



भारतीय रिज़र्व बैंक Reserve Bank of India  
संपदा विभाग Estate Department  
बेंगलूरु Bengaluru

**निविदा आमंत्रित करने की सूचना**

भारतीय रिज़र्व बैंक, बेंगलूरु ने आरबीआई ऑफिसर्स क्वार्टर, कोरमंगला, बेंगलूरु में बागवानी कार्य के लिए **वार्षिक अनुरक्षण अनुबंध** के लिए पात्र सूचीबद्ध विक्रेताओं से एमएसटीसी वेबसाइट के माध्यम से ई-निविदा आमंत्रित की है। विस्तृत निविदा सूचना के साथ ई-निविदा एमएसटीसी की वेबसाइट <https://www.mstcecommerce.com/eprocn> और आरबीआई की वेबसाइट पर <https://www.rbi.org.in> मेनू "निविदाओं" के तहत उपलब्ध है।

2. सभी सूचीबद्ध बोलीदाताओं को ई-टेंडरिंग प्रक्रिया में भाग लेने के लिए एमएसटीसी वेबसाइट के साथ खुद को पंजीकृत करना होगा।

3. कार्य की अनुमानित लागत **₹10.34 लाख (दस लाख चौतीस रुपये मात्र)** है, हालांकि वास्तविक राशि भिन्न हो सकती है।

4. ई-टेंडरिंग प्रक्रिया का कार्यक्रम इस प्रकार है:

अ.	ई-निविदा सं.	<b>RBI/Bangalore Regional Office/Estate/68/25-26/ET/993</b>
आ.	निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली के माध्यम से <a href="https://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> )
इ.	वह तिथि जिससे पार्टियों को डाउनलोड करने के लिए निविदा दस्तावेज उपलब्ध है	12 फरवरी, 2026; दोपहर 12.00 बजे से
ई.	बोली की तारीख शुरू करें	12 फरवरी, 2026; दोपहर 12.00 बजे से
उ.	प्री-बिड मीटिंग	19 फरवरी, 2026; दोपहर 12.00 बजे
ऊ.	निविदा जमा करने की अंतिम तिथि	26 फरवरी, 2026; सुबह 10.00 बजे तक
ऋ.	निविदा के भाग I (तकनीकी बोली) के खुलने की तिथि	26 फरवरी, 2026; सुबह 11:00 बजे

5. भाग-II अर्थात मूल्य बोली उसी दिन या बाद की तारीख में खोली जाएगी जैसा कि बैंक द्वारा सूचित किया गया है, केवल उन ठेकेदारों/बोलीदाताओं के संबंध में जो भाग-I में निर्धारित सभी मानदंडों को पूरा करते हैं। बैंक किसी भी या सभी ई-निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है, बिना कोई कारण बताए।

**नोट:** सभी निविदाकर्ता कृपया ध्यान दें कि ई-निविदा में कोई भी संशोधन/शुद्धिपत्र, यदि भविष्य में जारी किया जाता है, तो केवल आरबीआई और एमएसटीसी वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और समाचार पत्र में प्रकाशित नहीं किया जाएगा।

महाप्रबंधक प्रभारी अधिकारी  
भारतीय रिज़र्व बैंक  
बेंगलूरु



भारतीय रिज़र्व बैंक, बेंगलुरु  
Reserve Bank of India, Bengaluru  
संपदा विभाग Estate Department  
बेंगलुरु Bengaluru

(Website: [www.rbi.org.in](http://www.rbi.org.in))

(केवल ई-निविदा e-Tendering only)

Tender Document Part-I  
(Technical & Commercial)

कार्य का नाम: आरबीआई स्टाफ क्वार्टर ओसबोर्न रोड, बेंगलुरु में बागवानी कार्य के लिए वार्षिक रखरखाव अनुबंध।

Name of work: Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru

RBI/Bengaluru Regional Office/Estate/68/25-26/ET/993

(To be submitted via MSTC V3 portal only)

Date from which e-Tender will be available on MSTC website	February 12, 2026; 12.00 PM onwards
Date & time of Pre-bid meeting	February 19, 2026 at 12.00 PM
Last date of submission of e-Tender	February 26, 2026 till 10.00 AM

## **DISCLAIMER**

Reserve Bank of India, Estate Department, Bengaluru has prepared this document to give background information on the work 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 any of their respective officers, employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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

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

No reimbursement of cost of any type will be paid to persons or entities expressing interest. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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## NOTICE INVITING e-TENDER

### Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru

Regional Director, Reserve Bank of India, Bengaluru invites e-Tender through MSTC for Annual Maintenance Contract for Horticulture, floor plants and Vertical gardening Work in Banks Office Building and premises at RBI Bengaluru. The e-Tender along with the detailed tender notice is available at MSTC website <https://www.mstcecommerce.com/eprocn> and the website of the RBI at <https://www.rbi.org.in> under the menu “Tenders”.

2. All empaneled bidders must register themselves with MSTC through the above referred website to participate in the e-Tendering process.

3. The schedule for the e-Tendering process is as under:

S No	Item	Description
i	e-Tender No.	<b>RBI/Bangalore Regional Office/Estate/68/25-26/ET/993</b>
ii.	Name and location of the work.	Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru.
iii	Name & address of tender inviting authority.	Regional Director, Reserve Bank of India, Estate Department, Post Box No. 5467, 10/3/8, Nrupathunga Road, Bengaluru - 560001 E Mail id: <a href="mailto:estatebangalore@rbi.org.in">estatebangalore@rbi.org.in</a>
iv	Estimated Cost	<b>₹10.34 Lakh</b> (Rupees Ten Lakh Thirty-Four Thousand Only) inclusive of GST at 18%
v	Earnest Money Deposit (EMD).	NIL
vi	Performance Bank Guarantee (PBG)	Performance Bank guarantee (PBG) of 5% of the contract value immediately on receipt of work order as Security for due fulfilment of terms and obligation of currency of the contract.
vii	(a) Tender documents available on and to be downloaded / submitted through e-Tender mode.	Through Bank's approved e-Tender portal <a href="https://mstcecommerce.com/eprocn">https://mstcecommerce.com/eprocn</a>
viii.	(b) Period during which Tender documents will be available in the MSTC e-tender portal.	February 12, 2026; 12.00 PM onwards
ix.	Important instructions on e-Tender and amount of transaction fee to be paid.	For instructions on e-Tender, please refer to the tender paper: IMPORTANT INSTRUCTIONS FOR E – TENDER of the tender document. e-Tender transaction fee shall be paid in the MSTC Website as applicable.

x.	Pre-bid meeting (offline).	February 19, 2026 at 12.00 PM at Reserve Bank of India, Estate Department, Post Box No. 5467, 10/3/8, Nrupathunga Road, Bengaluru - 560001  Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids <a href="mailto:estatebangalore@rbi.org.in">estatebangalore@rbi.org.in</a> and may preferably submit their queries well in advance.
xi	Last date and time of submission of bid (online) - Pre-Qualification (PQ) papers, Techno-commercial (Part I) bid and Price-bid (Part II).	February 26, 2026 till 10.00 AM
xii	Date & time for opening of Techno-commercial bid (Part I).	February 26, 2026 till 11.00 AM
xiii	Date & time for opening of Price-bid (Part II) bid.	Price bid will be opened on the same day or at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfy all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.
xiv	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.
xvi	Contact details of tender inviting authority personnel.	Ms. Mohana Priya S (Manager, Estate Department) Contact no. 080 – 22180291 Mail id: <a href="mailto:smohanapriya@rbi.org.in">smohanapriya@rbi.org.in</a>

**Regional Director  
Reserve Bank of India  
Bengaluru**

## IMPORTANT INSTRUCTIONS FOR E - TENDER

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

### **Process of e-Tender:**

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

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-Procurement => PSU/ Govt. depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e- tender.

