  - Any other logbooks as directed by Protocol & Security In charge
- ii. Providing of all essential tools to his staff for day-to-day maintenance & emergency.
- iii. Providing of all safety equipment's, material to his staff.
- iv. Providing **uniform, safety shoes, insulated gloves, raincoats, caps, umbrellas, torch etc.** to his all staff.
- v. Provide necessary training to his staff on quality, safety & technology.
- vi. If any staff is on leave/absent from the prescribed minimum strength, the contractor should provide replacement immediately with equally qualified & experienced person at no extra cost.
- vii. The rates shall also include transportation, loading and unloading, freight charges, transit insurance, Workmen compensation policy, Third Party Liability policy, Contractors all risk policy, Bonus payment to vendors (if applicable) etc.
- viii. RBI reserves the right to ask contractor to supply additional manpower as required by RBI depending upon site requirement for execution of the work mentioned in the scope of work without any additional cost.
- ix. The list is only indicative. Any maintenance work not specifically mentioned above but required



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for the proper maintenance of the gardens and for the satisfaction of the occupant/complainant will be considered in part of scope of work.

x. The Firm has to depute sufficient workers on Sunday /Bank holidays, if Bank desires & in case of emergency/ for very essential work/ breakdown etc., without extra charges/ payment.

xi. Labourers/ Workers if deployed on National Holidays shall be compensated appropriately by contractor and the invoice for charges/expenditure for the same is to be submitted separately along with the proof of remitting such compensation to the labourers.

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

Signature of tenderer with seal

Address:

Date:



## **Section I**

### **करार की शर्तें / ARTICLES OF AGREEMENT**

#### **(Bank reserves the right to further modify/revise/change the content of the agreement)**

यह करार नागपुर में वर्ष दो हजार छबिस के .....महीने के .....दिन एक भाग के रूप में भारतीय रिज़र्व बैंक, केंद्रीय कार्यालय फोर्ट, मुम्बई में तथा एक कार्यालय नागपुर में है, जो सुश्री संगीता लालवानी, क्षेत्रीय निदेशक, भारतीय रिज़र्व बैंक, नागपुर- 440001 द्वारा प्रतिनिधित्व है (जिसे इसके बाद “बैंक” कहा गया है) तथा दूसरे भाग के रूप में ..... (प्रोपराइटर/ पार्टनरशिप फर्म/ कम्पनी का नाम), जो कि कम्पनी अधिनियम के प्रावधानों के तहत निगमित है और जिसके पंजीकृत कार्यालय का पता ..... है, जिसका प्रतिनिधित्व ..... (इसके बाद “ठेकेदार” कहा गया है) के द्वारा किया जा रहा है, जो अपने निदेशक मंडल द्वारा यह करार संपादित करने के लिए प्राधिकृत है के बीच निष्पादित किया गया है।

This AGREEMENT is made at Nagpur on this \_\_\_ day of \_\_\_\_\_, Two Thousand Twenty-Six between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Nagpur, represented by its authorized officer Ms. Sangeeta Lalwani, Regional Director, Reserve Bank of India, Nagpur-440001. (hereinafter called “the Bank”) on the one part and \_\_\_\_\_ (proprietorship/partnership firm/ Company), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at \_\_\_\_\_ (hereinafter called “the Contractor”) represented by Shri ..... who is authorized to enter this agreement by its Board of Directors on the other part.

जबकि बैंक “नागपुर में बैंक के विभिन्न कार्यालय और आवासीय संपत्तियों में उद्यान रखरखाव के लिए वार्षिक रखरखाव अनुबंध के लिए एक ठेकेदार नियोजित करने के लिए इच्छुक है और संबंधित कार्य की आवश्यकताओं और विनिर्देशों का निर्धारण बैंक के प्रबंधक के द्वारा या उसके निर्देशों के अधीन कर लिया गया है।

AND WHEREAS the Bank has intention of engaging a contractor for Annual Maintenance Contract for Garden Maintenance at Banks’s Various Office and Residential Properties at Nagpur has caused requirements and specifications describing the works to be done to be prepared by or under the direction of Bank’s Manager.

तथा जबकि बैंक ने पात्र ठेकेदारों से “नागपुर में बैंक के विभिन्न कार्यालय और आवासीय संपत्तियों में उद्यान रखरखाव के लिए वार्षिक रखरखाव अनुबंध” के कार्य, जैसा कि निविदा के साथ संलग्न कार्य का दायरा और अन्य दस्तावेज में दर्शाया गया था, के लिये निविदा आमंत्रित किये थे।

AND WHEREAS the Bank had called for tenders from eligible contractors Annual Maintenance Contract for Garden Maintenance at Banks’s Various Office and Residential Properties at Nagpur as has been indicated in the scope of work and other documents attached to the tender.

तथा जबकि, तथाकथित शर्तों को एतद द्वारा दोनो पक्षों द्वारा अथवा उनकी ओर से हस्ताक्षरित किया गया है।



AND WHEREAS the said conditions have been signed by or on behalf of the parties hereto.

तथा जबकि ठेकेदार इसमें उल्लिखित “नियम और शर्तों”, “निविदाकर्ताओं को सामान्य निर्देश और अनुबंध की विशेष शर्तें”, “कार्य का दायरा” और बाकि सभी शर्तों (इसके बाद समग्र रूप से “उल्लिखित शर्तें” कहा गया है) को पालन करने और इसके अधीन रहने पर सहमत है तथा उक्त मात्राओं की सूची में उल्लिखित कार्यों के लिए निर्धारित दरों पर भुगतान के लिए देय (अब इसे “ अनुबंध राशि” कहा जाएगा) राशि पर उक्त कार्यों का निष्पादन करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein, and to the General Instructions to Tenderers’ and Special Conditions of the Contract, Terms and Conditions of Contract, Scope of Work and Schedule of Quantities set forth in the tender document, (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon in the said Schedule of Quantities at the respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as “the said Contract Amount”).

**A. अब निम्नानुसार सहमति बनी है:-**

**NOW IT IS HEREBY AGREED AS FOLLOWS**

1. यह करार \_\_\_\_\_ से प्रभावी होगा और 31 मार्च, 2027 तक लागू रहेगा और दोनों पक्षों की आपसी सहमति के अनुसार ठेकेदार द्वारा प्रदान की गई संतोषजनक सेवाओं के अनुसार वार्षिक रूप से दो और वर्षों तक बढ़ाया जा सकता है, के, , जब तक कि इसे इसके अधीन शर्तों के अनुसार समाप्त नहीं किया जाता है। अनुबंध का नवीनीकरण अनुबंध की अवधि समाप्त होने के बाद, वार्षिक आधार पर, समान नियमों और शर्तों पर किया जा सकता है। निविदा दस्तावेज में निहित सभी नियम और शर्तें और इस संदर्भ में जारी किये गये कोई स्पष्टीकरण (शुद्धिपत्र) इस करार के भाग माने जायेंगे और सभी पक्षों पर लागू होंगे। साथ ही, वार्षिक नवीनीकरण के दौरान न्यूनतम मजदूरी अधिनियम, 1948 के प्रावधानों के तहत जब भी मुख्य आयुक्त (केंद्र सरकार) द्वारा अधिसूचना जारी की जायेगी, उद्यान रखरखाव के कार्य के लिये नियुक्त श्रमिकों के अनुसार मूल्य में वृद्धि/ बढ़ोतरी की जायेगी। उक्त अधिसूचना में उद्यान रखरखाव हेतु पृथक वर्गीकरण नहीं होने की स्थिति में Building operations वर्ग हेतु अधिसूचित न्यूनतम मजदूरी दरों के आधार पर मूल्य में वृद्धि/ बढ़ोतरी की जायेगी।

This agreement will come into effect from \_\_\_\_\_ and will remain in force up to March 31, 2027 and annually extendable up to two more years, subject to mutual consent of both parties, satisfactory services rendered by the Contractor, unless it is terminated as per the terms hereinafter contained. The renewal of the contract can be done after the expiry of the contract period, on an annual basis, on the same terms and conditions. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. Also, during annual renewal escalation/increase should be given for Deployment of Garden Maintenance Staff whenever the notification issued by Chief Commissioner (Central Government) under the provision of Minimum Wages Act 1948. In case, there is no separate classification of Garden Maintenance workers in such notification, the escalation/increase should be given based on



minimum wages notified for Building operations category.

2. ₹ \_\_\_\_\_ ( \_\_\_\_\_ रुपये मात्र) का प्रभार श्रमशक्ति और उद्यान रखरखाव के कार्य को कुशलतापूर्वक पूरा करने के लिये प्रयुक्त सामाग्रियों के सहित होगा और इसका भुगतान मासिक आधार पर बिल/ चालान जमा करने पर किया जायेगा। रखरखाव सेवाएं संतोषजनक रूप से प्रदान किए जाने की पुष्टि पर बैंक के अधिकारियों द्वारा विधिवत प्रमाणित किए जाने के बाद इस प्रभार का भुगतान किया जाएगा, जिस पर वैधानिक कटौतियाँ लागू होंगी।

The charges of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) will be inclusive of manpower and Materials used for efficient rendering of the garden maintenance services and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, subject to statutory deductions

3. बैंक ठेकेदार को उक्त अनुबंध राशि अथवा अन्य ऐसी देय राशि का भुगतान उल्लिखित शर्तों के आधार पर करेगा।

The Bank shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

4. यह प्रभार अपरिवर्तनीय हैं और श्रमिकों की स्थिति, विनिमय में बदलाव या ऐसी किसी अन्य परिस्थितियों में परिवर्तित नहीं होगी।

The charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.

5. उपर्युक्त प्रभार में जीएसटी, बीमा प्रभार और अन्य कर, शुल्क या अन्य लेवी समाहित हैं, भले ही वह वर्तमान में लागू हों अथवा भविष्य में केंद्र सरकार, राज्य सरकार अथवा किसी स्थानीय प्राधिकरण द्वारा वसूले जाएँ।

The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.

6. ठेकेदार नियमित आधार पर कार्य के दायरे और अनुबंध के नियम एवं शर्तों के अनुसार सेवाएं प्रदान करने के लिये जिम्मेदार रहेगा।

The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

7. उल्लिखित शर्तों में "बैंक के प्रबंधक/ प्रबंधक/ प्रभारी प्रबंधक" का तात्पर्य ऐसे अधिकारी अथवा बैंक के किसी अन्य उत्तराधिकारी से होगा जिसे बैंक द्वारा इस प्रयोजन के लिए नामित किया जायेगा और वह "बैंक के प्रबंधक/ प्रबंधक/ प्रभारी प्रबंधक" के रूप में कार्य करेगा।

The term "Bank's Manager/Manager/Manager-in-Charge" in the said Conditions shall mean the officer entrusted or any other successor of the Bank nominated by the Bank for that purpose will function as "Bank's Manager/Manager/Manager-in-Charge".





8. भारतीय रिज़र्व बैंक कार्यों के पर्यवेक्षण के लिए प्रशासन और व्यवस्था बैंक के कर्मचारियों के माध्यम से करेगा, जिसमें बिलों का प्रमाणिकरण, भुगतान, अनुबंध के विभिन्न नियमों और शर्तों का क्रियान्वयन, कार्यों का निष्पादन, कार्य की गुणवत्ता, सामग्रियों की गुणवत्ता, और अनुबंध की प्रगति और समाप्ति शामिल होंगे।

The Reserve Bank of India will administer and arrange for supervision of works through the Bank's staff including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of work, quality of materials, progress and completion of the contract.

9. उल्लिखित शर्तों को इस करार की संरचना के भाग के रूप में पढ़ा और माना जाएगा, और अब दोनों पक्ष इनका पालन और उल्लिखित शर्तों के को पूरा करने के लिए प्रस्तुत रहेंगे और उसमें निहित शर्तों के अपने हिस्से का पालन करेंगे।

The said conditions shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

10. इसमें वर्णित सभी आयोजनायें, करार और दस्तावेज इस अनुबंध की संरचना का आधार बनेंगे।

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

11. इस करार के अंतर्गत बैंक द्वारा किए जाने वाले सभी भुगतान केवल नागपुर में ही किए जायेंगे।

All payments by the Bank under this Contract will be made only at Nagpur.

12. इस करार से उत्पन्न होने वाले और किसी भी प्रकार से इससे सम्बंधित सभी विवादों को नागपुर में उत्पन्न होना माना जायेगा और इसका निर्धारण सिर्फ नागपुर के न्यायालयों के अधिकार क्षेत्र में होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Nagpur and only Courts in Nagpur shall have jurisdiction to determine the same.

13. यह कि इस अनुबंध के विभिन्न भागों को ठेकेदार द्वारा पढ़ा गया है और पूरी तरह से समझ लिया गया है। बैंक के प्रबंधक से जब तक लिखित निर्देश नहीं दिए जाते, तब तक ठेकेदार निविदाओं में उल्लिखित मात्राओं से अधिक मात्रा के लिए भुगतान का हकदार नहीं होगा।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Manager.

14. **अप्रकटीकरण खंड** – इस करार के संबंध में दायित्वों के निर्वाहन के क्रम में ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से कोई सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम/ उपकरणों आदि जानकारी किसी तीसरे पक्ष के साथ साझा नहीं करेगा और वह इस गोपनीयता का हमेशा कड़ाई से पालन करेगा। संविदा के दायित्वों का निर्वाह करने के लिए या लागू कानूनों के पालन के लिए आवश्यक बातों को छोड़कर ठेकेदार संविदा के ब्योरे को निजी और गोपनीय मानेगा। ठेकेदार बैंक के पूर्व लिखित अनुमति के बिना किसी भी औद्योगिक या तकनीकी पेपर में प्रकाशित, प्रकाशित करने के लिए अनुमति या कार्य के किसी ब्योरे की जानकारी साझा नहीं करेगा। ठेकेदार बैंक को किसी भी गोपनीय जानकारी के साझा होने से हुई हानि की क्षतिपूर्ति करेगा। ऐसा नहीं कर पाने को ठेकेदार की ओर से अनुबंध का उल्लंघन माना जाएगा और बैंक क्षतिपूर्ति का दावा करने और कानूनों उपाय लेने का हकदार होगा। ठेकेदार अपने