### **Contact person (RBI):**

- 1) Mohana Priya S (Manager, Estate Department) 080-22180291
- 2) Shri Karan (Manager, Estate Department) 080-22180262

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

- 3) Shri. J. Damodaran, Branch Manager:
  - a. 080-22287356 / 9841002253 ([jdmodaran@mstcindia.co.in](mailto:jdmodaran@mstcindia.co.in))
- 4) Raveendranath, 76764 56095
- 5) Arnab Sarkar 9986036012

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

MSTC central helpdesk no: 033-23400020/23400021/23400022

Email: [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)

### **B) System Requirements:**

- i. Windows 7 or above Operating System.
- ii. IE-7 and above Internet browser.
- iii. Signing type Digital Signature

- iv. Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

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

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under "browsing history / Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- To enable ALL active X controls and disable 'use pop up blocker' under Tools => Internet Options => custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn). Tenders will be opened electronically on specified date and time as given in the tender.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

**Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using "**Transaction Fee Payment**" link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or online payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting online payment, the vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

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 e-mail ID provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

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

**Bidding in e-Tender:**

- a The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.

- b The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts. => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- c The vendor should have run JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- d After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- e Pages of Part I (Techno-Commercial Bid) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use '*Attach Doc*' button to upload documents. Multiple documents can be uploaded.
- f In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- g During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.
- j It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. 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 reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) to familiarize them with the system before bidding.

Vendors are requested to quote rates without GST on 'Works Contract' and the same may be explicitly indicated in the column/ row specifically meant for that. No Change in quoted rates will be accepted.

**Important Note**

In the price bid due to number of words limitation of 1,000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

## निविदा फॉर्म / Form of Tender

क्षेत्रीय निदेशक/ The Regional Director  
भारतीय रिज़र्व बैंक/ Reserve Bank of India  
संपदा विभाग, / Estate Department, Bengaluru

महोदय/ Dear Sir,

इसमें इसके पश्चात ज्ञापन में विनिर्दिष्ट कार्यों से संबंधित विनिर्देशनों, ड्राइंगों, डिजाइनों और मात्राओं की अनुसूची की जांच कर और उक्त ज्ञापन में विनिर्दिष्ट कार्य-स्थल देखकर एवं जांचकर तथा निविदा को प्रभावित करनेवाली तत्संबंधी अपेक्षित जानकारी प्राप्त कर, मैं / हम एतद्वारा उक्त ज्ञापन में विनिर्दिष्ट समय के भीतर, संलग्न की गई मात्राओं की अनुसूची में उल्लिखित दरों पर निविदा में दिए गए करार के अंतर्नियमों, संविदादारों के लिए विशेष अनुदेशों, संविदादारों को सामान्य अनुदेश तथा विशेष शर्तों, शर्तों मात्राओं की अनुसूची एवं निविदा की शर्तों में लिखित रूप में दिए गए विनिर्देशनों, डिजाइनों, ड्राइंगों और डाटा शीट और मात्राओं की अनुसूची और इसके लिये उपलब्ध करायी गयी सामग्रियों के साथ तथा अन्य सभी मामलों में ऐसी शर्तों के अनुसार जहाँ तक वे लागू हों, उक्त ज्ञापन में विनिर्दिष्ट कार्य को निष्पादित करने का प्रस्ताव रखता हूँ/ रखते हैं।

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

### ज्ञापन /MEMORANDUM

(a)	कार्य का विवरण /Description of works	<b>Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru</b>
(b)	अनुमानित लागत(रु)Estimated cost	<b>₹10.34 Lakhs</b>
(c)	बयाना / Earnest money deposit	<b>Nil</b>
(d)	भुगतान का प्रकार/ Mode of payment	व्यावसायिक शर्तों की मद संख्या 38 के अनुसार As per clause 38 of the General instructions to contractors.
(e)	Contract Period	One Year (The contractor should quote the rates for one year, in order to bring the AMC in line with banks financial year, the work order will be issued to the successful bidder for a maintenance period from <b>April 01, 2026 to March 31, 2027</b> , and later based on the satisfactory performance of the contract, the contract may be renewed for maximum of two years. However, the decision of the Bank in this regard shall be final and binding.

(f)	Performance Bank Guarantee /Security Deposit	<b>5% of the contract value (to be submitted by successful bidder)</b> from a scheduled bank.
(g)	Percentage, if any, to be deducted from each bill	Retention Money @ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document
(d)	भुगतान का प्रकार/ Mode of payment	वाणिज्यिक शर्तों के अनुच्छेद 19 के अनुसार। As per para 19 of commercial conditions.
(e)	बिल के पटाने की अवधि/ Period for settlement of Bill	अंतिम बिल- 45 दिन Final Bill - 45 days

मैं / हम सहमत हैं: I / We agree to:

निविदा स्वीकार होने पर मैं/हम यहां संलग्न संविदा को उक्त शर्तों के निबंधनों एवं प्रावधानों को पूरा करने और उसका पालन करने के लिए या उसमें चूक करने पर संविदा की लिखित में स्वीकृति सहित उक्त शर्तों में वर्णित बयाना जमा राशि जब्त किये जाने और भारतीय रिज़र्व बैंक को अदा करने के लिए सहमत हूँ/हैं।

Should this tender be accepted, I/We hereby agree to abide 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.

मैं/हम यह बात समझते हैं कि आपके पास बिना कोई कारण बताए सभी या किसी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। हमने ₹20,680/- की राशि बयाना जमा राशि के रूप में भारतीय रिज़र्व बैंक के पास जमा की है जिस पर कोई ब्याज देय नहीं होगा। यदि हम सूचित किए गए अनुसार संविदा को निष्पादित करने में असफल रहते हैं तो हम इस बात से सहमत हैं कि भारतीय रिज़र्व बैंक द्वारा इस राशि को जब्त कर लिया जाएगा।

I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

हमारे बैंकर के ब्यौरे निम्न हैं/ The details of our bankers are :

म संख्या/ Sr. No. 1	बैंक का नाम/ Name of Bank 2	शाखा और उसका पूरा पता Branch and its complete address 3	संपर्क व्यक्ति का पता/ Name of the contact person 4	टेलीफोन और फैक्स नंब Telephone and FAX number 5

हमारी फर्म के भागीदारों के नाम हैं The names of partners of our firm are

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

हस्ताक्षर करने के प्राधिकृत फर्म के भागीदारों के नाम

Name of the partners of the firm \_\_\_\_\_

Authorized to sign

या OR

संविदा पर हस्ताक्षर करने के लिए पावर ऑफ अटार्नी की शक्ति रखने वाले व्यक्ति का नाम

Name of person having Power of Attorney \_\_\_\_\_

to sign the contract

(भागीदारी विलेख और पावर ऑफ अटार्नी की सत्यापित प्रति लगाई जाए)

(Certified true copy of the Partnership Deed and the Power of Attorney should be attached)

भवदीय Yours faithfully,

\_\_\_\_\_  
(संविदाकार के हस्ताक्षर Signature of Contractor)

साक्षी Witnesses

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

(हस्ताक्षर Signature)

पता Address

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

(हस्ताक्षर Signature)

पता Address

## AGREEMENT / CONTRACT

**This agreement made on \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year between** the Reserve Bank of India, Nrupathunga Road, Bengaluru-560 001 (hereinafter called the Bank) which expression shall unless it be repugnant to the context and meaning thereof deemed to include its successors and assignees of the one part and M/s \_\_\_\_\_

(Hereinafter called the contractor) which expression shall unless it be repugnant to the context and meaning thereof deemed to include his successors in title and assignees on the other part. Whereas the Bank is desirous of having Comprehensive Annual Maintenance Contract for \_\_\_\_\_

\_\_\_\_\_ Residential Colonies of Reserve Bank of India, Bengaluru and the agency / contractor has agreed to undertake and execute the required services as detailed in the Annexure on the terms and conditions stated below and set out herein this agreement/contract.