कर्मचारियों के संबंध में सभी उचित उपाय करेगा ताकि यह सुनिश्चित किया जा सके कि करार के अंतर्गत गोपनीय जानकारी के नॉन-डिस्क्लोज़र के संबंध में दायित्वों का पूर्णतः संतोषजनक रूप से पालन हो रहा है। नॉन डिस्क्लोज़र और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति के बाद भी लागू रहेंगे।

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

15. मुझे ----- अर्वाड किया गया है। मैं वचन देता हूँ कि ----- के कार्य के लिए मेरे द्वारा नियोजित सभी स्टाफ को सौंपे गए उक्त कार्य को पूरा करने के संबंध में उस दर से मजदूरी का भुगतान करूंगा जो न्यूनतम मजदूरी अधिनियम 1948 में निर्धारित दर से कम नहीं होगा और सीएलआरए अधिनियम 1970 के तहत निर्धारित आवश्यक सुविधाओं को प्रदान करने संबंधी अनुपालन सुनिश्चित करूंगा। साथ ही, यदि उक्त दर पर मजदूरी या आवश्यक सुविधाएं उपलब्ध कराने में विफल होने पर सांविधिक प्राधिकारियों द्वारा मुख्य नियोक्ता के विरुद्ध कार्रवाई पहल की जाती है तो उन सभी कार्रवाइयों के लिए मैं मुख्य नियोक्ता की प्रतिपूर्ति करूंगा।

I that the -----awarded to me. I undertake to actually pay wages to all staff of all description to be engaged by me for completion of ----- work awarded to me at the rate which is not less than the one prescribed under the Minimum Wages ACT 1948 and to ensure compliance of essential amenities as provided under the CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

16. महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न (निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 के अंतर्गत अनुपालन

Compliance under Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.





क) “महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न (निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013” के पूर्ण अनुपालन के लिए ठेकेदार / एजेंसी ही जिम्मेदार होंगे। बैंक परिसर में उनके कर्मचारियों के विरुद्ध लैंगिक उत्पीड़न की शिकायत आने की स्थिति में, ऐसे मामलों को ठेकेदार / एजेंसी द्वारा गठित आंतरिक शिकायत समिति में दर्ज किया जाएगा और ठेकेदार / एजेंसी यह सुनिश्चित करेंगे कि इन शिकायतों के संबंध में उक्त अधिनियम के अंतर्गत उपयुक्त कार्रवाई की जाती है।

The Contractor / 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 employees within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Contractor and the Contractor / Contractor shall ensure appropriate action under the said Act in respect of the complaints.

ख) ठेकेदार की किसी कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध लैंगिक उत्पीड़न की शिकायत की जाती है तो उसका निपटान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा किया जाएगा।

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

ग) यदि ठेकेदार के किसी कर्मचारी द्वारा बैंक की किसी कर्मचारी के विरुद्ध लैंगिक उत्पीड़न सिद्ध हो जाता है तो पीड़ित कर्मचारी को दिए जाने वाले मौद्रिक मुआवजे का भुगतान ठेकेदार द्वारा किया जाएगा।

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

घ) यह ठेकेदार का दायित्व होगा कि वह कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और संबंधित मामलों से अपने कर्मचारियों को शिक्षित करें।

The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

ङ) ठेकेदार द्वारा बैंक परिसर में नियोजित किए गए सभी कर्मचारियों की पूर्ण और अद्यतन सूची ठेकेदार द्वारा उपलब्ध कराई जाएगी।

The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

बैंक और ठेकेदार निम्न साक्षी की उपस्थिति में यदि ठेकेदार साझेदार या व्यक्ति है  
प्रस्तुत दस्तावेज पर दो अनुलिपियों में उपर्युक्त  
उल्लिखित दिन और वर्ष पर हस्ताक्षरित



बैंक निम्न साक्षी की उपस्थिति में प्रस्तुत यदि ठेकेदार कंपनी है  
दस्तावेज पर अपने अधिकृत अधिकारी के  
माध्यम से और ठेकेदार इन दस्तावेजों पर  
अपनी सामान्य मुहर लगाकर उपर्युक्त  
उल्लिखित दिन और वर्ष पर हस्ताक्षरित

### हस्ताक्षर खंड

निम्न के हाथों भारतीय रिज़र्व बैंक द्वारा हस्ताक्षरित और सुपुर्द  
श्री .....

(नाम और पदनाम)

.....  
..... की उपस्थिति में

(1)

पता

(2)

पता

.....  
.....

साक्षी

द्वारा हस्ताक्षरित और सुपुर्द यदि पक्ष साझीदारी फर्म या व्यक्ति  
..... है, सभी द्वारा या सभी साझेदारों के  
1)..... पक्ष में हस्ताक्षर किए जाने हैं।

पता .....

2) .....

पता .....

-----  
-----



तारीख को आयोजित बैठक में निदेशक मंडल द्वारा पारित संकल्प के अनुरूप एतद्वारा कॉमन मुहर लगाया गया की उपस्थिति में

1 ( )

2 ( )

की उपस्थिति में जिन निदेशकों द्वारा हस्ताक्षरित

(1) .....

(2) .....

निम्न के हाथों ठेकेदार द्वारा हस्ताक्षरित और सुपुर्द

श्री .....

एवं विधिवत संगठित ऑटर्नी

यदि ठेकेदार अपने कॉमन मुहर के नीचे हस्ताक्षर करता है, हस्ताक्षर खंड उनके समझौता ज्ञापन के मुहर खंड से मेल करना चाहिए।

ठेकेदार पॉवर ऑफ अटर्नी के द्वारा हस्ताक्षर कर रहा है चाहे वह कंपनी हो या व्यक्ति

IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.



## Signature Clause

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

Shri

*(Name and designation)*

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

If the party is partnership firm or an individual should be signed by all or on behalf of all

the partners.



THE COMMON SEAL OF

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

\_\_\_\_\_ in the presence of

(1)

(2)

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

(1)

(2)

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

Association.

SIGNED AND  
DELIVERED BY the  
Contractor by the hand of  
Shri

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

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



## Section J

### **ठेकेदारों के लिए सामान्य निर्देश और विशेष शर्तें / General Instructions to Tenderers and Special Conditions of the Contract**

1. Tender for Annual Garden Maintenance contract for Banks various Offices/ Residential properties at Nagpur shall be uploaded on web portal of MSTC after registering with the portal on or before at 1200 Hrs. of January 13, 2026.
2. (a) The Bank discourages the stipulation of any additional conditions by the tenderer.  
(b) The Part-I (Techno- commercial Bid) containing the forwarding letters/ clarification/ eligibility criteria documents/EMD will be opened on or after 1530 Hrs. of January 13, 2026, the scheduled date of opening of the e-tender.  
(c) Part II (Price Bid) of the tender of the bidders found eligible to quote as per eligibility criteria only will be opened & will be informed separately to all the eligible bidders in Part-I by e-Mail.
3. Tender shall remain open to acceptance by the Bank for a period of three months from the date of opening the tender.
4. (a) The tender form must be filled electronically. If any of the documents is/are unsigned or missing, the tender may be considered invalid by the Bank at its discretion.  
(b) The rates shall also be firm, shall be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.  
(c) Each tenderer shall contain the rates quoted strictly as percentage of the Fixed amount indicated in the Price Bid. Quotations received in any other format will be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer. Please refer Price bid format given at para 2 of Part II (Price Bid) in this context.  

Each tenderer shall quote the rates strictly as percentage of the Fixed amount indicated in the Price Bid. Quotations received in any other format will be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer. Price bid format given at para 2 of Part II (Price Bid) may be referred in this context.

  
(d) The rates quoted in the tender shall be exclusive of GST but must include all other charges. Tenderers must include in their rates the wages of manpower deployed including reliever/ leave reserve charges, cost of tools/ machinery/equipment used for efficient rendering of services, cost of the liveries required for the workers, contractor's profit & overhead, Workmen compensation policy, Contractors all risk policy, Third Party Liability policy, Bonus payment to workers (if applicable) etc., transportation, loading and unloading, freight



charges, transit insurance, and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST). No separate claim in respect of any tax (other than applicable GST), duty or levy whether existing or future and/ or any other charges shall be entertained by the Bank.

(e) The wages of manpower quoted should not be less than statutory Central or State Govt. minimum wages, whichever are higher. Tenders having quoted rates below the prescribed minimum wages rates shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.

(f) Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient point. But the Contractor should make his own arrangements for further distribution.

(g) Laborers will not be allowed to stay at site after working hours.

(h) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.

5. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself, the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

6. The Earnest Money Deposit as mentioned in the memorandum of form of tender shall be submitted by the tenderer by NEFT/ DD/ Bank Guarantee only to the Bank. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD).

7. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed. The Contract shall be executed in duplicate. Original copy will remain in the custody of Bank and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having equal to applicable stamp duty in the state of Maharashtra) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.

**8. Retention Money/Security Deposit:** The Contractor must provide retention money equivalent



to 5% of contract value in the form of irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed proforma as given in [Annexure I](#) of the tender document.

**9. Deductions from EMD/Security Deposit:** All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits, and Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good the amount so deducted.

10. In addition to the EMD and the and retention money described above, the successful tenderer, within a period of 10 days from the date of award of work by the Bank, shall submit a **Performance (bank) Guarantee** (to be arranged by the contractor at his own cost) obtained from any of the nationalized / scheduled bank, in the format approved by the Bank for an amount equivalent to 5% of the contract value. This is to ensure adherence to complete the work and execution:

- (i) Of abnormally low rated items up to the full tender quantity
- (ii) Strictly as per the specifications and instructions laid down in the tender
- (iii) With best quality workmanship
- (iv) While complying with all the applicable laws.

The contractor is required to submit Performance Bank Guarantee (PBG) within 10 days of the issue of work orders. The penalty as per Bank Rate for delayed submission of PBG will be recovered from the contractor.

The above-noted **Performance Guarantee** shall be valid up to the satisfactory completion of the work in all respects and shall have to be renewed by the contractor up to extended completion time, if any. In case, the contractor fails to comply with any of the above conditions, the Bank will be at liberty to invoke the Guarantee based on the certificate issued by the Bank's Manager. The Guarantee shall be released after issue of completion certificate.

11. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.

12. The successful tenderer shall make payment to his/her workmen strictly in accordance with the Minimum Wages Act (Central Government) and shall comply all the provision of the Contract Labour Act and shall keep and maintain all necessary documents / records for inspection from time to time.

13. A schedule of probable quantities in respect of each work and specifications accompany these Special Conditions. The schedule of probable quantities is liable to alteration by omissions,





deductions or additions at the discretion of the Bank.

14. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender for entering into a contract and must inspect the site of work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

15. The rates quoted in the tender shall include all charges for double scaffolding, centering, hire for any tools and plants, sheds for material, marking out and clearing of site, watering as mentioned in the specifications. The rates quotes shall be deemed to be for the finished work to be measured at site.

16. Necessary contract license for deploying contract labour (as per prevailing contract labour Act 1970) shall be obtained from the central labour authorities.

17. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided as mentioned in the tender.

18. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Bank. No claim for an extra shall be allowed unless it shall have been executed under provisions hereof or with the concurrence of the Bank as herein mentioned. Extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Price Bid (Part-II of Tender).

19. The successful tenderer must co-operate with the other Contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

20. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Nagpur and only Courts in Nagpur shall have jurisdiction to determine the same.

21. Contract Labour License: Necessary contract license for deploying contract labour (as per prevailing contract labour Act 1970) shall be obtained from the central labour authorities.

22. All safety measures as per the safety code of tender shall be strictly adhered.



e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

23. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Signature of tenderer with seal

Address:

Date:



## Section K

### **वाणिज्यिक और अन्य शर्तें / Commercial and Other Conditions**

1. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in his absolute discretion and from time-to-time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Bank's Instructions" in regard to:

- (a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawing or between the Schedule of Quantities and/or drawing and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the Substitution of any other material therefore.
- (d) The removal and/or re-execution of any work executed by the Contractor.
- (e) The dismissal from the works of any person employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 23 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Bank shall if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be Bank's Instructions within the scope of the Contract.

2. The Contract shall be executed in duplicate. Original copy will remain in the custody of Bank and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having equal to applicable stamp duty in the state of Maharashtra) and the cost of necessary stamp duty on both the document shall be borne solely by the contractor.

3. The Contractor shall bring to the attention of the Bank all notices required by the said Acts, Regulations and Byelaws 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 patent



rights, and shall defend an actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4. The Contractor shall maintain in a readily accessible place, first aid appliances including an adequate supply of sterilized dressings and cotton wool. In case of injury, arrangement should be made by the Contractor to take the injured person to the nearest hospital without loss of time.

5. Suitable and strong scaffolding should be provided for workmen for all works that cannot be safely done from ground or from solid construction. When a ladder is used, an extra mazdoor shall be engaged by the Contractor for holding the ladder. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cms (clear) for length up to 3 meters, for every additional meter, 5 cms increase in width shall be provided. The distance between two adjacent rungs shall not be more than 30 cms.

6. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on the site of work shall be so stacked or place as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to any damages and cost which may be awarded in any such suit, action or proceedings to any such person.

7. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

8. The Contractor shall set out the works and shall be responsible for the proper works without causing any inconvenience to Bank's working / residents.

9. The Contractor shall give all necessary personal superintendence during the execution of work, and as long thereafter as the Bank may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any direction explanations, instructions or notices given by the Bank to such representative shall be held to be given to the Contractor.

10. The Contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconducts himself, and such person shall not be again employed on the work without the



permission of the Bank.

11.The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part share thereof or interest therein without the written consent of the Bank, and no undertaking shall relive the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

12.The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

13.The Bank shall, during the progress of the works, have power to order in writing for time to time removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank, are not in accordance with the Specifications or the instructions of the Bank, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order Bank shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, or may be deducted by the Bank from any moneys due or that become due to the Contractor.

#### **14. Insurance in respect of damages to persons and property**

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be reasonable for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Bank, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Bank and the



Contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Bank before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

In default of the Contractor insuring as provided above, the Bank may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor.