### **Now it is hereby agreed as follows:**

In consideration of the said contract amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) inclusive of all Taxes from \_\_\_\_\_ to \_\_\_\_\_ to be paid at the times and in the manner set forth in the tender conditions, the contractor shall upon and subject to the said conditions execute and complete the work as described in the tender specifications and schedule of quantities

- 1 The Bank shall pay the contractor the said amount or such other sum as shall become payable at the times and in the manner specified in the tender conditions. In case of delay, non-performance, or breach of contract terms, a penalty as per the terms of tender shall be levied at the discretion of the competent authority.
- 2 The tender conditions and the conditions in the **letter no.** \_\_\_\_\_ **dated** \_\_\_\_\_ thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the tender conditions and perform the agreements on their part respectively as per conditions contained in the tender.
- 3 This agreement, letter of offer, letter of acceptance, annexure to the agreement / contract and all correspondences between the Bank and the contractor shall form the basis of this contract/agreement. The contract is for the period from \_\_\_\_\_ to \_\_\_\_\_.
- 4 The contractor shall not assign, transfer, or subcontract any portion of this contract without prior written approval from the employer, failing which the contract may be terminated with forfeiture of

performance security. The contractor shall afford every reasonable facility for carrying out other ancillary works through other agencies.

- 5 The contractor shall take a third-party insurance under the Workmen Compensation Act or any other policy that will cover accidental death/injury to the workman employed in the worksite, at his own cost. The insurance shall cover all the labourers' deployed by him during the period of the contract. The policy should be submitted within 7 days from the date of signing of the agreement.
- 6 The Bank reserves to itself the right of altering the nature of work by adding to or omitting any items of work without prejudice to this contract.
- 7 All payments to the contractor under this contract will be made only by RBI, Bengaluru.
- 8 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Bengaluru and only Courts in Bengaluru shall have jurisdiction to determine the same.
- 9 That both the parties to this contract have been read by the contract and fully understood the contract.
- 10 That the contractor shall not revoke this agreement/contract without giving three months prior notice in writing to the Bank.
- 11 That the Bank has the discretion to either to renew the agreement/contract at the close of this agreement/contract or to go for fresh agreement/contract upon calling tender or in whatsoever manner it decides.
- 12 The Contractor is willing for renewal of the contract at the end of the year with an increase in the rate worked out as per the extant instructions (rate worked out taking into consideration the consumer/labour/metal products indices six months prior to the anniversary date of the contract as well as the indices six months prior to anniversary date of the previous year).
- 13 That if the contractor does not comply with/abide by the terms and conditions of this agreement/contract, tender conditions, letter of offer, letter of acceptance, annexure to the agreement/contract, then the Bank has the discretion to terminate the agreement/contract without prior notice to the contractor as shall go for fresh contract / agreement in whatsoever manner the Bank decides.

- 14 The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipments etc., which may come to the possession or knowledge of the Contractor during the course of discharging its 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 comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the
- 15 Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.
- 16 The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied.
- 17 The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- 18 The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank. The complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency or Local Complaints Committee as the case may be and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.
- 19 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.
- 20 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.
- 21 The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

- 22 The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
- 23 The Contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; 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; Employees 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. The contractor shall be solely responsible for any violation/non-compliance with the provisions of the above-mentioned legislative enactments or any other statutory provisions and shall further keep the RBI, Bengaluru 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. Contractors' failure to fulfil any of the obligations hereunder and / or under the said Acts, Rules / Regulations / or any bye-laws or rules framed under or any of these, the RBI, Bengaluru shall be entitled to cover any of the 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.
- 24 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 Employer 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 Employer, an All Risks Policy for Insurance for the full amount of the contract including earth quake risk in the joint names of the Employer 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 Employer before commencing the works.
- 25 You are also advised to submit duly signed undertaking (copy enclosed) and copy of insurance policy along with the Agreement for the person/persons deployed to carry out the AMC work entrusted to you. It is imperative that their antecedents are checked and cleared and covered by

Workmen Compensation Insurance Policy. This matter may be accorded extreme importance for the safety of your workmen staff and Bank premises.

**Signature Clause**

Signed and delivered by (Reserve Bank of India, Bengaluru)

Name and Designation)

for Reserve Bank of India, Bengaluru

signed and delivered by the Contractor

(Name and Designation)

Witness

1.

2.

To,

Date:

Reserve Bank of India, Estate Department

10/3/8, Nrupathunga Road, Bengaluru - 560001

### **UNDERTAKING**

I/We have verified the bona fides of the person (s) being deployed by me/us in RBI Main Office / RBI Colonies and hereby undertake to indemnify the Bank for any loss/damage, if any, caused by the person (s) during the course of their deployment in the Bank / its colonies.

Yours faithfully

Authorized Signatories

### General Instructions to Contractors

E-tenders, comprising, Part I (Techno-Commercial Bid) and Part II (Price-Bid), should be uploaded, in MSTC website under RBI Portal for the service of **'Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru** not later than **10.00 AM on February 26, 2026**

- 1) The tender documents, will be available for viewing / downloading, for the intending bidders from 12.00 PM onwards on February 12, 2026. Part I (Techno-Commercial Bid), of the tender will be opened at 11.00 AM on February 26, 2026. After scrutiny of Part-I (Techno-Commercial Bid), Part II (Price-Bid), of the eligible bidders, will be opened on a subsequent date, which would be communicated, to the eligible bidders. Tenders shall remain valid for acceptance by the Bank for a period of three months from the date of opening of Part I of the tender, which period may be extended, by mutual agreement and the bidder shall not cancel or withdraw the tender during this period.
- 2) Digital Signatures may be used to submit the tender, in token of her/ his / their, acceptance of the terms, conditions, specifications etc and that they have inspected the premises and acquainted themselves of the site conditions, scope of work etc., as laid down.
- 3) If any of the documents are missing, the tender may be considered invalid by the Bank, at its discretion. No advice / communication with respect to any change in rate(s), terms & conditions, etc shall be entertained by the Bank, after opening of the tender.
- 4) **The successful bidder shall furnish an amount of 5% of the contract value in the form of online transfer (NEFT/RTGS) to RBI A/c or Performance Bank Guarantee from any scheduled Bank in the form prescribed by the Bank ([Annexure - B](#)) towards security deposit for the due fulfilment of the contract.** The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period. It may be noted that no interest shall be paid on Security Deposit. If the contractor fails to fulfil the contractual obligations, the Security Deposit will be forfeited by the Bank.
- 5) The **Performance Security Bank Guarantee** submitted by the successful bidder shall be forfeited in case the successful bidder fails to commence the work awarded to her / him / them within the prescribed time limit.
- 6) The Reserve Bank of India does not bind itself to accept, the lowest or any tender and serve 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.
- 7) The contractor shall not assign the contract. She / he / they 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.
- 8) For all intents and purpose, the contractor shall be the 'Employer' within the meaning of different 'Manpower Legislations' in respect of the manpower employed and deployed in Bank's premises. The workmen / employees, deployed by the contractor in the Bank's premises, shall not have claims of 'Master and Servant' relationship nor have any 'Principal and Agent' relationship with or against the Competent Authority.
- 9) On receipt of intimation, from the Bank, of the acceptance of her/ his / their tender, the successful bidder, shall be bound to execute a 'Formal Contract / Agreement' within **Seven days** thereof the

successful bidder, shall sign an agreement in accordance with the 'Draft Articles of Agreement' provided herein this tender documents 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 bidding, whether such a formal agreement is or is not subsequently executed.