The Contractor shall also indemnify and keep indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against Contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the Contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged. The Contractor, in case of re- building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank may deem fit, but shall, however, not be entitled to reimbursement by the Bank of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

## **15. PENALTIES IN CASE OF VIOLATION OF THE CONTRACT**

15.1 In case of any default or dereliction of duty on the part of any of the workers in performing their day-to-day work as per the agreed terms and conditions and when the Bank has to get the said work done from outsiders, the contractor shall compensate the Bank with an amount equivalent to the amounts charged by the outsiders for the said work plus the office overheads for the time and energy spent by various officials and staffs in this regard as may be decided by the Bank.

15.2 In case of absenteeism of staff or deployment of a smaller number of workers than the agreed upon, Bank reserves its right to impose penalty at double the rate of daily wages of total absentees.



15.3 In addition to the above, Bank reserves its right to impose a minimum penalty of Rs.1,000/- per day/instance in deficiency of services. The indicative list of lapses on which the Bank may impose a penalty is as follows:

- 15.3.1. Non-watering/ partial watering of plants on any day.
- 15.3.2. Unscrupulous cutting of trees/plants and allowing them to die.
- 15.3.3. Non-replacement of dead plants.
- 15.3.4. Inadequate care of any plant leading to emaciation.
- 15.3.5. Garden waste disposal without conforming to the Bank's stipulations as above.
- 15.3.6. Delay in garden waste disposal beyond two working days.
- 15.3.7. Failure in timely supply of healthy seasonal plants in adequate quantity.
- 15.3.8. Not providing good quality gardening tool and equipment in adequate quantity
- 15.3.9. Use of non-approved chemical fertilizers, pesticides, insecticides etc.
- 15.3.10. Not following any of the instructions given by the Bank.
- 15.3.11. Staff employed by contractor is/ are repeatedly late in reporting for work or leave the premises without completing their work and before scheduled timings.
- 15.3.12. Non-wearing of prescribed uniform by garden staff

However, the Bank is free to levy higher penalty in any of the scenarios and the decision of the Bank in this regard 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.

15.4 In case the services are not found satisfactory, the Bank shall be at a liberty to withhold any payment/s that may be due to the contractor, till such time such services are rendered to the satisfaction of the Bank.

15.5 The above penalties would be subject to 10% of total Contract Value.

16. If in the opinion of the Bank, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of the Contractors or Tradesmen





engaged or nominated by the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders the Bank may make a fair and reasonable extension of time for completion of the Contract Works in case of such strike or lockout, the Contractor shall, as soon as may be, give written notice thereof to Bank, but the Contractor shall nevertheless constantly use his endeavor's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

17. If the Contractor being an individual or a firm, commit any "Act of insolvency" or shall be adjudged an Insolvent or being Incorporated Company, shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee of the Liquidator in such acts of insolvency or winding up 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 fulfill, the Contract and to give security therefore, if so required by Bank.

**OR** if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

**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 first obtained.

**OR** shall charge or encumber this Contract or any payment due or which may become due to the Contractor there under.

**OR** if the Contractor

- (i) has abandoned the Contract or
- (ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Bank Notice to proceed, or
- (iii) has failed to proceed with the work 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 from the Bank's 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 shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

(vi) has in the defiance of the Bank's instructions to the contrary sublet any part of the Contract, or

(vii) has employed child labour

Then and in any of the said cases the Bank may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract. And further, the Bank by his, Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other 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 the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Bank shall sell the same by public auction and shall give credit to the Contractor for the amount realized.

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 20 hereof.

### **19. Settlement of Disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be



referred to and settle by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be., who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank.

No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

**20.** If for any reason, the Bank is obliged, by virtue of the provisions of sub-section (1) of Section 12 of the Workmen Compensation Act 1923 or any modification thereof, to pay compensation to a workman employed by the Contractor, in execution of the works, the Bank will recover from the



Contractor, the amount of compensation so paid, and without prejudice to the rights of the Bank under sub-section (2) of Section 12 of the said Act, the Bank will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Contractor under this contract or otherwise. The Bank shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the Bank full security for all cost for which the Bank might become liable in consequence of contesting such claim.

**21.** Without prejudice to any of the rights of remedies under this contract, if the Contractor dies, the Bank shall have the option of terminating the contract without incurring any liability for such termination.

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

**23.Prevention of Sexual Harassment of women at workplace:** The Firm shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013"

- a. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Firm and the firm shall ensure appropriate action under the said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the firm shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The firm shall be responsible for any monetary compensation that may need to be paid in case



the incident involves the employees of the firm, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the firm is proved.

- d. The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

**24. Adherence to provisions of various Statutes/Laws:**

- a. The Firm shall be responsible to adhere to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Employees State Insurance Act, 1948 Equal Remuneration Act, 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Bank's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under and all Government Liabilities at his/ her own cost.
- b. The Firm will be fully responsible during the course of the contract for due fulfilment of the requirements of the above stated laws, Act, etc. The Bank shall not be held responsible for acts, commissions or omissions of the firm and shall in no way made liable to the laborer's engaged by the firm. Proof of wages paid should be submitted to the Bank periodically.

**25. Bank entitled to recover compensation paid to workmen:** The contractor shall, at his own expense, arrange to obtain and maintain till the end of the contract period in the name of contractor, an Insurance Policy towards Workmen's Compensation from any subsidiary of General Insurance Corporation for any physical injury and/or death etc. of the persons engaged by them for the above maintenance work and deposit the said Insurance Policy with the Bank. If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the firm in execution of the works, the Bank shall be entitled to recover from the Firm the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The Bank shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Bank to the Firm 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 Firm 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.

**26. Assignment and Sub-letting:** The whole of the works included in the Contract shall be executed by the Firm and the Firm shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Firm from the full and entire responsibility of the Contract or from active superintendence of the works during their contract.



## 27. Terms of Payment:

Payment of AMC bills shall be made on a **monthly basis** on receipt of bill from the firm. The amount payable will be net of any recoveries for deficiency in services, imposed as per the provisions of this contract. The bill should be submitted as per GST format. Copy of following documents for a particular month duly certified by the firm to be submitted along with bill for payment:

- i. Certified copy of attendance register.
- ii. Report of work done signed by the assistant caretaker / caretaker / assistant manager / security officer
- iii. Bank statement showing payment of minimum wages **(payment to labour / workmen shall be paid directly to their bank account)**.
- iv. Declaration for compliance of Contract labour Act & Minimum wages Act.
- v. Documentary evidence indicating the payment made towards PF/ESI, if applicable.
- vi. Separate bills shall be submitted by the contractor towards supply of Seasonal flower plants/ Saplings per season duly signed by the assistant caretaker / caretaker / assistant manager / security officer.
- vii. Any other logbooks/ document as directed by Protocol & Security Dept.

It may be noted that the contractor will first make the payment of wages to the labourers/ workers and then submit the Bill for reimbursement of the same along with the proof of remittance of wages to the workers. No advance payment will be made to the contractor under any circumstances.

**28.** The payment will be made after deducting all applicable statutory recoveries. As per Section 194C of Income Tax Act, income tax will be deducted at source and a certificate for the same will be issued to the contractor. Further, in terms of section 51 of the CGST and MGST Act, 2017, two percent GST will be deducted at source. The payment of the bill will be made after its submission and on due certification by concerned ACT and Bank's Manager.

**29.** The security deposit of the successful tenderer may be forfeited if he fails to comply with any of the conditions of the Contract.