- 10) Each bidder shall, obtain for himself on his own responsibility and at his own expenses, all the information, which may be necessary for the purpose of submitting the tender and for entering into a contract and must inspect the site of the work and acquaint themselves with all local conditions, means of access to the work, nature and scope of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
- 11) The rates quoted by the bidders, shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway / road freight charges or any conditions whatsoever. Each invoice / bill shall indicate amongst other things, the contractor's PAN and GST Registration Number (if GST registered). The 'Contract Value' will also be subject to TDS / Withholding Tax as per law.
- 12) Bidders shall quote rates in Part II (Price Bid) of the tender, without GST on works contract. Those bidders, who are, GST registered vendors, shall quote the GST, @ 18% of the total amount of the rates in Schedule of Quantities, in the row / column / cell(s), provided for the same. This GST will be automatically added, to the total amount and the final amount shown will be, the net bid value, including the GST. No change in quoted rates will be accepted after opening of the tender. The Contractor shall produce to the Bank, adequate proof of remittance of GST, within a reasonable time from remittance.
- 13) The Employer does not accept liability for any sum, besides the 'Contract Value', subject to such variations as are provided for herein.
- 14) The successful bidder, is bound to carry out any items of work necessary, for successful execution of the works, in addition to those, specified in the tender 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.
- 15) The contractor, must bear in mind that all the works, shall be carried out strictly in accordance with the specifications provided herein and in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted, unless otherwise instructed by the Bank, in writing. The successful tenderer should make his own arrangement to obtain all materials required for the work.
- 16) Every employee so engaged by the contractor shall wear Personal Protective Equipment (PPEs), uniform, a badge bearing his / her name, and safety shoes while on duty. The said Personal Protective Equipment (PPEs), uniform, badge and safety shoes shall be provided by the contractor at his cost. Termination of services of any person deployed by the contractor shall be made by a Letter of Termination of contractor. Bank will not issue any letter in this regard.
- 17) Water & electricity, required for the work, shall be provided free of cost, by the Bank one location. Contractor shall, make her / his / their own arrangements for conveying the same to the required points. The contractor shall, however take, necessary precautions, to avoid of water / electricity. Necessary safety measures shall be taken by the contractor to avoid any mishaps / accidents. The contractor shall be penalized by the Bank, if any laxity is noticed on the part of the contractor in this connection.

- 18) The contractor shall provide, copies of required documents/ records, during the period of contract or otherwise even after the expiry of the contract and whenever required by the Bank.
- 19) The contractor shall be responsible to maintain the premises, structures, properties and equipment of the Bank entrusted to her / him / them. Any damage or loss caused by the contractor's workmen / employees to the premises, structures, properties and equipment of the Bank, during execution of the work, under the scope of this contract, shall be reinstated to its / their original shape / size, at the risk & cost of the contractor. to the Bank in whatever shape, otherwise the cost incurred by the Bank, towards this, would be recovered from the contractor.
- 20) The Bank does not recognize any employee / employer relationship with any of the workmen / staff of the contractor and their services shall be automatically discontinued with the termination of the contract.
- 21) In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying, extending, reducing or supplementing the contract, or any of the terms thereof, shall be deemed to be, provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contractor.
- 22) If the bidder, shall have any doubt, as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract, she / he / they shall, in good time, before submitting her / his / their tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively, in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions, in the absence of such authentic preclarification.
- 23) The Contractor shall pay to the workmen / employees, employed by her / him / them directly, wages not less than fair wages stipulated by the State / Central Government, whichever is higher, as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed, by the State / Central Government, whichever is more, under the payment of Minimum Wages Act.
- 24) Only able-bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- 25) The intending bidders, are advised to visit the respective premises of the Bank, after obtaining prior approval from the Bank and acquaint themselves of the site conditions before submitting the Tender.
- 26) The bidders are advised to submit the tender, based, strictly on the General Conditions of the Contract and scope of works, as specified, in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions, given in the tender documents, has any price implications, the same should be considered and included in the rates to be quoted in Part II (Price Bid) of the tender. Any tender containing deviation from the laid terms and conditions is liable to be rejected.

- 27) The contractor shall not be entitled, to any compensation for any loss, suffered by him, on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays, arising out of modifications, to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides, the 'Contract Value' subject to such variations as are provided for herein.
- 28) The rates, quoted for Item No.2 in the Schedule of Quantities, in Part II (Price Bid), of the tender, shall include, service charges, contractor's Over Head Charges, including charges for obtaining and submitting the insurance policies, subscriptions towards EPF, ESI for the workmen / staff etc employed by them at the Bank's premises etc mentioned herein, supply of necessary materials, tools / implements and equipment, required to carry out the works, under the scope of the tender, charges for providing uniforms, PPEs and other accessories / equipment, to the workmen / staff employed by the contractor at Bank's premises, under the scope of the contract, transport / carriages etc.
- 29) The contractor shall, comply with the provisions of all labour legislation including the provisions under:
- a. The Payment of Wages Act.
  - b. Employers Liability Act, including P.F Act, Gratuity Act, ESI etc.
  - c. Workmen's Compensation Act.
  - d. Contract Labour (Regulation and Abolition) Act.
  - e. Apprentices Act.
  - f. Any other Act or enactment relating thereto, and rules formed there under from time to time.
- 30) The contractor and his workmen / staff shall be under the general supervision and control of the Bank's Engineers / Officials or any other personnel deputed for the purpose by the Bank and shall follow, instructions from her / him, for the day-to-day work, in the Bank's premises.
- 31) The contractor should note, that smoking, consumption of alcohol, use of pan / tobacco products, illegal drugs etc, in the Bank's premises, is strictly prohibited and ensure that the workmen / staff, deployed in the Bank's premises abide by this provision strictly.
- 32) The contractor shall, vacate, all workmen / staff, deployed by them, in the Bank's premises, immediately on the termination / expiry, of the contract and ensure, that such persons shall not create any disruptions / hindrances / problems, of any nature, in the Bank's premises.
- 33) **Police verification of all workmen / staff, Supervisors / Officials for deployed by the contractor at bank's premises:** The contractor, shall submit, necessary Police Verification Certificates, for each deployed workman / staff member, from the local police authorities, about his / her identity records **within 60 days**, of issue of written order by the Bank to commence the work Any change in deployment of workmen / staff, shall also be subjected to also needs to be submitted for the above provision, without any lapses.
- 34) **Renewal of the contract: At the sole discretion of the Bank,** the AMC may be considered for further renewal for the years, **2027-28** and **2028-29**, on same terms and conditions, with the maximum permissible increase in the rates which will be based on CPI and WPI indices, as decided by the Bank, provided the Bank finds the services of the Contractor satisfactory. However, the decision of the Bank in this regard shall be final and binding.
- 35) **Terms of Payment.**  
The contractor should ensure that minimum wages, as prescribed in Central / State Government, whichever is higher, as per notifications, issued from time to time, shall be paid to the workmen / staff deployed by her / him / them, in the Bank's premises, and the same shall be credited, directly

to their respective Bank accounts. The Bank reserves, the right to verify the same, as and when, warranted and accordingly, the contractor, shall produce relevant documents to the Bank of demand. The contractor shall, ensure payment of subscriptions towards, EPF, ESI etc, for the workmen / staff deployed, in the Bank's premises or any other statutory payments.

- 36) Bank reserves the right to verify, at any time, the deployment of workmen / staff. Hence an attendance register, for the workmen / staff deployed shall be, maintained, for verification and copies of the same, duly certified by the officials, authorised by the Bank, shall be submitted, to the Bank, along with the contractor's bills.
- 37) Payments against, the contractor's bills, based on actual quantity of work executed, will be paid through RTGS / NEFT, within the period for payment, stipulated herein, from the date of submission of the bill along with all required documents, such as acknowledgement from occupants of flats / department representative, countersigned by the official authorised by the Bank, copy of relevant pages of attendance register etc. Wages shall be paid to the workmen / employees, by the contractor, without waiting for the payment from the Bank. In case of non-execution / non-completion of housekeeping services in certain areas of office / residential premises / flats, the payment will be made based on actual / proportionate area / number of flats / areas in for which the treatment was, actually carried out, by verifying the acknowledgements, obtained from the representatives of various departments / authorised officials of the Bank or residents of flats.

**38) Insurance.**

The contractor shall, at her / his / their risk & cost, obtain, necessary insurance policies, namely Workmen Compensation Policy, with an insured value, corresponding to the wages / salary of the workmen / staff, engaged by her / him / them, in the Bank's premises, in connection with this contract and Third Party / Public Liability Policy, with an insured value of not less than Rs. 2 Lakh per person, for one incidence, in case of personal accident and 5 Lakh, per incidence in case of damage to property, from an approved insurance company and the submit the same to the Bank, before commencement of the work. These policies, shall be in the joint names of the Bank and the contractor, with Bank's name placed in the first and shall be valid for the entire period of the contract.

- i. The contractor shall, indemnify and keep indemnified the Reserve Bank of India against:
- a) Any claim arising out of third-party loss / damage to life or property caused during, execution of the work, under the scope of this tender.
  - b) Any claim arising out of accident / loss of life to the workmen, engaged by the contractor during execution of the work, under the scope of this tender.
  - c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

Notwithstanding anything specified above, the contractor, shall be responsible to take all precautionary measures, to maintain the general cleanliness, hygiene and sanitation of the buildings and premises.

I / we, hereby declare that I / we have, read and understood the above instructions for guidance of bidders will abide by the same.

Date:

Place:

Signature

Name of Tenderer:

Address with seal:

## The Conditions Hereinafter Referred To

### Interpretation Clause.

- 1 In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
- 2 "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.
- 3 "Contractor" shall mean \_\_\_\_\_(in the case of a partnership) and trading in the name and style of ..... and having a place of business at \_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
- 4 (In the case of "Contractor" shall mean Shri \_\_\_\_\_ trading in individual) the name and style of and shall include his heirs, successors and legal representatives. (in the case of "Contractor" shall mean a company.....Company) incorporated under .....and having its registered office at \_\_\_\_\_ and shall include its assigns and successors.
- 5 "This Contract" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.
- 6 "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.
- 7 "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.
- 8 "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- 9 "The works "Shall mean Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru
- 10 **Scope of Contract:** Scope of work in detail is as per section I. Further 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's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a. The variations or modifications of the design, quality or works or the addition or omission or substitutions 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 therefor.
  - d. The removal and/or re-execution of any works executed by the contractor.
  - e. The dismissal from the works of any persons employed thereupon.
  - f. The opening up for inspections of any work covered up.
  - g. The amending and making good of any defects under clause 20 hereof.
- 11 The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.
- 12 The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.
- 13 The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram, system configuration drawing and Layout plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
- 14 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

- 15 **Authorities, notices and patents**: The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated.
- 16 The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable-in respect of the works and lodge the receipts with the Employer.
- 17 The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all 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.
- 18 **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
- 19 **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
- 20 **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
- 21 **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and

assistance for inspecting the works and materials and for checking and measuring time and materials.

- 22 The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.
- 23 **Assignment and Subletting**: 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 under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
- 24 No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extra's alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
- 25 **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
- 26 Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

- 27 **Sufficiency of Schedule of Quantities**: 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.
- 28 **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurement as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.
- 29 **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.
- 30 No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.
- a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- 31 Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- a. The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
  - b. Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount

of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- c. Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.
- 32 The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.
- 33 Unfixed materials when taken into account to be the property of the Employer  
Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.
- 34 **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the 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's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any 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 Employer from any moneys due, or that may become due, to the Contractor.
- 35 **Nominated Sub-Contractor**: All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

- 36 No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.
- a. That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
  - b. That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
  - c. Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof, the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.
- 37 **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.
- 38 **Insurance in respect of damage to person:** The Contractor shall be responsible for all injury to persons, animals or things, which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 39 An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during

construction/erection/commissioning of the said contract work at site. The value of third-party liability for compensation for loss of human life or full/partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

- 40 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.
- 41 The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.
- 42 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.
- 43 The contractor shall, within 7 days from the date of work order, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. **The contractor shall deposit the policy and receipts for the premium with the employer within 7 days from the date of work order.** In default of the contractor, insuring as

provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

- 44 **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
- 45 **Contractor's failure to comply with Employer's instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Employer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
- 46 **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.
- I. Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.
  - II. Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor.

- III. Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.
- IV. Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.
  - a. Has abandoned the Contract, or
  - b. Has failed to commence the works, or has without any lawful excuse under these
- V. conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
  - a. 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
  - b. Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
  - c. Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the 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.

47 Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor 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 or as soon thereafter as convenient 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 fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall

thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

- 48 **Termination of Contract by Contractor**: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation.
- 49 **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'Period of Honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
- 50 **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 the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected 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.

51 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, as the case may be, 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 Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

52 **Employer entitled to cover compensation paid to workman**

If, for any reason, the Employer 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 workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer 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 Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

53 **Abandonment of works**

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise

whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

- 54 **Right of employer to terminate contract in the event of death of Contractor or individual**  
Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

Signature of Contractor

Date:  
Designation:  
Place:

Name:  
Address:

## SCOPE OF WORK & GENERAL TERMS AND CONDITIONS

### Maintenance of Garden & Plants – Details of items of work – Specifications, General Terms & Conditions

The Contractor will look after and maintain the lawn, garden, vertical garden, plants and trees currently in the open area/other specified areas of RBI Officers Quarters, Koramangala, Bengaluru. The detailed terms and conditions are as follows:

#### The Contractor shall undertake the following:

- 1 Gap filling, watering, weeding, mulching (mulch-mixture of wet straw, grass, leaves etc., spread on the ground to protect plants to retain moisture) pruning and trimming of shrubs, cutting & removal of dead wood from plants, pre- monsoon cutting & removal including disposal by trimming of branches of the plants and trees and lawn mowing.
- 2 Manuring, clearing the garden area, taking plant protection measures (i.e. control of insects, fungus and other diseases by using insecticides, pesticides etc.) replanting of seasonal flower beds, trimming of edges and hedges, washing of plants, basin maintenance and overall upkeep of the garden and vertical gardening.
- 3 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.
- 4 The Contractor should be able to supervise the work done by the labourers engaged by him either directly or through a supervisor.
- 5 The Contractor should deploy the following minimum work force on retainer basis who shall attend the work between 8.00AM to 4.00 PM, from Monday to Sunday (In case of emergency they shall continue to work till emergency is over). However, employees can avail a weekly off any day between Monday to Sunday.
- 6 One Head Mali and one Mali for the works at the residential colony of RBI at Koramangala
- 7 The Head Mali/Mali will report every day to the Assistant Caretaker or any official of the Quarters designated for the purpose and take instructions, if any. A deduction of Rs.1,183/- for Head Mali and Rs.1,067/- for Mali will be deducted per day of absenteeism. Before quoting the tender contractors shall visit the residential premises and assess the area & scope of the work involved in detail and quote accordingly.
- 8 The Contractor shall provide all the tools, implements, equipment, etc., to carry out the job.
- 9 The Contractor shall provide hose pipe of sufficient length for taking water from the existing tap made available so as to water the entire garden area/plants and required number sprinklers (portable) are to be provided in the lawns at contractor's own cost.
- 10 The Contractor shall keep the garden area clean and neat by taking necessary steps like cleaning the all fallen leaves, brooming, weeding on daily basis.
- 11 The unwanted branches of the trees hindering the natural light into the buildings and drooping branches shall be cut/trimmed as and when required after ensuring the safety measures and the cut branches shall immediately be carted away from the premises. If any permission is required from the Forest Authorities, the contractor has to arrange the same at his own cost. If any delay in

the same, the same will got done by other agency and an equivalent amount will be deducted from his bills.

- 12 The Contractor shall arrange to cut and cart away the dead tree/s and trees uprooted / fallen due to wind/rain at his own cost.
- 13 The Contractor shall arrange for removal of deadwood, dried/fallen leaves etc., and cart them away the debris from the premises with the approval of bank.
- 14 The Contractor shall arrange to clean the Chajjas & Porticos of all types of buildings once in a quarter.
- 15 The Contractor shall arrange for regular weeding out of the wild growth in the entire premises.
- 16 The personnel deployed should be well experienced and trained adequately and of sound health. The workers / staff employed should be well groomed and shall wear color code Uniforms, pant + shirt + safety shoes+ cap + gloves + masks for male and suit/saris + aprons + cap + Gloves+ safety shoes for ladies staff. Any indecent behavior or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per Terms of the contract, above shall be levied on the contractor. The contractor will be required to submit daily labor report duly signed by Facility Manager to the Banks Caretaker. The contractor must employ labourers who are adult and should not be above age of 50 years and should be well behaved labors only. Employment of child labor will lead to termination of the contract. They should have knowledge of local language and preferably Hindi also.
- 17 **A penalty of Rs.100 (One hundred rupees) per flowering plant or the cost of the plant whichever is higher will be levied on the contractor for non-maintenance of plants.**
- 18 Penalty; - In case of any workman required as per the Scope of Work is absent on any day or for a period and the contractor fails to arrange an alternative workman for the said day or the period, the employer has the right to deduct a proportionate amount equal to the daily wage of the requisite workman for the days of absenteeism from the bill. Further, if engaged workmen is not able to attend complaints or carry out any maintenance work or is not present in the premise during the official hours and the employer has deputed any other labour (directly or through another contractor) to rectify the work, then the employer can deduct any such amount payable to another contractor for the work from the monthly bill of the contractor. **An amount of ₹369/-** (Rupees Three Hundred and Sixty Nine Only) will be charged as penalty, if any defect/s (of major systems) intimated to the Contractor is not rectified within four (04) hours of intimation. However, maximum deduction on this account shall not exceed 10% value of the base contract value.
- 19 No trees shall be cut without prior approval of the Bank and permission from the Forest Authorities.
- 20 In case of the plants purchased initially by the Bank, the Contractor should arrange to replace the existing plants without additional cost, if any, if the plant dies during the period of AMC.
- 21 During the currency of the contract the contractor shall not claim for any additional remuneration/reimbursement of expenses over and above the contracted amount of compensation. The service personnel so engaged by contractor would always be deemed to be his/their personnel and would not have any claim on the Bank what so ever.
- 22 All potted plants should be repotted with new red earth and sand half yearly at contractor's own cost. The earthen pots, red earth, manure and sand will be supplied by Bank, if necessary.

- 23 The necessary nurseries to replace periodically the dead plants, creating new patterns etc are to be maintained by the contractor at the site at his own cost.
- 24 The flower/plant pots are to be kept in corridors of Visiting Officers` flats (VOFs)/Transit holiday homes/Dispensary/Gym room etc and are to be periodically shifted to outside and re-shifted back.
- 25 The artificial plants provided in the corridors of office building/VOFs places are to be cleaned regularly.
- 26 Insurance Clause: The contractor should indemnify the Bank for any loss / damage caused to the Bank's properties / persons or claims made against the Bank by the public / any other third party, the contractor at his own expenses arrange to make policy of Insurance with the Bank covering all claims made under the Workmen's Compensation Act or any other statute in force till the completion of the contract.
- 27 The contractor should adhere to the provisions of the Minimum Wages Act and other related labour Acts enacted by the Central Governments from time to time.
- 28 The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour. Rate quoted shall also include Sale tax, Octroi, Income Tax, Work Contract Tax, GST or any other taxes required under the statute, if any , no additional amount will be paid.
- 29 The contract will be for a period of one year. The Bank may cancel the contract after giving a notice of one month to the Contractor. If the Contractor wants to cancel the contract he will have to give a notice of two months to the Bank in advance. The contract can be renewed subject to the satisfactory service rendered by the Contractor and on mutual agreed condition by both the parties.
- 30 The contractor shall arrange to carry out police verification of the staff employed by him and submit the verified documents.
- 31 The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of Part II of tender. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit the EMD deposited along with the tender.
- 32 The bank has reserves the right to accept or cancel the tender at any point of time
- 33 Bank is not bound to accept the lowest on any tender. The Bank reserves the right to withhold the issue of application form/quotation to any or all the applicants and split award the work to different agencies without assigning any reason therefor.
- 34 The monthly payment (=Annual amount quoted /12) against respective items mentioned in schedule of quantity will be made after satisfactory completion of work and the certificate from the official/s designated for the purpose.
- 35 All the monthly bill should be submitted separately with the Asst Caretakers certificate duly attached along with Annexure.
- 36 The contractor at any given point of time shall have a stock of the various seasonal flowering plants in pots as stipulated in annexure 2 at each property. The Contactor shall maintain a nursery for these flowering plants or can make arrangements with any nurseries. The entire cost of maintaining the flowering and green plants rest with the contractor.

- 37 The Contractor shall maintain the flower beds and shall ensure that the seasonal flowers are replaced at every cycle without fail. At no given point of time the flower beds should be empty.
- 38 The contractor shall make arrangement of potted flowering plants on special days like Republic Day, Independence Day and any other event conducted by the bank/welfare association in the premises.