**वाणिज्यिक शर्तों की चेकलिस्ट / Check List of Commercial Conditions**

क्रं Sr. No.	विवरण Description	बैंक की शर्त Bank's terms	क्या निविदाकर्ता को स्वीकार्य है (हाँ अथवा नहीं) Whether acceptable to the tenderer (YES or NO)
1.	बोली की वैधता Bid Validity	निविदा के भाग- I खोलने से तीन माह की अवधि तक 3 months from the date of opening of Part- I of the tender	
2.	बयाना जमा राशि Earnest Money Deposit (EMD)	एनईएफटी/ डिमांड ड्राफ्ट/ बैंक गारंटी के रूप में ₹1,16,000/- (एक लाख सोलह हजार रुपये मात्र) ₹1,16,000/- (Rupees One Lakh Sixteen Thousand Only) in form of NEFT/ Demand Draft/ Bank Guarantee.	
3.	प्रतिधारण धन (प्रतिभूति जमा) Retention Money (Security Deposit)	पूरी अनुबंध अवधि के लिए अनुबंध लागत का 5% बैंक गारंटी के रूप में (केवल सफल बोलीदाता के लिए) 5% of the contract cost for the entire contract duration, in form of Bank Guarantee (only for the successful bidder)	
4.	निष्पादन गारंटी Performance Guarantee	ईएमडी और सिक्योरिटी डिपॉजिट के अलावा पूरी अनुबंध अवधि के लिए अनुबंध लागत का 5% बैंक गारंटी के रूप में (केवल सफल बोलीदाता के लिए) 5% of the contract cost for entire contract duration, in addition to EMD and Security Deposit, in form of Bank Guarantee (only for the successful bidder)	
5.	दरें Prices	मजदूरी का संशोधन भारत सरकार द्वारा संशोधित मूल न्यूनतम मजदूरी दर के अनुसार हर छह महीने में किया जाएगा। अनुबंध के पूरे कार्यकाल के दौरान उद्धृत लाभ / सेवा शुल्क में कोई बदलाव की अनुमति नहीं दी जाएगी The revision of the wages shall be done every six months in accordance with the revision in minimum wage rates if any, by Government of India. No change in quoted profit/ service charge will be allowed during the entire tenure of the contract	





e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

6	दंड Penalty	खंड VII - वाणिज्यिक और अन्य शर्तों के क्लॉज़ 16 के अनुसार In terms of clauses 15 of Section VII- Commercial and Other Conditions	
7	ठेके की समाप्ति/ निर्धारण Termination/ Determination of contract	श्रमिकों से संबंधित नियम और शर्तों के क्लॉज़ 2 और वाणिज्यिक और अन्य शर्तों के क्लॉज़ 18, 19, 20, 21 और 22 के अनुसार Clause 2 of Terms and conditions related to workers and Clause 18, 19, 20, 21 and 22 of Commercial and other Conditions	
8	भुगतान की शर्तें Terms of payment	निर्धारित दस्तावेजों को जमा करने पर मासिक आधार पर भुगतान किया जाएगा। Payment shall be made on Monthly basis on submission of prescribed documents.	
9	बीमा Insurance	श्रमिकों से संबंधित नियम और शर्तों के क्लॉज़ 12 और वाणिज्यिक और अन्य शर्तों के क्लॉज़ 14 के अनुसार As per clause 12 of Terms and conditions related to workers and Clause 14 of Commercial and other Conditions	

दिनांक / Date:

स्थान / Place:

बोलीदाता के हस्ताक्षर और सील  
Seal and Signature of the Bidder



**Annexure-I**

**Proforma of Bank Guarantee for Performance Security Deposit/ Retention Money**

(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  
Protocol & Security Establishment  
Nagpur  
Dear Sir

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

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand





Certificate”, provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

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

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

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

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



11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR        only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities 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

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



e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

## Annexure-II

### **Proforma of Bank Guarantee for Earnest Money Deposit/ Bid Security**

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

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

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

To:

The Regional Director  
Reserve Bank of India  
Civil Lines, Dr. Raghavendra Rao Road  
Nagpur- 440001.

Dear Madam,

Name of Work: **Annual Garden Maintenance contract for Banks' various Office and Residential properties at Nagpur**

Ref.:NIT/Advt.No.RBI/Nagpur Regional Office/Others/4/25-26/ET/66      date- 02/12/2025

#### WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI“) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ ..... (Rupees ..... only) as Earnest Money Deposit (EMD).

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

#### NOW THIS GUARANTEE WITNESSETH

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



2. We also agree to undertake to and confirm that the sum not exceeding ₹----- (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI forthwith upon receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹ ----- (Rupees only).

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

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

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

Yours faithfully,

For and on behalf of ----- Bank.

Authorised Official (with seal)

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



e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

**Annexure- III**  
**BASIC INFORMATION**

(to be submitted along with supporting documents)

S. No.	Particulars of the Company/ Firm	
1	Name and full address of the firm	
2	Registered Office with full address, Telephone No., Fax Nos., E-mail address, website URL	
3	Type of Company whether, Proprietorship, partnership etc.	
4	Name and address of the Proprietor/ Partners/Directors of the company	
5	Registration (Firm, company etc.)/Registration Authority, Date, Number etc.	
6	Income Tax Registration number (PAN)	
7	Goods and Services Tax Identification Number (GSTIN)	
8	Provident Fund Registration Number	
9	ESIC Registration Number	
10	Whether tenderer holding a License under Section 12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971. If so, furnish the details of license no. etc. and enclose a copy	
11	Date of ISO -9001 Certificate & Its validity period if applicable.	
12	Name and addresses and designation of the person who will represent the agency while dealing with the Bank (attach letter of authority)	
13	Experience in undertaking similar services to other organizations	_____ years
14	Total value of the services provided to the other organization for the last 3 years.	2024-25 ₹
		2023-24 ₹
		2022-23 ₹
15	Whether financially sound to undertake services (Furnish audited balance sheet for last 3 years)	2024-25 ₹
		2023-24 ₹
		2022-23 ₹
16	Indicate if involved in any litigation	
17	Any civil suits pending in any of the orders executed, give details	

Place:

Date:

Signature with seal of the Bidder



e-Tender for Annual Garden Maintenance Contract at  
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**Annexure-IV**

**Details of Similar Qualifying Works Executed During the Last 5 Years**

Sr. No.	Name and address of the firm	Nature of work	Value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Fax /phone number & contact person of the firm

(Attach sheet if required)

Date:

Place:

Signature and Seal of the tenderer



**Annexure-V**

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**  
(To be issued by the client on its letterhead)

**Name & Address of The Client:**

**Details of Works Executed by Shri/ M/s -.....**

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid**	
9	Name & address of the authority under whom works executed	
10	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / Poor
	ii) Amount of work paid on reduced rates, if any	
11	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	



e-Tender for Annual Garden Maintenance Contract at various office buildings and residential properties of the Bank at Nagpur

	iii) Total amount awarded	
	Comments on the capabilities of the Contractor	
	a) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / Poor
12	c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor
	e) General behavior	Outstanding / Very Good / Good / Satisfactory / Poor

Signature of the client with Seal

Note:

- All columns should be filled in properly countersigned.
- The Client Certificates should be submitted for each of the Prequalification work/s
- Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- Supported by adequate proof of payments received by the contractor for the work done by them.
- Client's Certificate issued by private organization shall be accompanied by TDS Certificates
- All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.





e-Tender for Annual Garden Maintenance Contract at  
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**Annexure-VI**

**DETAILS OF BANKERS**

Details of our Banker/s are:

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete Postal Address		
Name and Job –title of the Contact Person along with his/her Telephone No. (s). and Fax No(s) etc.		
Type of Account and Account No.		
Whether Credit facility/ Overdraft facility enjoyed by the contractor.		
The period from which the contractor has been banking With the Banker		
Any other information which the contractor may like to furnish about its Bankers:		

Authorized Signatory  
(With name)



**Annexure-VII**

**FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK**

1. Composition of the firm (whether Partnership/ Private Limited/Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
  - i) 2024-2025,
  - ii) 2023-2024,
  - iii) 2022-2023
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs 58.00 Lakh.