### **Frequency of work**

- 1 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 Engineer from time to time.
- 2 Maintenance of potted plants and the entire vertical garden.
- 3 Regular watering of flowering/potted plants and vertical garden on daily basis.
- 4 Maintenance of flowering plants (if any) in the hanging pots and Vertical Garden:
- 5 Cleaning of Hedge and Edge: Once in every month
- 6 Irrigation: Flower beds, shrubs, hedges, edges, vertical gardens 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 Engineer. Only the water and electricity shall be provided by the Bank free of cost.
- 7 Inter Culture: All the flowerbeds should be inter-cultured fortnightly or after every irrigation.
- 8 Cutting of plant, root opening, filling of the bed and application of manure and fertilizers once in a year, during the month of October or as directed by the Bank's Engineer.
- 9 Maintenance of green belts:
- 10 Mowing, trimming, filling of the beds and application of manure and fertilizers as and when required.
- 11 Application of fertilizer: Fertilizer, & manure provided by the Contractor for top dressing of lawn, vertical garden and flowers to be applied as and when required.
- 12 Spraying of Insecticide and fungicide: Insecticide and fungicide shall be sprayed as and when required. The spraying machine (Knapsack sprayer) shall be provided by the Contractor. The contractor shall spray Panchagavya, and Neem seed kernel extract once in a month and preference should be given to use organic formulations. Only in inevitable instances the Contractor shall go for spraying chemical formulations.
- 13 Maintenance of potted plants: All Potted plants in the colony, provided by the Bank, shall be maintained by the contractor.
14. Maintenance of open space: Area should always be clean and no vegetation and wild growth shall be allowed.

**Note:** The contractor shall make arrangements for watering of plants during extended holidays.

15. The contractor shall engage One Head Mali + One Mali on retainer basis, who shall attend to the complaints/works between 8.00 AM to 4.00 PM. However, employees can avail a weekly off any day between Monday to Sunday. An amount equivalent to existing minimum wages will be deducted per day of absenteeism.
16. The Head Mali along with Mali shall also attend to the work beyond office hours when ever need arises without any extra cost to the Bank.
17. The Contractor shall also engage necessary Extra helper for his assistance whenever required with prior permission of the Engineer in-charge. Labour charges per helper per day will be paid separately for engaging additional helper as per schedule of approved of approved rates.
18. The unwanted/dry/dead branches of the trees hindering the natural light into the buildings and

drooping branches shall be cut as and when required after ensuring the safety measures and the cut branches shall immediately be carted away from the premises. The Contractor shall arrange required machinery (lifter, etc.) to remove dead branches at any height of trees. If any permission is required from the Forest (BBMP) Authorities, the contractor has to arrange the same at his own cost. If any delay in the same, the same will be done by other agency and an equivalent amount will be deducted from his bills.

19. The Contractor shall arrange to cut and cart away the dead tree/s and trees uprooted / fallen due to wind at his own cost.
20. The Contractor shall arrange for removal of deadwood, dried/fallen leaves etc., and cart them away the debris from the premises with the approval of bank.
21. The contractor shall arrange for regular weeding out of the wild growth in the entire premises.
22. No trees shall be cut without prior approval of the Bank and permission from the Forest (BBMP) Authorities.

Date:  
Place:

Signature  
Name of Tenderer:  
Address with seal:

GST No :  
PAN No/TIN No :

## Safety Code

1. The workmen / staff deployed, by the contractor for housekeeping control services, (if necessary) shall wear Personal Protective Equipment (PPEs) / accessories such as face masks, hand gloves, safety shoes etc.
2. 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 the ladder.
3. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the Tenderer.
4. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
5. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
6. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
7. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition
8. Fire safety measures shall be adhered to as per local bye laws.
9. Whenever electric power is used for attending works, prior permission must be taken from Bank's Electrical Engineer.

## CHECKLIST OF DOCUMENTS TO BE UPLOADED

Signed copies of the following documents (with appropriate stamp of the companies) as given below along with this checklist form needs to be scanned and uploaded on MSTC website.

Sl. No.	Documents to be uploaded.	Uploaded (Yes / No)
1	<a href="#">Annexure – B</a> Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India	
2	<a href="#">Annexure C</a> – Indemnifying the Employer against Contract labour Rules/regulations	
3	<a href="#">Annexure D</a> – Indemnifying the Employer against Patent Rights	
4	<a href="#">Annexure E</a> - Undertaking regarding declaration of debarment by public institution(s)	
5	Signed and stamped all pages of the tender document	

NOTE: Format of [Annexures A, B, C, D, & E](#) mentioned above have been enclosed with the tender document. Bidders are advised to fill in the of the Annexures in the format exactly as provided by the Bank. The Bank shall have the right to independently verify the above specified documents.

The Bank shall evaluate the said reports before opening of price bid of the tenderers. 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 are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

Place:

Name & Signature of the Contractor along with seal

Date:

## Commercial Conditions

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the opening of Part-I	
2	Prices	Shall remain firm for the entire period of contract.	
3	Contract period	1 year from the date of issue of work order.	
4	Penalty clause	As per clause terms and condition of the tender.	
5	Terms of payment	As per terms and conditions	
6	Insurance	As per clause 38 of General Instructions to Contractors of the tender	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place:

Name & Signature of the Contractor

Date:

## Annexure-A: Proforma for Performance Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank)

Place.....Date.....

To

Regional Director

Estate

Department Reserve Bank of India Bengaluru – 500 001.

Dear Sir,

**Name of Work:** .....

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Bengaluru 500 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s

\_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

Whereas the Contractor is bound by the said Contract to submit to Reserve Bank of India, Bengaluru a Performance Bank Guarantee for a total amount of Rs...\_ for the due fulfilment by the said Contractor of the terms and conditions contained in the contract. We, ..... (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s ....., the Contractor, do hereby undertake to pay to the Reserve Bank of India, an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs \_\_\_\_\_ or any lower amount that may be demanded by the RBI.

Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_

2. We also agree to undertake and confirm that the sum not exceeding as aforesaid shall be paid by us without any demur or protest, \_\_\_\_\_ merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor. 4. 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 Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹  
\_\_\_\_\_
- b) Our liability under these presents shall not exceed the sum of Rs.  
\_\_\_\_\_
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., up to for this contract 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.

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

For and on behalf of (Name of the Bank) Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature ..... Name .....

Address .....

(NB: This Performance Bank 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).

**Annexure - B: Performa for Undertaking / Declaration / Certificate by the Bidder**

**regarding country sharing land border with India**

To,  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bengaluru - 560001.

Sir,

**Subject: Undertaking Letter of M/s \_\_\_\_\_ for participation in the bid for  
.....(Name of the work)**

I / We ..... (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that ..... (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

*(Strikeout whichever of the above is not applicable).*

3. I /We hereby certify that ..... (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we ..... (Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm

Date:

**Annexure-C: Proforma for Indemnifying the Employer against Contract labour**

**Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To

The Regional Director  
Estate Department  
Reserve Bank of India

Dear Sir/Madam

..... (*name of work*)

We, M/s ..... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**Annexure-D: Proforma for Indemnifying the Employer against Patent Rights**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
The Regional Director  
Estate Department  
Reserve Bank of India  
.....

Dear Sir/Madam

.....(*Name of work*)

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

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

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**

**Annexure-E: Undertaking regarding declaration of debarment by public institution(s)**

(To be submitted by the tenderer on their letterhead)

**Name of Work:** .....

1. I/We ..... (Name of the bidder) declares that
  - a) I/we or any of our allied firm\* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on .....(last date of submission of bid).
  - b) I/ We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on .....(last date of submission of bid).
  - c) we will inform the Bank in writing, in case, I/we or any of our allied firm\* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We .....(Name of the bidder) declare that I/we or our allied firm\* .....(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by .....(Name and address of public institution in India or any other country) and the same effective upto .....(date). A copy of such letter is attached for your information and record.