(Signature)

For the Bank

Note:

- Bankers' certificates should be on letter head of the Bank, addressed to Regional Director, Reserve Bank of India, Nagpur
- In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



**Annexure-VIII**

**Report of work done (Major Points to be checked) to be enclosed along with bill for the work of Annual Maintenance of Garden**

Name of the Property: \_\_\_\_\_

Month: \_\_\_\_\_

S.No	Description of Activity	1 <sup>st</sup> week Yes/No	2 <sup>nd</sup> week Yes/No	3 <sup>rd</sup> week Yes/No	4 <sup>th</sup> week Yes/No
1	Watering, weeding, mulching, gap filling entire garden				
2	Grass lawn mowing and cutting/ maintaining.				
3	Manuring, Red earth and sand filling for plants and lawn.				
4	Pruning and trimming of shrubs/Plants and maintain in good condition.				
5	Cutting & removal of dead wood from plants, trees, fallen trees and removing them from the premises.				
6	Pre-monsoon cutting & trimming of branches of the plants and trees, unwanted branches of trees hindering natural light, cutting and removal/disposal.				
7	Protection of plants by spraying pesticides.				
8	Cleaning of garden area (dried/fallen leaves etc.) & overall upkeep of (by brooming, weeding on daily basis) garden area.				
9	Replanting of seasonal flower beds & maintaining.				
10	Implant the plants variety (made available) on the				



	ground/pots, repotting				
11	Removal of Wild growth in the entire premises & disposing debris regularly.				
12	Necessary nurseries to replace periodically the dead plants, creating new patterns etc.				
13	Shifting to sunlight & resifting of flower /plants pots and maintaining them in good condition by daily watering.				
14	Garden Tools and equipment's availability				
15	Hose pipe of sufficient length and sprinkler(portable) availability				
16	Disposal of garden debris away from the Bank Premises and as per guidelines of local authority/Government/ Municipal Corporation.				
17	Garden Worker Attendance from Monday to Saturday)  Semi-skilled: - ____Nos;  Unskilled:-____Nos ;  Time: From ....to ...				
18	Whether any deduction recommended for absenteeism (deduction of an amount equal to the daily wages paid to the workmen)				

**Certification by Asst Caretaker/Caretaker with Signature and Name**

**Certification by Assistant Manager/Manager (Maintenance Cell) with Signature and Name**

**Date:**



**Annexure-IX**

**बायो- डाटा फॉर्म / Bio- Data Form**

(to be submitted in letter head of the contractor)

नाम / Name		स्व-सत्यापित पासपोर्ट साइज़ फोटो लगायें Affix Self-attested Passport size photograph
पिता का नाम / Father's Name		
जन्म तिथि / Date of Birth		
लिंग / Gender		
शैक्षणिक योग्यता / Educational Qualification		
वर्तमान पता / Current Address		
स्थायी पता / Permanent Address		
मोबाईल नं. / Mobile No.		
आधार नं. / Aadhaar No.		
पैन नं. / PAN No.		
बैंक खाता विवरण / Bank Account Details	खाता संख्या/ Account No.- आई.एफ.एस.सी. कोड/ IFSC Code-	
पी.एफ. (यू.ए.एन.) संख्या / PF (UAN) No.		
ई.एस.आई.सी. (आई.पी.) नं. / ESIC IP No.		
नमूना हस्ताक्षर अथवा अंगूठे का निशान/ Specimen Signature or Thumb impression		

ऊपर दर्शाये गये विवरण मेरे द्वारा जाँच लिये गये हैं और उपयुक्त दस्तावेजों के साथ समर्थित हैं।  
The above details are verified by me and are supported with suitable documents.

ऑफिशियल सील के साथ हस्ताक्षर / Signature with official seal-

अधिकारी का नाम / Name of Official-

पदनाम / Designation-

स्थान / Place-

दिनांक / Date-

इस बायो-डाटा फॉर्म के साथ आधार कार्ड अथवा किसी अन्य उपयुक्त फोटो आईडी कार्ड की प्रति लगानी आवश्यक है

It is mandatory to submit Photocopy of Aadhaar Card or any other suitable Photo ID Card with this bio-data form.



**Annexure- X**

**MSTC पोर्टल पर निविदा के भाग -1 के साथ अपलोड किए जाने वाले दस्तावेजों की चेकलिस्ट**  
**Checklist for documents to be uploaded on MSTC portal along with Part-1 of Tender**

Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non-applicability
1.	Tender Document issued by the Bank – duly filled, stamped and signed (including all Annexures, Minutes of pre-bid meeting and corrigendum if any)	
2.	Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents	
3.	Copy of NEFT Receipt/ Bank Guarantee/ Demand Draft as evidence of remitting EMD amount of ₹ 1,16,000/-	
4.	Certificate of incorporation and Memorandum and Articles of Association / partnership deed/ other relevant certificate of registration for commencement of business	
5.	Particulars of tenderer (in format prescribed under Annexure-III) along with particulars of all the directors and responsible officials/ partners/ individual/individuals involved	
6.	Copy of PAN Card & other related Income Tax documents	
7.	Copy of GST Registration Certificate	
8.	Copy of MSMED Registration Certificate, if any	
9.	Copy of EPF Registration	
10.	Copy of ESIC Registration	
11.	Copy of License under Section 12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971	
12.	Work Orders and completion certificates in support of experience of more than 5 years in carrying out similar works	
13.	Details of similar qualifying works completed in last 5 years along with contact details of clients (in format prescribed under Annexure- IV)	
14.	Work Orders for all similar qualifying works completed in last 5 years	
15.	Client's Certificates (in format prescribed under Annexure V) from different clients in letterhead of the client and signed by authorized signatory for all similar qualifying works completed in last 5 years	



Sr. No.	Particulars of the documents	Submitted (Yes/ No/ Not Applicable*) *Kindly provide valid reason for non-applicability
16.	Copy of TDS Certificates as a proof of payment for all client certificates issued by private organizations	
17.	Completion certificates for all similar qualifying works completed in last 5 years	
18.	Work Orders for previous experience, if any, of carrying out Works for the Reserve Bank of India at any center	
19.	Copies of the Audited Final Accounts for last 3 years and a certificate issued by Chartered Accountant indicating the turnover for the last 3 years	
20.	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns for last 3 years	
21.	Details of Bank Accounts along with Contact details of Banker(s) (in format prescribed under Annexure VI)	
22.	Banker's Certificate in letter head of the Bank and signed by authorized signatory (in format prescribed under Annexure VII)	
23.	Valid document in support of having self-owned full-fledged service setup/ back office/ administrative office in Nagpur	
24.	Undertaking of having all the required legal/ statutory approvals for carrying out this business at Nagpur	
25.	Undertaking of not having convicted in a Court of Law or suspended / blacklisted by any organization on any grounds	
26.	Particulars of all Civil suits pending, if any	
27.	List of deviations, if any, in commercial terms and conditions	
28.	List of deviation, if any, in technical specifications	
29.	Other relevant documents, if any 1. .... 2. .... 3. .... 4. .... 5. ....	