(Seal and signature of the bidder)

Date

Place

(Note: strike out one of the above two declarations which is not applicable)

\*Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice. Further all successor firms will also be considered as allied firms.



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
BENGALURU**

**Tender**

**Part II (PRICE BID)**

**For**

**Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters,  
Koramangala, Bengaluru**

**Name of Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

<b>Date from which e-Tender will be available on MSTC website</b>	<b>February 12, 2026; 12.00 PM onwards</b>
<b>Date &amp; time of Pre-bid meeting</b>	<b>February 19, 2026 at 12.00 PM</b>
<b>Last date of submission of e-Tender</b>	<b>February 26, 2026 till 10.00 AM</b>

**Schedule of Quantity**

**Name of The Work: - Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru**

Item no.	Description of work	Quantity	Unit	Rate in Rs	Amount in Rs per Month /Quarter/Half year (Rate x Quantity)	Amount in Rs per Annum
1	<p>Annual charges for carrying out the general maintenance and cleaning works, by engaging minimum 1 (One) Mali (considering leave reserve labour) and 1 (One) experienced Head Mali on daily basis (including Saturdays, Sundays and holidays) for complete the work satisfactorily.</p> <p><b>Note: Bidders shall quote minimum wages as specified in the annexure. Bids quoting amounts below the prescribed minimum wages shall be rejected.</b></p>					
a	Mali (Unskilled)	1	Each labour per month			
b	Head Mali (Semi-skilled)	1	Each labour per month			

2.	<p><b>Services Charges and Profit:</b> Maintaining the entire horticulture work within the Colony premises as specified below, and the green belt outside the compound wall wherever it exists or is proposed to be laid under the scope of work, by employing necessary Head Mali(s) and Malis on a regular basis for six days per week or a total of 48 hours per week, whichever is higher. This includes nursing the plants, watering, periodic trimming, replacing mortalities, replenishing earth at required intervals, removing weeds and other unwanted growth, mowing and grooming lawns, spraying required pesticides and fertilizers at specified intervals, cleaning all greenery areas at required intervals, etc., as fully detailed in the scope of work in Part 1 of the tender, to the complete satisfaction of the Bank. The rate shall include immediate replacement of dead plants with similar healthy varieties, day-to-day work, tools and equipment along with their maintenance charges, insurance, uniforms and uniform maintenance, and all other miscellaneous charges including contractor's profit and overheads.</p>	1	Per Month			
						<b>Sub Total</b>
						<b>GST@ 18%</b>
						<b>Total</b>

**Note: -**

- (1). L1 bidder for each property will be considered for awarding the work
- (2). Please note that the quoted rates are inclusive of all taxes etc., if any and rate shall be inclusive of miscellaneous items like tools, pipes, insurance, etc. The quoted rates should be inclusive of engaging the mechanical equipment such Lawn mower, branch trimmer, tree pruner etc. for carrying out the day-to-day maintenance activities.
- (3). The successful tenderer shall employ only reliable workers and furnish their complete details along with police verification with their two photographs. In case of any dispute, default like theft or burglary on the part of worker, the contractor will be totally responsible and initiate action to set it right.
- (4). The contractor shall ascertain the scope of work before quoting the rates. After opening the quotation, the award of the contract for various properties will be decided by the bank based on the lowest rate for each property, previous performance of contractor and scope of work at different properties.
- (5). The rate quoted by the contractor shall comply with minimum wages act of Central Government, Labour Department. The contractor has to note this and taken into account while quoting the work.
- (6). If the contractor has not deployed Head Mali or Mali on a particular day, recovery will be made from the bill as per the banks standard approved rates for Head Mali and Mali.
- (7). The Bank is not bound to accept the lowest or any tender. The Bank reserves the right to split and award the work to different agencies, Bank reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without
- (8). The contractor should be guided by the provisions of the Minimum Wages Act and other related labour Acts enacted by the Central Governments from time to time.
- (9). The agreed contract amount shall be fixed throughout the tenure of contract and will not subject to any fluctuations due to increase in the cost of materials, labour, Sale tax, Octroi, Income Tax, Work Contract Tax, GST or any other taxes required under the statute, if any, no additional amount will be paid.
- (10). The bills will be settled by office after verification of the work done, copy of Caretaker/. Asst Caretaker certification, attendance etc. The bill, in proper form, must be duly accompanied by details of work carried out in that month and should also be accompanied with the details of ESI & EPF deposit slip for the previous month along with the copy of Register- Form IX, X, XI U/r 22, 26(1), 26 (2) of the Minimum wage (Central) Rule 1950, Minimum wage Act 1948, copy of attendance sheet signed duly verified by Caretaker/Asst Caretaker failing which the bill will not be accepted. The Contractor's Bills should be prepared based on the actual work done and actual manpower deployed.

I/we have understood all terms and conditions mentioned in the Scope of Work, Specifications, General Terms and Conditions mentioned in Part I of the tender.

I/we hereby undertake to carry out the work of Garden Maintenance at the Annual rate/s quoted above if quotation is accepted.

I/we shall obey all government rules, regulation, etc which are or may be applicable related to this work.

Place:-

Date :-

(Signature of the Contractor with Seal)

**A. Annual Maintenance Contract for Horticulture Work at RBI Officers Quarters, Koramangala, Bengaluru (Annexure)**

Estimate For Horticulture													
Osborne Road Staff Quarters													
Sl. No	Type	Man power Required	Min Wages Per Worker Per Day Considered As Per Latest Circular of Central Government for Minimum			Statuary Components					Total Minimum Wages Per Day Quoted by the Vendor including other statutory obligations Value should not be quoted less than (14))	Total Min Wages Per Manpower Per Day Prevailing as on Date of opening of Tender as per Minimum Wages Act	Total Monthly Wages in (Rs) Considering 26 working days.
			Basic	DA as on 30.09.2025	Total of Basic + DA as on 30.09.2025	EPF@12% of (6)	ESI @ 3.25+0.75% of (6)	Bonus@8.33% of (6)	Leave Coverage @ 6.75% of (6)	LWF (As per Govt. Directives)			
1	2	3	4	5	6	7	8	9	10	11	(12) = (6+7+8+9+10+ 11)	13	(14) = (3)X(13)X26 Days
a	Unskilled	1	523	282	805	96.6	32.20	67.0565	54.3375	12	1,067.194	1,067	
b	Semi skilled	1	579	314	893	107.16	35.72	74.3869	60.2775	12	1,182.5444	1,183	
C	Day to Day work, tools and equipment's and its maintenance charges, Insurance, uniform and uniform maintenance and other miscellaneous charges. (Contractor should give details of these items)												

	Sub Total (X)=sum of Sl.no a,b,c
	Add Contractor profit and Overheads on X =(Y)=
	Total amount per Month=(X+Y) =Z
	Total amount per annum=(Z*12) =A
	Add GST 18% on A
	Total Amount

- \*\*Note: -** 1. In case, the rate quote under column (12) is less than the minimum wages evaluated in column (13) of wages charges for Manpower as per latest minimum wages, the tender shall be summarily disqualified.
2. If the amount quoted by the bidder in the price bids is unreasonable/unrealistic or with zero profit margin (**\*contractor to quote a minimum service charge of 3.00% of X**), based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.
3. Contractor to submit a copy of the latest circular published by the competent authority in support of minimum wages prevailing as per Central Govt applicable for public sector banks and conceded by them in their quote.

Place: -

Date: -

(Signature of the Contractor with Seal)