Place:

Date:

Signature of the tenderer with seal



## PART- II

### Price Bid

(This is for illustrative purpose only, the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in MSTC Portal)

#### 1. Fixed Amount:

##### (I) Worker type- Supervisor (Semi-skilled)

S.No.	Description	Rates	Total Amount per month
I.1	Minimum Wages (Basic + VDA for Central Govt Area A)*	₹ 893 x 26 days	₹ 23,218
I.2	EPF Contribution @ 12% of wages	@ 12% on I.1	₹ 2786.16
I.3	EDLI Contribution @ 0.5% on max ₹ 15,000	₹ 75	₹ 75
I.4	EPF Administrative Charges @ 0.5% of wages	@ 0.5% on I.1	₹ 116.09
I.5	ESIC Contribution @ 3.25% of wages	@ 3.25% on I.1	₹ 0
I.6	Total wages plus EPF and ESI per worker per month	I.1 + I.2 + I.3 + I.4 + I.5	₹ 26,195.25
I.7	No. of Workers (Supervisors)		1
I.8	<b>Total Fixed Cost per month for worker type</b>	<b>I.6 x I.7</b>	<b>₹ 26195.25</b>

##### (II) Worker type- Gardeners (Unskilled)

S.No.	Description	Rates	Total Amount per month
II.1	Minimum Wages (Basic + VDA for Central Govt Area A)*	₹ 805 x 26 days	₹ 20930
II.2	EPF Contribution @ 12% of wages	@ 12% on II.1	₹ 2511.60
II.3	EDLI Contribution @ 0.5% on max ₹ 15,000	₹ 75	₹ 75
II.4	EPF Administrative Charges @ 0.5% of wages	@ 0.5% on II.1	₹ 104.65
II.5	ESIC Contribution @ 3.25% of wages	@ 3.25% on II.1	₹ 680.23
II.6	Total wages plus EPF and ESI per worker per month	II.1 + II.2 + II.3 + II.4 + II.5	₹ 24301.48
II.7	No. of Workers (Gardeners)		14
II.8	<b>Total Fixed Cost per month for worker type</b>	<b>II.6 x II.7</b>	<b>₹ 3,40,220.65</b>

**III. Total Fixed amount per month for providing manpower (I.8 + II.8) = ₹ 3,66,415.90/-**

\* As there is no separate classification of Garden Maintenance workers in Minimum wages notification issued by Central government, the minimum wages notified for employees employed in Building operations as per order F. No. 1/ (6)/ 2025-LS-II dated September 25, 2025 has been considered for arriving at Fixed amount per month.





## 2. Price Bid Format:

<b>Fixed amount by the Bank monthly for providing manpower</b>	<b>₹ 3,66,415.90/- (A)</b>
<b>Quoted Service Charge In percentage (% of fixed amount of A)</b> (including reliever/ leave reserve charges, cost of tools/ machinery/equipment used for efficient rendering of services, cost of the liveries required for the workers, contractor's profit & overhead, Workmen compensation policy, Contractors all risk policy, Third party liability policy, Bonus payment to workers (if applicable), transportation, loading and unloading, freight charges, transit insurance, other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST))	<b>(B)</b>  (to be quoted as percentage of fixed amount, A)
<b>Total Monthly Charges for providing manpower</b>	<b>(C= A+ B %of A)</b>
<b>Total Charges per Annum for providing manpower</b>	<b>(D= C x 12)</b>
<b>Cost Towards Supply of Seasonal Plant Saplings (5,000 Nos) each Season (Summer, Monsoon &amp; Winter) i.e. thrice in a year.</b> As per list given in tender document. (Including cost of tools/ machinery/equipment used for efficient rendering of supply, placing with pots and plates, biofertilizer and pesticide, transportation, loading and unloading, freight charges, transit insurance, contractor's profit & overhead, other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST))	<b>Cost per Season (E)</b>
<b>Total charges for Supply of Seasonal plants/ Saplings per Annum</b>	<b>(F= E x 3)</b>
<b>GST @ 18% on Total Charges per Annum for providing manpower</b>	<b>(G= 18% of D)</b>
<b>GST @ 05% on Supply of Seasonal plant Saplings per Annum</b>	<b>(H= 05% of F)</b>
<b>Total Contract Value per Annum</b>	<b>(I= D+ F+G+H)</b>

### Note:

- The intending tenderers are required to quote their service charge/ profit (inclusive of reliever/ leave reserve charges, cost of tools/ machinery/equipment used for efficient



rendering of services, cost of the liveries required for the workers, contractor's profit & overhead, Workmen compensation policy, Contractors all risk policy, Third party liability policy, Bonus payment to workers (if applicable), transportation, loading and unloading, freight charges, transit insurance and other administrative charges and all taxes, duty or other levy levied by Central Government or any State Government or local authority if applicable other than Good and Service Tax (GST)) as percentage of the fixed amount given by the Bank. Quotations received in any other format will be summarily rejected.

**For Example: -**

If the Vendor wants to quote 20% as Service charge (including all costs except GST) on fixed amount,

2. The intending tenderers shall quote rates per quarter basis for total number of Seasonal flower plants.
3. Rates quoted online are to be exclusive of GST. GST will be calculated extra on total monthly charges to arrive at the contract cost and will be paid as applicable on actual basis. No separate claim in respect of any tax (other than applicable GST), duty or levy whether existing or future and/ or any other charges shall be entertained by the Bank.
4. As there is no separate classification of Garden Maintenance workers in Minimum wages notifications issued by Office of the Chief Labour Commissioner (Central), Ministry of Labour and employment, Government of India, the minimum wages notified for employees employed in Building operations as per order F. No. 1/ (6)/ 2025-LS-II dated September 25, 2025 has been considered for arriving at Fixed amount by the Bank Monthly.
5. The payment of wages and any future revision in this Fixed cost by the Bank (and accordingly, in contract cost) will be based on the minimum wages as notified by the Ministry of Labour and Employment for garden workers (and in case of no separate classification of Garden Maintenance workers in such notification, the minimum wages notified for employees employed in Building operations will be considered for this purpose).
6. The Rates of EPF, ESIC and EDLI Contribution and EPF Administrative charges indicated above are as per the extant government guidelines and the same is used to derive the Fixed amount. In the event of revision/ change in any of the above rates by the government, the Fixed amount and accordingly, the contract cost will be recalculated and revised accordingly.

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

Signature of tenderer with seal

Address:

Date: