



भारतीय रिज़र्व बैंक  
शिष्टाचार और सुरक्षा स्थापना  
सीबीडी बेलापुर

निविदा आमंत्रण सूचना (एनआईटी)

**बैंक के मुख्य कार्यालय परिसर, बेलापुर, पीडीसी खारघर और आवासीय कॉलोनी, खारघर, नवी मुंबई में 01 अप्रैल 2026 से 31 मार्च 2027 तक की अवधि के लिए व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी) के तहत प्रदान किए जाने वाले बागवानी/औद्यानिकी से संबंधित कार्यों के लिए ई-निविदा (एनआईटी) आमंत्रण सूचना**

शिष्टाचार और सुरक्षा स्थापना, मासंप्रवि, भारतीय रिज़र्व बैंक (इसके बाद 'बैंक' कहा जाएगा), बेलापुर बागवानी/औद्यानिकी सर्विस देने के लिए जानी-मानी फर्म/कंपनियों/एजेंसियों से दो हिस्सों (पार्ट I- टेक्निकल बिड और पार्ट II- प्राइस बिड) में ई-निविदा आमंत्रित कर रहा है। जो वेंडर इसमें हिस्सा लेना चाहते हैं, उन्हें ई-निविदा के ज़रिए हिस्सा लेने के लिए एमएसटीसी पोर्टल (<https://www.mstcecommerce.com/eprocn/index.jsp>) पर रजिस्टर करना होगा।

यह अनुबंध 31 मार्च 2027 तक वैध रहेगा, जिसे ज़्यादा से ज़्यादा दो और सालों के लिए बढ़ाया जा सकता है, एक बार में एक साल, यह काम ठीक रहने पर निर्भर करेगा, या जैसा आरबीआई तय करेगा। निविदा डॉक्यूमेंट/करिजनम का विवरण आरबीआई की वेबसाइट (<https://www.rbi.org.in>) और एमएसटीसी पोर्टल पर उपलब्ध होंगी। निविदा (पार्ट-I और पार्ट-II) 10 मार्च 2026 को दोपहर 14:00 बजे या उससे पहले सिर्फ़ एमएसटीसी पोर्टल के ज़रिए प्रेषित करना होगा।

बैंक बिना कोई कारण बताए किसी भी या सभी निविदा/निविदाएँ को स्वीकार या अस्वीकार करने का अधिकार रखता है।

कृपया ध्यान दें कि आगे का परिशिष्ट/शुद्धिपत्र सिर्फ़ आरबीआई की वेबसाइट पर प्रकाशित किया जाएगा।

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मुख्य महाप्रबंधक  
भारतीय रिज़र्व बैंक, बेलापुर



(केवल ई-प्रोक्वोरमेंट के माध्यम से)  
निविदा अनुसूची (एसओटी)

दो बोली प्रणाली में बोलियाँ	<p>निविदा आमंत्रण प्राधिकरण –</p> <p>चीफ जनरल मैनेजर भारतीय रिज़र्व बैंक मुख्य ऑफिस बिल्डिंग मासंप्रवि दूसरी मंज़िल, सेक्टर – 10 एचएच निर्मला देवी मार्ग सीबीडी-बेलापुर नई मुंबई-400 614 ईमेल आईडी: <a href="mailto:cgmbelapur@rbi.org.in">cgmbelapur@rbi.org.in</a></p>
	ऑफिस- मासंप्रवि, दूसरी मंज़िल, भारतीय रिज़र्व बैंक, सेक्टर – 10, एचएच निर्मला देवी मार्ग, सीबीडी – बेलापुर, नवी मुंबई – 400 614
	ई-निविदा/बिड जमा करने की आखिरी तारीख और समय बिड बंद होने की तारीख: 10 मार्च 2026 दोपहर 2:00 बजे तक
विभाग का नाम	शिष्टाचार और सुरक्षा स्थापना, मासंप्रवि, भारतीय रिज़र्व बैंक
ई-निविदा क्र.	आरबीआई/बेलापुर क्षेत्रीय कार्यालय/मासंप्रवि/2/25-26/ईटी/1008
ई-निविदा का नाम	<b>01 अप्रैल 2026 से 31 मार्च 2027 तक की अवधि के लिए बैंक के कार्यालय परिसर बेलापुर और खारघर, नवी मुंबई में बागवानी/औद्यानिकी।</b>
निविदा का प्रकार	निविदा प्रस्तुत करने का प्रकार: ई-निविदा
काम की अनुमानित लागत	<b>₹40,00,000/-</b> (केवल चालीस लाख रुपये)
बयाना राशि जमा (ईएमडी):	₹80,000/- (केवल अस्सी हजार रुपये)
	हर बोली लगाने वाले को ईएमडी का पेमेंट एनईएफटी/ डिमांड ड्राफ्ट से करना होगा। ईएमडी को 10 मार्च 2026 को दोपहर 02:00 बजे या उससे पहले भारतीय रिज़र्व बैंक के खाते में भेजा जा सकता है। एनईएफटी लेनदेन के लिए खाता विवरण इस तरह हैं: लाभार्थी का नाम: आरबीआई, बेलापुर लाभार्थी खाता क्र.: 186003001 आईएफएससी: RBISONMPA01 ईएमडी प्रमाण जिसमें लेनदेन नंबर और दूसरी डिटेल्स हों, उसे बैंक के अनुमोदित ई-निविदा पोर्टल पर दूसरे निविदा दस्तावेजों के साथ अपलोड किया

	जाएगा और बाद में <a href="mailto:psebelapur@rbi.org.in">psebelapur@rbi.org.in</a> पर ईमेल किया जाए।
टेक्नो-कमर्शियल बिड और फाइनेंशियल बिड की बिडिंग शुरू होने की तारीख	13 फरवरी, 2026 शाम 06.00 बजे
<a href="https://www.mstcecommerce.com/eprocn/index.jsp">https://www.mstcecommerce.com/eprocn/index.jsp</a> पर देखें	
टेक्नो-कमर्शियल बिड और फाइनेंशियल बिड जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	10 मार्च 2026 को दोपहर 02.00 बजे
पार्ट-I (टेक्नो-कमर्शियल बिड) खुलने की तारीख और समय	10 मार्च 2026 दोपहर 03.00 बजे
पार्ट-II (फाइनेंशियल बिड) खुलने की तारीख और समय	फाइनेंशियल बिड खुलने की जानकारी सभी पात्र बोलीदाताओं को बाद में दी जाएगी
लेनदेन शुल्क	लेनदेन शुल्क का भुगतान एमएसटीसी गेटवे/एनईएफटी/आरटीजीएस के ज़रिए एमएसटीसी लिमिटेड के नाम या मेसर्स एमएसटीसी लिमिटेड की सलाह पर करें।
पोर्टल से डाउनलोड के लिए निविदा शुल्क	शून्य



**Reserve Bank of India  
Protocol and Security Establishment  
C.B.D. Belapur**

**RBI/Belapur Regional Office/ HRMD/2/25-26/ET/1008**

**E - TENDER FOR**

**ANNUAL MAINTENANCE CONTRACT FOR GARDENING / HORTICULTURE  
RELATED WORKS AT BANK'S MAIN OFFICE PREMISES AT BELAPUR, PDC  
KHARGHAR AND RESIDENTIAL COLONY, KHARGHAR, NAVI  
(for the Period from April 01, 2026, to March 31, 2027)**

**Part I – TECHNO-COMMERCIAL BID**

**NAME OF TENDERER :** \_\_\_\_\_

**ADDRESS :** \_\_\_\_\_

<b>Last Date of Submission of e-Tender</b>	<b>March 10, 2026 up to 2.00 P.M.</b>
<b>Date of opening of Part – I</b>	<b>March 10, 2026 at 3.00 P. M.</b>
<b>Pre bid Meeting</b>	<b>February 24, 2026 at 11.00 A.M.</b>



भारतीय रिजर्व बैंक  
शिष्टाचार और सुरक्षा स्थापना अनुभाग, मा.स.प्र.वि.  
सी.बी.डी. बेलापुर

RBI/Belapur Regional Office/ HRMD/2/25-26/ET/1008

ई-निविदा हेतु

बैंक के मुख्य कार्यालय परिसर बेलापुर, पीडीसी खारघर और आवासीय कॉलोनी, खारघर, नवी में बागवानी / बागवानी से संबंधित कार्यों के लिए वार्षिक रखरखाव अनुबंध

खण्ड 1 -तकनीकी वाणिज्यिक बोली

बोलीदाता का नाम: \_\_\_\_\_

पता:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ई-निविदा जमा करने की अंतिम तिथि	10 मार्च, 2026 को दोपहर <b>2.00</b> बजे तक
भाग-I खोलने की तिथि	10 मार्च, 2026 को दोपहर <b>3.00</b> बजे
बोली-पूर्व बैठक	24 फरवरी, 2026 को प्रातः 11. <b>00</b> बजे



**Reserve Bank of India  
Protocol & Security Establishment, Belapur**

**DISCLAIMER**

Reserve Bank of India, Protocol and Security Establishment, Belapur, Navi Mumbai has prepared this tender document. The information is provided to prospective tenderers, who intend to participate in e-Tendering for Annual Maintenance Contract for providing gardening / horticulture services at Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar for which this e-tender has been issued, as per the terms and conditions set out in this e-tender and any other terms and conditions related to such information.

This e-tender is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this e-tender is to provide requirements of the Reserve Bank of India to all the parties, interested in submitting their e-tender. While Reserve Bank of India has taken due care in the preparation of the information contained herein, it does not claim that the information is exhaustive. Respondents to this e-tender are required to make their own inquiries and they should not rely solely on the information contained in the e-tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their e-tenders.

**EMD of ₹ 80,000/- (Rupees Eighty Thousand Only)** is to be submitted by all the bidders, inclusive of MSME registered members. Tender without EMD shall not be accepted / opened.



**Reserve Bank of India  
Protocol and Security Establishment  
C.B.D. Belapur**

**NOTICE INVITING TENDER (NIT)**

**NOTICE INVITING E-TENDER (NIT) for GARDENING / HORTICULTURE related works to be provided under Comprehensive Annual Maintenance Contract (CAMC) at the Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar, Navi Mumbai for the period from April 01, 2026, to March 31, 2027**

Protocol and Security Establishment, HRMD, Reserve Bank of India (hereinafter referred to as 'the Bank'), Belapur invites e-tender in two parts (Part I- Technical Bid & Part II- Price Bid) from reputed Firms / Companies / Agencies for providing gardening/ horticulture services. The interested vendors must register themselves on the MSTC portal (<https://www.mstcecommerce.com/eprocn/index.jsp>) for participating through e-tendering.

The contract will be valid up to March 31, 2027, extendable for a maximum of two more years, one year at a time, subject to satisfactory performance, or as RBI may decide. The details of the tender document/corrigendum will be available on RBI Website (<https://www.rbi.org.in>) and MSTC portal. The Tender (Part-I & Part-II) shall be submitted on or before 1400 hours on March 10, 2026, through MSTC portal only.

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

Please note that further Addendum/Corrigendum will only be published on RBI website.

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**Chief General Manager  
Reserve Bank of India, Belapur**



(Only through e-procurement)

**SCHEDULE OF TENDER (SOT)**

Bids in Two Bids System	<i>Tender Inviting Authority –</i>  <i>The Chief General Manager</i> <i>Reserve Bank of India</i> <i>Main office Building</i> <i>HRMD</i> <i>2nd Floor, Sector – 10</i> <i>HH Nirmala Devi Marg</i> <i>CBD-Belapur</i> <i>Navi Mumbai-400 614</i> <i>E Mail id : <a href="mailto:cgmbelapur@rbi.org.in">cgmbelapur@rbi.org.in</a></i>
	Office- HRMD, 2 <sup>nd</sup> Floor, Reserve Bank of India, Sector – 10,  HH Nirmala Devi Marg, CBD – Belapur, Navi Mumbai – 400 614
	Due Date and Time for submission of e-Tender/Bid  Bid close date: March 10, 2026 up to 2:00 PM
Name of the Department	Protocol and Security Services, HRMD, RBI
E -Tender no	<b>RBI/Belapur Regional Office/ HRMD/2/25-26/ET/1008</b>
E -Tender name	<b><i>GARDENING / HORTICULTURE at Bank's office Premises Belapur and Kharghar, Navi Mumbai for the period from April 01, 2026 to March 31, 2027.</i></b>
Mode of Tender	Tender submission mode: e-Tender
Estimated cost of work	<b>₹40,00,000 (Rupees Forty Lakh Only)</b>
Earnest Money Deposit (EMD) :	<b>₹80,000 (Rupees Eighty Thousand Only)</b>

	<p>EMD shall be paid by each bidder through NEFT/ Demand Draft. EMD can be remitted to Reserve Bank of India Account on or before 02:00 PM of March 10, 2026</p> <p>The account details for NEFT transactions are as under:</p> <p>Beneficiary Name: <b>RBI Belapur</b></p> <p>Beneficiary A/c No: <b>186003001</b></p> <p>IFSC: RBIS0NMPA01</p> <p>EMD Proof of remittance indicating transaction number and other details shall be uploaded on Bank's approved e-tender portal along with other tender documents and subsequently emailed to <a href="mailto:psebelapur@rbi.org.in">psebelapur@rbi.org.in</a></p>
Bidding start date of Techno- Commercial Bid and Financial Bid at <a href="https://www.mstcecommerce.com/eprocn/index.jsp">https://www.mstcecommerce.com/eprocn/index.jsp</a>	06.00 p.m. on February 13, 2026
Date of closing of online e-Tender for submission of Techno- Commercial Bid & Financial Bid	02.00 p.m. on of March 10, 2026
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date & Time of opening of Part- II (Financial Bid)	03.00 p.m. on March 10, 2026  Opening of Financial Bid will be intimated to all the eligible bidders on a later date
Transaction Fee	Payment of Transaction fee through MSTC Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd
Tender fees for download from portal	NIL

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

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**Note:**

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

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

## SECTION I

### **Important instructions for E-Tender**

Tenderers are requested to read the terms & conditions of this tender before submitting their online tender.

#### **1. Eligibility criteria –**

Tenders are invited under two-bid system by the Chief General Manager, Reserve Bank of India, Belapur, for the Gardening/ Horticulture work at Bank's Main Office Premises, Belapur, PDC Kharghar and Residential Colony at Kharghar , Navi Mumbai.

2. The tender in two parts (Part I comprising of duly filled tender part I, EMD, technical bid/details, literature etc. and Part II comprising of duly filled-in Price Bid) should be submitted online as e-Tender using digital signature not later than the date and time of submission of tender/bid online. Tender inviting authority and Name of work, office is specified in tender. No tender will be accepted after the specified date and time for submission of tender under any circumstances whatsoever. Bids shall be submitted online only and those received in physical form, by telegram or telex and those received late will not be entertained.

#### **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 Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE:** Technical and Financial Bid as to be submitted on-line only at [https://www.mstcecommerce.com/eprochome/rbi/buyer\\_login.jsp](https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp)

Vendors are required to register themselves online with <https://www.mstcecommerce.com> → eProcurement → PSU / Govt. Depts → RBI. Register as Vendor by filling up details and creating own user id and password → Submit. [https://www.mstcecommerce.com/eprochome/rbi/buyer\\_login.jsp](https://www.mstcecommerce.com/eprochome/rbi/buyer_login.jsp) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form. In case of any clarification, please contact MSTC / RBI, Belapur, (before the scheduled time of the e-tender).

#### **Contact details for MSTC Ltd:**

##### **a. MSTC Helpdesk**

**Phone No 033-22895064/ 033-40609118 / 033-22901004 / 033-40645316**

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

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

Sr. No.	Name	Designation	Email	Mobile No
1	Shri. Sushil Nale	Asst. Manager	<a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a>	09987758430/ 09987758460
2	Shri. Tanmoy Sarkar	Deputy Manager	<a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a>	08349894664
3	Mr Deepak Kumar Sahu	Asst. Manager	<a href="mailto:dksahu@mstcindia.co.in">dksahu@mstcindia.co.in</a>	7974011447
4	Mr Mihir Shantilal Bodar	Junior Manager	<a href="mailto:wroopn17@mstcindia.in">wroopn17@mstcindia.in</a>	9076055355

**Contact person for RBI, Belapur:**

a) **AMC Desk:**

Phone No - 022- 27523216/ 3257

e-mail ID – [psebelapur@rbi.org.in](mailto:psebelapur@rbi.org.in)

b) Manilal N K, Assistant Manager, P&SE- HRMD

Phone No - 022- 69873027

c) Sqn. Ldr. Mrigesh Chand Rajwar Assistant Manager(P&SE)

Phone No - 022- 27523222

d) Sqn. Ldr. Sunanda Mhaske, Assistant Manager (P&SE)

Phone No - 022-27523140

e) Maj. Nithin Hariram, Assistant General Manager(P&SE)

Phone No - 022-27523013.

**2. System Requirement:**

(a) Windows XP-SP3 & above / Windows 7 Operating System

(b) IE-7 and above Internet browser

(c) Signing type digital signature

(d) JRE-7 update 9 and above software to be downloaded and installed in the system.

(e) 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”.

(f) 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**)

For more details, vendor may refer to Service Provider / Contractor / Vendor **Guide** and **FAQ** available at [www.mstcecommerce.com/eprhome](http://www.mstcecommerce.com/eprhome). The Technical Bid and the Financial Bid shall have to be submitted online at [www.mstcecommerce.com/eprhome/rbi](http://www.mstcecommerce.com/eprhome/rbi). Bids will be opened electronically on specified date and time as given in the Tender.

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

**Special Note towards Transaction fee:**

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

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

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

## 6. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary Tender fees (if any) and Transaction fees (If any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. All bidders (including MSME registered members) need to submit EMD before opening of Part-I of the tender. EMD of successful bidder will be retained after award of the work.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e- procurement → PSU/Govt. Depts. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

- 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 as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of terms & conditions of the tender.
- m) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- n) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- o) Vendors are requested to read the vendor guide and see the video in the page e procurement home to familiarize them with the system before bidding.
- p) No deviation to the technical and commercial terms & conditions are allowed.

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.

## FORM OF TENDER

Date:

To,

Chief General Manager  
Reserve Bank of India  
Estate Department  
HH Nirmala Devi Marg,  
CBD-Belapur  
Navi Mumbai- 400 614

Dear Sir,

### **E-Tender for Annual Maintenance Contract for Development and Maintenance of Gardening works at Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar, Navi Mumbai.**

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

### MEMORANDUM

(a)	Description of works	:	<b>E -Tender for Annual Maintenance Contract for Development and Maintenance of Gardening works at Bank's Main Office Premises at Belapur and Kharghar, Navi Mumbai.</b>
(b)	Estimated cost	:	<b>₹40,00,000/- (Rupees Forty Lakh Only)</b>
(c)	Earnest money deposit	:	<b>₹80,000/- (Rupees Eighty Thousand Only)-</b>
(d)	Period of contract.	:	12 months (From April 01, 2026 to March 31, 2027).

(f)	Performance Guarantee	:	5% of the tender amount before commencement of work.
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We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed Proforma.

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

3. A sum of **₹80,000/- (Rupees Eighty Thousand Only)** only is hereby forwarded/uploaded in the form as specified in the tender document as Earnest Money. If I/We, fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the Reserve Bank of India or its successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Reserve Bank of India or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender document upon the terms and conditions contained therein.

Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. Our bankers (with full address) are:

(i)

(ii)

(The names of partners of our firm are:

(i)

(ii)

Name of person having Power of Attorney to sign the contract (Certified true copy of the Power Of Attorney should be attached)

(Signature and address of witnesses)

Signature of Contractor

(1)

(2)

## Section II

### **General Instructions to the Tenderers and Conditions of the Annual Rate Maintenance Contract**

#### **A. Clause: Scope of work**

- a. Work Description: This work encompasses comprehensive, end-to-end facility management of gardening and landscaping services for the offices of the Reserve Bank of India located in Belapur PDC Kharghar and Residential Colony at Kharghar, Navi Mumbai. It includes implementation, monitoring, and adaptation of annual maintenance contracts (AMCs) for all garden areas, shrubs, and lawns. Services extend to seasonally adapted planting cycles aligned with local climate patterns, integrated pest and disease control through ecologically compatible protocols, predictive soil health enhancement via organic amendments and microbial inoculation, and systematic waste management practices—all aimed at creating visually appealing and functionally green spaces.
  
- b. The scope of this tender mainly includes maintaining various green areas in the Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar and Rear plot at MOB Belapur. The work involves day to day watering, trimming, maintaining of the various plants such as shrubs, hedges, ground covers, trees, grass, indoor plants and lawn areas, weeding of unwanted grass/wild growth from all the paver blocks, pathways, open and undeveloped areas and maintenance of vertical garden and shall include replacing the plants whenever required. The size of Vertical panel is approximately 100 sq. ft.
  
- c. The plants and green area shall be provided with approved pesticides and filled with approved red garden soil mixed with Bio Organic/ processed Manure in standard proportion 3:1/ as per the manufacturer's specification/ Bank's requirement, so as to ascertain the satisfactory growth of entire plantation.
  
- d. Trimming of trees and Eco-Friendly Termite treatment to the trees as per frequency mentioned in scope of work and / or as directed by Bank's officials.
  
- e. If required, necessary liaising shall be done with neighboring property owners / concerned authorities for trimming and removal of fully decayed trees.
  
- f. The entire scope of work shall be attended by deploying manpower / machines / equipment as per Schedule of quantities under the overall supervision of a Skilled

Gardener, to be deployed on weekly basis excluding Sundays. The workers should report every day to Bank's officials before taking up their duties & at the close of the day as per the specified timings. The AMC Contractor will have to specifically deploy the specified no of laborers in a month that will be required to carry out the work. The tenderer will also have to specify/indicate modern tools/machinery equipment, if any, proposed to be utilized for carrying out the work

- g.** The contractor shall keep all the tools of his own, required for the gardening work. The water sources are provided at the various convenient locations and the contractor shall maintain the desired length of leak proof hosepipe at site for adequate day-to-day watering. The contractor shall bring to the notice of the Bank's Caretaker and/or Security Officer immediately if there is any shortfall in the availability of water at place of work.
- h.** A single source of water supply will be provided by the Reserve Bank of India at each workplace. Supply and distribution of water to the roots of the plants/lawn will be done by contractor at his own risk and cost.
- i.** The health and growth of the plants shall be the prime concern of the contractor.
- j.** Rate shall suitably include for day-to-day cutting of the lawns by machine and disposing the waste garbage in gunny bags out of the Bank's premises at authorized municipal dumps.
- k.** Liaising with municipality/ government authority concerned for taking permission for trimming of trees and /or uprooting of trees and any other garden and its associated work as instructed by the supervising officials of the Bank. Required letter would be issued by the Bank for the same.
- l.** The tenderer shall inspect the site and verify the entire quantum of work before quoting. The rate is based on per month and the bills shall be settled every month after the certification of Bank's Caretaker and Security Officer.
- m.** The Contractor shall also maintain the potted plants kept in premises and place them at prominent locations. Same may be replaced weekly with alternate available potted plants.
- n.** The Contractor should maintain the existing potted plants, plants in the Bank's property and shall undertake to replace / replenish the decayed or dead plants of the same variety at his own cost during the contract period.
- o.** The contractor shall arrange for carefully uprooting and weeding out wild grass and wild growth to get rid of the rootstock, as required at site by deploying required

number of workmen as per quantum of work, stacking the same, clearing the entire area specifically around the existing trees and shrubs, etc. and disposing all the vegetation, removal of wild grass and unwanted materials etc. from the Bank's premises as directed by the Bank's Caretaker and / or Security Officer. The disposables are not to be burnt.

## **B. Clause: Services to be rendered by Contractor**

1. The Contractor shall be responsible for providing uninterrupted services on regular basis as per the scope of work and terms and conditions of the contract. The said Conditions and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively as per the said Conditions and the correspondence contained therein.

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

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

4. The Contractor has to obtain police verification certificates annually reporting the character and antecedents of its personnel and other details relating to name, parentage, age and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in the Bank's premises. **The police verification certificates of all deployed staff shall be submitted within 45 days of award of contract.**

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

6. There shall be no-employer- employee relationship between the Bank and the persons engaged for the purpose of this agreement. All the workers or persons deployed by the contractor shall be considered as the employees of the contractor

and RBI shall not have any liability what-so-ever with regard to such workers/employees.

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

8. The Contractor shall make the payment to the contract labour in the presence of the representative of the Bank and submit bank statement with the bill clearly showing the payment made to each contract labour engaged for the purpose of this contract. Further, the contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with. RBI will have right to demand any other documents which are required to ascertain compliance by the Contractor to various provisions of the Labour Laws.

9. The quoted service charges will be firm and not subject to labour conditions, exchange variations or any other condition whatsoever. In case, whenever there is increase in minimum wages notified by Government of India, the firm shall pay the wages in addition to the existing wages for the tenure of the contract. However, upward revision in minimum wages during the contract period, if any, shall be taken into consideration by the Bank and given effect subsequently that too after satisfying itself for satisfactory performance of the contractor. The successful tenderer will be bound to pay the **minimum wages** to the workforce employed by him/them, therefore rate should be quoted keeping this in mind, in absence of which the tender of the firm concerned will be rejected. **The tenderers are, therefore, advised to quote the rates for various items of the work included in Schedule of Quantity as well as they should supply the Analysis of their Quoted Rates if asked for.**

10. Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time with i.e. effective from 1st April and 1st October every year, for '**Building Operations**' for 'Area A'. The 'Gardener' shall be considered under the category '**Skilled**', '**Semi-skilled**' and "**Unskilled**" based on the nature of duties entrusted to them (Refer Manpower requirement in "Detailed Scope of Work"). The bidders shall keep in mind the latest wage structure while offering rates. The rates/quotes in the Financial Bid shall be firm and final and will not be enhanced under any pretext during the period of the contract.

i) Any future increase or decrease in these statutory rates like, VDA, EPF ESI, Bonus, HRA etc. will be paid by the Contractor to the contract labour in time without any default.

ii) After the increase in minimum wage by the Labour Ministry, the revised VDA, EPF and ESI will be duly paid by the bank within 45 days from the date of submission of the complete bill along with all supporting documents.

Any other revision in wage components like bonus, HRA etc. will be borne by the contractor

11. Format of registers & salary slips

i. **Register of workmen**

1	Name and address of the Contractor		
2	Number and date of Contract		
3	Name and address of the Department awarding the contract		
4	Nature of the Contract and location of the work		
5	Duration of the Contract		

Sr. No	Name and Surname of the workers	Age & Sex	Father's Name	Nature of Employment & Designation	Permanent Home Address of Employee workmen (Village, Dist. Thana)	Present Address of the employee workmen	Date of Commencement of employment of the employee workmen	Date of termination or leaving employment by the employee workmen	Signature / Thumb impression of the employee workmen	Remarks
1	2	3	4	5	6	7	8	9	10	11

ii. **Salary SLIP**

	Name of the Contractor	:	
	Place of Work of the employee workman	:	
	Name of the Workers with father`s Name	:	
	Nature of Employment	:	
	Wage period	:	
	Rate of Wages Payable	:	
	Total attendance/Unit of work done	:	
	Date/s on which overtime worked	:	
	Overtime Wages	:	
	Gross Wages Payable	:	
	Total Deductions (indicating nature of deductions)	:	
	Net Wages Payable	:	
Contractor`s Signature		Employees` Signature / Thumb Impression	

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

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

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

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

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

17. The Contractor shall be liable for any damage caused to the Bank or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank or the persons and properties of the occupants of the premises and therein by any act, omission, default or negligence of the contractor or his employees or agents.

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

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

a) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.

b) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

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

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

19. The Contractor agrees to utilize materials/brands which has been approved by the Bank. The procurement of required gardening material shall be done with the prior approval of the Bank. He/ the contractor is also required to maintain the proper record (challans, receipts and invoices) of the material used with the Caretaker of the Colony and certified copy of the same is attached with monthly

bill. The Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis. The Bank may conduct surprise check to verify the quality/standard of material/service provided by the Contractor.

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

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

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

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

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

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

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

### **C) Clause: Termination of the contract**

1) If the Contractor being an individual or a firm commits any 'act of insolvency' (as defined by the Insolvency and Bankruptcy Code, 2016 or shall be adjudged as bankrupt/insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall immediately serve notice to him/it requiring him/it to show to the reasonable satisfaction of the Bank that he/it is able to carry out and fulfil the Contract and to give security therefore, if so required by the Bank.

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

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

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

Or the Contractor charges or encumbers this contract or any payments due or which may become due to the Contractor hereunder. Or if the Bank determines that the contractor

(i) Has abandoned the contract.

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

(iii) Has failed to proceed with works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

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

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

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

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving one-months' notice in writing to the Contractor, terminate the Contract, but without thereby affecting the powers of the Bank or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract has not been so determined, as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank its authorized representatives may enter upon and take possession of the works and all plant, tools, machinery, steam and other power utensils and materials lying upon the premises or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works at the risk and cost of the Contractor, and the Contractor other person or persons employed for completing and using the materials and plants for the works when the work shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the contractor to remove his surplus materials, and should the contractor fail to do so within a period of two days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the

net amount realized. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank for the value of the said materials so taken possession of by the Bank and the expenses or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be and the Certificate of the Bank shall be final and conclusive between the parties. The Bank shall also be entitled to forfeit the security deposit.

2) Termination of contract by Contractor - If the payment of the amount payable by the Bank is in arrears and unpaid for 30 days after notice in writing requiring payment of the amount as aforesaid have been given by the Contractor to the Bank, or if the Bank repudiates the Contract, or if the works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing of 30 days to the Bank, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made. The Contractor shall however continue to discharge the contractual obligation during the notice period unless dispensed by the Bank.

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

#### **D) Penalty clause –**

1. The contractor will be required to maintain a **complaint/feedback register** at each of the site, which should be easily available to all the Security Officers and Caretakers. The complaint/feedback register should be attended to on ongoing basis, and it should be ensured that complaints in the register are resolved without any delay. In case it is found that the complaints have not been rectified/ resolved despite entry in the complaint register, the Bank may impose penalty of **₹500/-** for each such unresolved complaint beyond 24 hours and the same may be adjusted from the **Contractor Profit section** of monthly

bill payable to the Contractor. The decision of the Bank will be final in this regard.

2. A **surprise review/ inspection** (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of material/plants/flowers, pruning and trimming of trees, pesticides of plants, maintenance of lawns, covering cleanliness of garden, mechanism for quick disposal of waste collected from garden area, Health and Sanitary Arrangements for Workers, attendance of staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it will be also based on feedbacks from residents/ caretakers or complaints in complaint register). Monthly payment to Contractor will be released only if the performance is found to be satisfactory in review/ inspection. In case the gardening work rendered is found unsatisfactory or any Colony/ Office/ specified area is not maintained properly as per the contract or if any other deficiency in service/ performance is found then **the Bank may impose a penalty of ₹5000/- (₹Five Thousand only) per instance**, the amount of penalty may be recovered either from the monthly bill payment or from the security deposit. If repeated complaints/ lapses in performance are found then the Bank reserves the right to terminate the agreement by giving one calendar months' notice in writing, however, the Contractor shall continue to discharge its/his obligations during the notice period unless dispensed by the Bank. In case of termination of the agreement for contravention of the terms and conditions of the agreement, the contractor may be debarred from any business dealings with the Bank for a period of five years. However, before debarring the Contractor, the Bank may give a seven days' notice to the Contractor and consider the response, if any, thereon. The decision of the Bank will be final and binding in this regard.
3. The contractor shall deploy **skilled gardening staff who are experienced** as mentioned in tender document. If the gardening staff is found to have inadequate experience to execute the work, the contractor shall substitute such staff immediately. Failure on the part of contractor to deploy experienced workers will attract a compensation to be paid by contractor at the rate of **₹1000/- (₹One Thousand only) per workman per day**. Decision of the Bank as to whether staff possesses requisite experience shall be final and binding.
4. The contractor should ensure that no workman/ Gardening staff deployed by them takes personal work in any flat in any Bank colony/ leased flat. If any worker is **found doing any personal work in any of the flats**, he/ she should be immediately removed. If contractor fails to ensure this condition, then a **penalty of ₹1000/- (₹One Thousand only) per instance** may be imposed by the Bank.
5. The Contractor shall ensure that its gardening staff observe cleanliness, maintain hygiene by wearing proper apparels and gear, and are properly dressed in uniform with identity cards etc., during their duty hours. They shall not demand any money or reward in any shape from employees or visitors in

Bank's premises. Failing to comply/adhere with these conditions will invite a **penalty of ₹1000/- (₹One Thousand only) per instance** and habitual offenders in this regard shall be removed from deployment at the Bank's premises.

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

**Penalty for absence from duty would be calculated as follows:**

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

Where, A - Total no. of absence from duty

C - Contract Amount per annum

N - Required number of employees per day as per Contract

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

**E) Clause: Non-disclosure** The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor or its employees during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-

disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

**F) Clause: Sexual Harassment:** The Contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint”. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank’s employee/ resident, if sexual harassment by the employee of the contractor is proved by the Committee. Upon receipt of such complaint, the Contractor shall remove such person from the premises of the Bank and replace with suitable person till the enquiry/proceedings have been completed and the person is not found guilty. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

**H) Insurance Clause:**

1. The Contractor shall at his own expense, arrange to effect and maintain entire contract with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.

- a) All risks as per Standard all risk Policy for Contractors
- b) Workmen Compensation Policy for all workmen deployed at site
- c) Third Party Liability Policy as per following details:
  - For injury to persons – ₹2.00 Lakh per person per accident.
  - For damage to property – ₹5.00 Lakh per accident.

Subject to overall ceiling as per extant Insurance guidelines.

**Note:** These policies shall be valid till the completion of the work. If the contractor does not provide these policies (within 15 days of issue of work order), the Bank may impose monetary penalty of ₹1000 per day also Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

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

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

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

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

6. The Contractor shall insure the workers at his cost and keep them insured until the completion of the work, against loss or damage by fire within the joint names of the Bank and Contractor (the name of the former being placed first in the Policy),

for the full amount of the contract. Such policy shall cover the property of the Bank only and the Bank's and Surveyors fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and the receipts for the premium as specified.

**I) Clause: Contractor's Employees:**

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

6. The workmen / employees engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by the Bank employees, guests, etc.
7. It is clearly understood that the contractor's employees shall not have any employee-employer or master-servant relationship with Bank.
8. The Contractor shall ensure that:
  - i. All instructions, guidelines and specifications issued to the Contractor by the Bank are clearly and effectively communicated by the Contractor to its employees and personnel;
  - ii. All instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of the Bank is not compromised.
  - iii. No action of the Contractor and / or its employees and/or personnel shall violate prevailing laws and regulations. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies. Further, the antecedents of staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted in the Bank.
  - iv. The gardening staff of the contractor shall not demand/ accept any money or reward in any shape from employees or their family members or guests staying in colonies.
  - v. The contractor should get the medical check done for its workforce (to be deployed for the pest Control purpose). The contractor shall ensure that staff deployed is free from any contagious or communicable diseases and arrange for their regular Health check-ups and necessary vaccination once a year. The cost in this regard is to be borne by the contractor and not by Bank. The documentary evidence in this regard will be required to be furnished to the Bank within a fortnight of employee commencing work. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services immediately and suitable replacement shall have to be arranged forthwith. Bank may arrange for medical check-up of the contractor's personnel if considered necessary by the Bank and the Contractor shall withdraw any person who is found medically unfit for the job and arrange for an appropriate substitute. The cost, if any, incurred by Bank in this regard shall be borne by the Contractor.
9. The Contractor shall, on the request of the Bank, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank commits misconduct and such persons shall not be again employed on the works without the permission of the Bank.

**J) Clause: Signing of Contract Agreement:**

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

**K) Clauses: Licenses, Compliances, and Indemnity**

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

(ii) The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour/ Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts / Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement.

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

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

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

**M) Clause: Failure to Exercise RBI's rights**

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

**N) Clause: Tenancy Rights**

Nothing herein contained shall be construed to create any tenancy in favour of the Contractor or his/its persons and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter and retake and absolutely retain possession of the portion provided by Bank to the contractor for due execution of the contract and evict its personnel. The persons failing to vacate the premises will be treated as trespasser and will be liable to be evicted and prosecuted.

**O) Clause: Other conditions**

1. To ensure effective implementation of this contract, the Regional Director or an authorised official/s of Reserve Bank of India, Mumbai Regional Office shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the contractor. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of

the Regional Director, Reserve Bank of India, Mumbai Regional Office shall be final and binding on the contractor.

2. The Contractor shall provide at his cost everything necessary for the proper execution of the gardening works according to the intent and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancy he shall immediately and in writing refer same to the Regional Director who shall decide thereupon. The decision of the Regional Director shall be final and binding on the Contractor.
3. All materials and workmanship shall so far as procurable be of the equivalent kind described in the Scope of Work and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish him with all invoices, accounts, receipts, and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require.
4. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
5. If, at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Bank shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
6. **The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign, or sub-let the Contract or any part share thereof or any interest therein without the prior written consent of the Bank; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their contract. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.**

7. If the Contractor after receipt of written notice from the Bank requiring compliance immediately, fails to comply with, the Bank may engage and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank and the same may be deducted from any moneys due to the Contractor.
8. On taking over the responsibility of work assigned, the Contractor shall formulate the mechanism for due assignment of work to its personnel which will be finalised by the Bank/ its authorized officials. Subsequently, the contractor shall review the work assigned from time to time with the permission of the Bank, for further streamlining their systems.
9. The work is in the nature of Facility Management (Gardening & Horticultural Services). The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time or from the date of handing over of the site whichever is later. If the work(s) be delayed by: -
  - a. force majeure, or
  - b. delay on the part of other contractors or tradesmen engaged by the Bank in executing work not forming part of the Contract, or
  - c. non-availability of stores, which are the responsibility of the Bank to supply or
  - d. non-availability or break down of tools and plant to be supplied or supplied by the Bank or
  - e. any other cause which, in the absolute discretion of the Bank is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Bank but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Bank to proceed with the works. Request for extension of time, to be eligible for consideration with reasons, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Bank. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In such case the Bank may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by Bank in writing, within 2 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time by the Bank and this shall be binding on the contractor.

10. The decision, opinion, direction, certificate (except for payment) by the Bank with respect to all or any of the matters hereof (which matters are herein

referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

11. The contractor shall ensure to keep the garden / place of work always clean. As the work is going to be carried out mostly in occupied Bank premises, the contractor shall take due care to clean the work area after completion of work, before leaving the place. In case the contractor fails to comply with the requirements of this clause, the Bank shall have the right to get this work done at the cost of the contractor through any other agency and recover the amount from contractor's bill or security deposit.
12. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully, and faithfully to the instructions in writing in respect of the work signed by the Bank or his representative. In the case of any class of work for which there is no specifications mentioned, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Bank.
13. The Contractor shall conform to the provisions of any Act of the Legislature relating to the work, and to the regulations and bye-laws of any authority, and of any water, Gas, electric supply, and other companies and/or authorities with whose systems the relevant installation is connected and shall not make any deviations in violation of the statutory provisions. The Contractor shall bring to the attention of the Bank all notices required by the said Acts, regulations, or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.
14. The contractor shall fully indemnify and keep indemnified the Bank against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall himself pay any royalties, licence fees etc. which may be payable in respect of any article or part thereof included in the contract or damages cost and charges of all and every sort that may be legally incurred in respect thereof. In the event of any claims made under or action brought against the Bank in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

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

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

**Q) Prohibition on Deployment of Foreign Nationals and Mandatory Submission of Police Verification for Employees:**

1) The contractor shall ensure that no employee deployed on the bank premises is a foreign national, who is not legally authorized to work in India under Indian laws. The contractor shall provide written certification regarding the nationality, legal residential status, and eligibility to work in India for all employees prior to deployment.

2) Deployment of any foreign national shall be deemed a material breach of this agreement, which may result in immediate termination of services, recovery of contracted costs, and referral of the contractor to law enforcement authorities under relevant provisions of the *Foreigners Act, 1946* and the *Indian Penal Code, 1860*.

3) Within fifteen (15) calendar days of receiving the contract, the contractor shall submit valid police verification reports for all deployed employees, obtained through government-designated channels. The bank shall have the right to verify the authenticity of such reports, as may be done through digital verification mechanisms (such as QR codes, online portals, etc.) as per statistical guidelines.

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

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

Signed and delivered by Reserve Bank of India, Belapur.

## Section III

### **Terms and conditions**

#### **1. Security Deposit -**

(i) The Successful bidder shall furnish Security Deposit to the Bank within 15 days from the date of acceptance of offer. The security deposit will be 5% of the tender value (rounded off to nearest ten thousand rupees) for due performance of the contract in the form of Bank Guarantee valid for a period plus two months after expiry of the contract. The bank guarantee shall be renewed for a further period of one/ two years in case of renewal of the contract by the Bank. The Security Deposit should be paid before start of the work. This is a pre-requisite for awarding the contract. No interest will be paid to the bidder for Security Deposit during the period of agreement.

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

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

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

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

(vi) If the successful bidder fails to comply with the terms and conditions of the contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Bank.

#### **2. Prices for extra etc. ascertainment of**

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

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

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

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

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

**3. Special conditions:**

- i) The prices quoted shall be deemed to have included all applicable taxes (excluding GST), custom duty, excise duty, local levies, etc. imposed by Central/State Government/ Local Bodies, Contractor's Profit, Overhead expenses, and other expenses. If the Contractor fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Bank that the same is given pursuant to this condition, together with all necessary information relating thereto. No service charge will be payable.
- ii) The rates are inclusive of involvement of cost of labour, transportation, tools, tackles and equipment /appliances, maintaining lawn by using necessary machines, etc. The rate shall include removal of all wastage generated due to pruning and trimming (irrespective of height of the tree), removal of dead and

fallen trees away from the Bank's residential colonies and Office premises. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials (wherever required), etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

- iii) The Bidder should also note that unless otherwise stated, the tender is strictly on lump sum basis and attention is drawn to the fact that rates for each work should be correct, workable, and self-supporting. The scope of work indicates the total extent of work, which also includes any other small works required to complete the intent of the scope so defined.
- iv) Part 'II' (Section II) - Financial Bids shall contain prices in Indian Rupees only as per the format both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II (Section II) of the tender will not be considered and will be treated as null and void.
- v) Bidders are expected to exercise due care while quoting the rates. The rates quoted should not be Abnormally High Rates (AHRs) or Abnormally Low Rates (ALRs). In case ALRs are quoted by any bidder/s in Financial Bid, the Bank reserves the right to either reject such bids or to establish the reasonableness of prices based on estimated rates, prevailing market rates, last purchase prices, other input costs and intrinsic value etc. before awarding the contract.
- vi) The Contractor must use only the forms downloaded from the Bank's website to fill in the rates. The uploaded tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- vii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Financial Bid, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- viii) The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Bank within 7 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. In such an event the Bank shall have right to debar the bidder from participating in any tender in the Bank for a period five years. However, before debarring the bidder, the Bank may give a seven days' notice to the bidder and consider the response, if any, thereon. The decision of the Bank will be final and binding in this regard.
- ix) The losses due to breakage / theft / damage or loss of any such materials / equipment / fixtures / furniture or damage due to poor and reckless handling shall be recovered from the Contractor at full cost. The contractor or his gardening staff shall not use the premises, properties, fixtures, fittings, etc., of

the Bank colonies for any purpose other than those expressly provided in the contract.

- x) Water and Electricity is available at sites and may be used by the contractor for the works free of cost, subject to the condition that the contractor shall make his/her own arrangement to take supply from the nearest source available. During the execution of work, adequate care shall be taken by the Contractor so that the Power and Gas supply, Water and Drainage system, etc. which may be having common line serving to adjacent properties, including Bank's premises, shall not be disturbed. If any of these services are disturbed due to any work undertaken by the Contractor, the Contractor shall take all initiative to get the same restored at the earliest. No extra amount shall be paid on this account.
- xi) In the event of any damage being caused to the movable or immovable property of the Bank or its residents or guests or employees or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the same from the bill of the contractor or from the security deposit.
- xii) The contractor shall not use the Logo and/ or trade name of Bank or letter head of Bank and the relationship between the contractor and Bank being on principal-to-principal basis, the contractor shall not hold himself/ herself as an agent of Bank. The contractor shall not use Bank's address on his letterhead/ stationery for purposes of Registration or communication with any Government/ Local Body or any other organisation or person and no tenancy shall be created by the presence of his workmen/ employee in Bank's premises.
- xiii) Contractor shall maintain all registers as required by the Regional Labour Commissioner and shall furnish the same to the Bank or its representative as and when required.
- xiv) The Contractor shall ensure that local labour, unskilled as well as skilled, to the extent possible and available from local resources, are preferably employed on the work. xv) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfillment of the obligations under the contract.
- xvi) The contractor shall immediately after receiving letter of award of work and before commencement of the work, intimate in writing to the Bank, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the gardening staff who will be deputed for the work. Minimum requirement of such the gardening staff and their qualifications and experience shall not be lower than specified in Scope of work. The Bank shall within 3 days of receipt of such communication intimate in writing its approval or otherwise to the contractor. Any such approval may at any time be withdrawn and in case

of such withdrawal, the contractor shall appoint other employees according to the provisions of this clause. Decision of the Bank shall be final and binding on the contractor in this respect. Such gardening staff shall be appointed by the contractor soon after receipt of the approval from the Bank and shall be available at site before start of work.

- xvii) The Skilled Gardener shall be present at the site of work for supervision and present himself/themselves, as required, to the Bank and/or his designated representative to take instructions. Instructions given to the Skilled Gardener shall be deemed to have the same force as if these have been given to the contractor. The Skilled Gardener shall be available at site fully during the specified durations and whenever so required by the Bank and shall also note down instructions conveyed by the Bank or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions. Necessary site Registers viz. complaint register, Material receipt/consumption register/ Labour attendance register etc. shall be strictly maintained by him on daily basis and got duly authenticated from Caretaker.
- xviii) If the Bank, whose decision in this respect is final and binding on the contractor, is convinced that no such site supervisor and/ or technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a penalty may be imposed as specified in penalty clause in Articles of agreement.
- xix) The successful Contractor is bound to carry out all items of work necessary for performance of the job even though such items are not included in the scope of work and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
- xx) If there are varying or conflicting provisions made in any one document forming part of the contract, the Bank shall be the deciding authority regarding the intention of the document and his decision shall be final and binding on the contractor.
- xxi) The tendered rates shall be inclusive of all the liabilities (**excluding GST**) of the company/agency/firm viz., Statutory Liabilities such as Minimum Wages, ESI, EPF contributions, Bonus, Reliever charges, liaising with NMMC, trimming & pruning of trees, removal of dead and fallen trees, removal of debris, transportation and NMMC Charges, if any, required in entire contract period etc. A reference may be made to all Central Government laws/guidelines in this regard. The rates shall also include cost of all labour, uniforms and tools, machinery, equipment etc. required at the sites.
- xxii) Daily basis supervision of the Skilled Gardener for giving instructions to the site staff and submitting report/suggestions to the employer. The reports of decayed/dead plants and trees shall be submitted on monthly basis to the Bank.
- xxiii) Carrying out all horticultural operations for the proper growth of plants and uniform thickness/density of grass in lawn. Whenever new plants are provided

- by the Bank, the same shall be planted in consultation with the Security officer and Caretaker.
- xxiv) Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves/sticks/ branches of trees not required Bank's prior permission for removal and other waste material & disposal thereof.
  - xxv) Providing the necessary length of pipe and portable sprinklers etc. for watering purpose from existing taps to water entire garden area. The Water supply and electrical supply will be provided by the Bank free of cost from the available common convenient points. But the Contractor should make his own arrangements for further distribution/drip irrigation for panels of vertical garden.
  - xxvi) The contractor shall make their own arrangements for storing the necessary tools plants, materials, equipment at a place shown by the Bank in respective premises.
  - xxvii) The entire work shall be carried out in consultation with AM/Mgr. (P&S) and Caretaker and obtain necessary certificate for garden maintenance work and the same should be submitted along with the bill.
  - xxviii) The wild growth in the entire premises (even if not in the garden Area) shall be uprooted once in a month (including periphery of Buildings).
  - xxix) Any garden/Hedges/Lawn developed during the year shall be maintained in good condition in addition to the existing, without any extra cost.
  - xxx) Contractor shall take necessary workmen compensation insurance policies as per standard norms indicated elsewhere. The original copy of policy shall be submitted to the Bank.
  - xxxi) If the work is not found satisfactory, the contract can be terminated by the Bank by giving one month's notice.

#### **4. Renewal Clause:**

The contract shall be for one year, however, can be renewed further by the Bank subject to satisfactory execution of the contract by the contractor. The services will be maximum availed up to the period of three years. The renewed rates shall be arrived based on consumer price index and minimum wages fixed by the Govt. of India and higher of the two would be considered for fixing the charges for the next year.

i. For "Labour Component" mentioned in header 1 of part II of the tender document, the Bank shall give the Contractor extant Minimum wages (prevalent at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like Bonus, EPF, ESI components etc.

(ii) For Non-Labour Component, on renewal of contract, the revision of rates may be done based on cost escalation. The percentage increase in cost (Non-Labour Component i.e., Contractor's profit/ overhead cost) excluding taxes may be calculated by using the below formula –

$$AC = AP (15 + 85 \times (WPI_c/WPI_p)) \times 1/100$$

where, AC and AP are revised price [current year] and present price [previous year], respectively and WPI<sub>c</sub> and WPI<sub>p</sub> are WPI (Base: 2011-12=100) All Commodities for all India for the current year & previous year, respectively as per RBI Bulletin for corresponding renewal month.

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

Signature of the authorized person: .....

Name of the signatory (.....)

(in block capital letters):

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

Date: .....

## Section – IV

### **Evaluation criteria**

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

#### **a) Evaluation of Technical Bid**

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

(i) The intending bidder must have minimum five (05) years of experience in carrying out similar nature of works viz Horticultural / Facility Management Services for Gardening work at Residential Colonies and Offices of Banks, Govt. Financial Institutions, Corporate Houses, Five-Star Hotels, Airports, Large Renowned Public Parks, etc. ending January 31, 2026. (from January 01, 2021, onwards).

(ii) The Contractor must have completed similar works during the last 5 years ending January 31, 2026. (from January 01, 2021, onwards) within the criteria given below:

a) One gardening work costing not less than 80% of ₹ 40 Lakh (inclusive of GST) (The amount of completed work carried out during one financial year/calendar year only will be considered for working out the qualifying amount of work)

OR

b) Two gardening work costing not less than 50% of ₹ 40 Lakh (inclusive of GST) (The amount of completed work carried out during one financial year/calendar year only will be considered for working out the qualifying amount of work)

OR

c) Three gardening work costing not less than 40% of ₹ 40 Lakh (inclusive of GST) (The amount of completed work carried out during one financial year/calendar year only will be considered for working out the qualifying amount of work)

**Note** – The above work should be supported with work order and work completion certificates. Contract shall be a direct contract between principal employer and the contractor. Third party contract/ sublet contract will not be considered for evaluation.

(iii) Contractor should have minimum annual turnover of 100% of the estimated cost ₹40 Lakhs during the last 05 consecutive financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) ending 31st March 2025. Copies of audited financial statements shall be uploaded, in support of the annual turnover, while submitting Part - I (Technical Bid) of the tender.

(iv) They should furnish solvency certificate issued by their Banker, specifically for the purpose of the work for an amount not less than the estimated cost ₹40 Lakhs of work.

(v) They should have a full-fledge service set up in Mumbai/ Navi Mumbai/ Suburban area and with minimum 20 manpower (Gardener-15, Helper-5) on roll. Only those Contractors who qualify as above will be eligible to participate in the captioned tender work.

(vi) Contractors should have a valid license issued by Government authorities and ISO 9001:2008 Certificate in Quality Management system. Applying firm should have all the necessary legal / statutory approvals to conduct Gardening Services business in Mumbai. Documentary Proof to be submitted.

(vii) Applying firm should have Local as well as national presence in operations. Documentary proof in support to be enclosed.

(viii) Age of the Gardener should not be more than 50 years. Age of Helper should be more than 21 & less than 50 Years.

(ix) The bidder must provide minimum two feedback reports in respect of Service quality by the bidder at current similar facilities.

(x) Contractors should have applicable and valid registrations with statutory authorities constituted for labour welfare and other purposes such as ESIC, EPF, PAN, TIN, GST, etc. duly supported by documentary evidence and certificates of registration.

(xi) Contractor should have at least one active/operational current account in a scheduled commercial bank.

(xii) The Tendering firms / companies must be a profit-making entity for the last five consecutive accounting years ending March 31, 2025.

(xiii)The Tendering firms/companies should submit Income Tax Return Certificate/ Assessment Order and audited financial statements for the past five financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.

(xiv) The bidder should submit the list of its clients (current and previous) with contact details and email id for the last 5 years ending March 31, 2025 (from April 01, 2020 onwards).

(xv) The bidder should be able to demonstrate RBI satisfactorily with documents that their existing business processes for medical fitness and police verification of employees and statutory compliances is robust.

(xvi) The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

(xvii) The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against him/her, by any organization including RBI at any location in India on any grounds.

(xviii) The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

(xix) The bidders shall submit documentary evidence in support of all the above eligibility criteria as also the other terms and conditions enumerated above, wherever applicable.

(xx) Service quality by the bidder at current similar facilities (to be decided by the Bank based on client site visit reports, the decision taken by the Bank in this regard will be final and binding).

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

**a) Technical evaluation** will be done only for the bidders who have submitted all the valid documents mentioned above (**point i to xx**). Each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

**I. Number of years in operations in Horticulture /Gardening work - Max 25 Marks**

- a) More than 15 years – **25 marks**
- b) More than 10 years but less than equal to 15 years – **15 marks**
- c) More than 5 years but less than equal to 10 years - **10 marks**

**II. Annual Turnover (Average of last five financial years) as on March 31, 2025- Max 25 Marks**

- a) Above ₹50 Lakhs - **25 marks**
- b) More than ₹20 Lakhs and upto ₹50 lakhs - **15 marks**

**III. Number of similar works completed till March 31, 2025 (providing facility management services for gardening work at residential colonies and offices of banks, Govt. Financial Institutions, Corporate houses, large renowned public parks, etc.) in other locations - Max 25 Marks**

- a) More than ten similar works each amounting to not less than 40% of ₹ 40 Lakhs – **25 marks**

- b) More than five but less than or equal to ten similar works each amounting to not less than 40% of ₹40 Lakhs– **15 marks**
- c) More than three but less than or equal to five similar works each amounting to not less than 40% of ₹40 Lakhs- **10 marks**

**IV. Number of Manpower on Payroll - Max 25 Marks**

- a) More than 50 - **25 marks**
- b) More than 30 but less than equal to 50 – **15 marks**
- c) More than 20 but less than equal to 30 - **10 marks**

Before opening of the Financial Bid, Officials of the Bank will visit the establishment/s maintained by the firms to check the quality of work pertaining to Horticulture / Facility management services for Gardening work. The bidder shall facilitate the inspection of the similar facilities maintained by them, by the Officials of the Bank to ascertain the performance, as specified above.

Proposals scoring minimum of 60% marks (i.e., 60 marks out of total 100 marks as per the table above) shall be considered for further evaluation in the Financial Bid. The Bank shall notify those bidders whose proposals did not meet the minimum qualifying marks or were considered non-responsive to the tender conditions.

The Bank shall simultaneously notify the bidders who have qualified, indicating the date and time for opening of the Financial Bids. The notification may be sent by electronic mail. To verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

**b) Evaluation of financial bid**

**After the technical evaluation has been completed, the financial Bids of only technically qualified bidders will be opened for the purpose of financial evaluation. The financial Bids shall be opened on MSTC (public view enabled)**  
Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part. Reserve Bank reserve the rights to itself to reject any bidder during any stage of the tendering process, without giving any reason thereof.

Bids shall be evaluated based on the lowest financial bid. In case two firms offer the same lowest net bundled prices, then only the experience of similar kind of work by the firm and technical evaluation marks shall be considered for evaluation purpose of Financial Bid. The decision of the Bank shall be final and binding.

## Section V

### **Detailed scope of work**

**Description of Work:** The facility management services for landscaping and gardening maintenance at the RBI premises in Belapur and Kharghar, Navi Mumbai, include a comprehensive annual maintenance contract (AMC). These services encompass systematic care for gardens, ornamental shrubs, manicured lawns, and high-visibility office areas. Services will be provided consistently to ensure year-round vibrancy, seasonal adaptation, pest and disease control, and soil enrichment, all aligned with RBI's environmental and institutional standards.

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

Sr. No.	Name of the Bank's Properties and Address
1	<b>Reserve Bank of India, Plot No 3, H H Nirmaladevi Marg, Sector 10, CBD Belapur, Navi Mumbai, 400614</b>
2	<b>Reserve Bank of India, Primary Data Centre, Raintree Marg, Kharghar</b>
3	<b>Reserve Bank of India Residential Quarters, Plot No. 1, Sector 7, CBD Belapur (Kharghar), Navi Mumbai.</b>

**Note:** All figures/numbers these are indicatives.

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

**I. Lawn and Garden Maintenance:** Regularly plant, nurture, and maintain all grass lawns and garden areas, including systematic sweeping, daily weed removal, mowing, irrigation, pruning, tilling the soil with a spade, top-dressing with nutrient-rich soil-compost mix, targeted application of approved pesticides as needed, and comprehensive cleaning of the area to ensure aesthetic appeal and ecological health.

**II. New Plantings:** Plant new trees, shrubs, and ornamental flowering species as directed by the bank, including appropriate spacing, soil preparation, and initial care for optimal growth and longevity.

**III. Tree and Shrub Management:** Continuously manage all existing and newly planted trees, shrubs, vines, and ground cover, including regular weeding, tilling, enriching soil with quality soil and organic compost, scheduled irrigation, and precise pruning in accordance with the bank's operational and security requirements.

**IV. Seasonal and Indoor Plant Care:** Maintain vibrant seasonal flower displays and healthy indoor potted plants within office buildings, including repotting, fertilization, and pest monitoring. Immediately remove invasive weeds and wild growth along building perimeters to preserve structural integrity and visual cleanliness.

**V. Pest and Disease Control:** Proactively use approved insecticides, bactericides, and fungicides to protect plant health from pest infestations and diseases. Apply urea and organic fertilizers according to seasonal and plant-specific needs. All chemical and fertilizer costs shall be borne by the contractor. Implement integrated measures for rodent control in garden areas to prevent damage and ensure cleanliness.

**VI. Garden Waste Management:** Systematically collect all daily gardening waste, including weeds, pruned branches, fallen leaves, dead trees, stones, removal of beehive and other debris. Coordinate with the NMMC Garden Department to ensure timely, eco-friendly disposal at designated municipal sites. Provide all necessary logistics, including transportation, tractors with trolleys, and labor, to ensure efficient waste removal and site cleanliness.

**VII. Equipment and Plant Supply:** Supply, maintain, and replace all necessary gardening tools, machinery, and plants to deliver high-quality service. Equipment must be in good working condition and suitable for the scope of work.

**VIII. Worker Safety and Uniforms:** Provide all deployed gardening workers with appropriate personal protective equipment (PPE), including uniforms, shoes, gloves, and safety gear. Uniform color and design will be finalized in consultation with the bank to ensure brand alignment and professional appearance.

**IX. Additional Duties:** Perform any other gardening, landscaping, or maintenance tasks reasonably requested by the bank from time to time, to ensure flexibility and responsiveness to evolving property needs.

*Note: All work shall be carried out with environmental sensitivity, promoting long-term plant viability and ecological balance through sustainable practices and the use of fertile, enriched soil.*

**X. Additional Work for Residential Colony:** *Bank may advise to deploy additional manpower for residential colony at Kharghar for which additional payment at the prevailing contract rates as prescribed will be made.*

## 1. Indoor plants

The contractor shall maintain existing plants and also supply 50 indoor plants with planter set (3.5 ft/ standard height plant) quarterly, as per the list approved by the Bank:

### List of Indoor Plants:

1	China Palm	10	Areca Plant
2	Rapish Palm	11	Aglonema
3	Croton	12	Mostic Plant
4	Dracenea Mahatma	13	Boston Fern
5	Lucky Bamboo	14	Rubber plants
6	Snake plants	15	Pothos
7	Chinese evergreen	16	ZZ plants
8	Jade plants	17	Singonium
9	Peace Lily	18	Royal Palm

**Note:** The Contractor shall not be entitled to claim any compensation, reimbursement, or damages whatsoever arising from theft, fire, or any other similar incidents. If, at any point during the term of the contract, the quality and variety of plants and flowers, or the performance of the Contractor, is found unsatisfactory by the Bank, the contract shall be terminated immediately, and the Performance Security Deposit shall be forfeited without recourse.

- Potted plants shall be positioned in accordance with the instructions issued by the Caretaker and Security Officer within the Bank's office premises. The Contractor shall be solely responsible for the subsequent placement of plants and flowers at the designated locations.
- All plants shall be replaced monthly at the Contractor's expense with fresh, healthy, and aesthetically suitable potted plants.
- Any plant that becomes dry, diseased, or otherwise unhealthy shall be replaced promptly, either upon notice from the Caretaker or Security Officer or as and when required to maintain the required standards.
- The Contractor may be instructed to provide potted plants in Conference Rooms, Committee Rooms, or other designated areas in connection with scheduled meetings, seminars, VIP visits, or special events. Such instructions shall be communicated to the Contractor with at least one (1) day's prior notice, where practicable.
- The quoted rate shall be all-inclusive and shall cover the cost of manures, fertilizers, insecticides, pesticides, black/red fertile soil, and all other consumables necessary for the maintenance and upkeep of the plants.

### **B. Seasonal Flower Plants with pot:**

The contractor shall supply seasonal flower plants, seedlings & bulb seeds of seasonal flowers as per the list approved by the Bank.

**List of Seasonal Flower Plants:**

<b>Seasonal Flower Plants</b>	
Pentus	Adenium
Ixora	Crossandra
Tagar	Chrysanthemum
Rose	Sunflower
Marigold	Ragnigandha
Almeda	Hibiscus
Sadafuli	Daisy
Bogan Plant	Parijatak
Chafa	Mogra

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

**C. Manure, Fertilizers & Insecticides:**

**1. Cost of Manures, fertilizers, insecticides, pesticides, black/ red fertile soil etc. shall be borne by the contractor** and will be supplied as per direction and/or in consultation with the Bank. Supplied items shall be used in the garden/ lawn, seasonal flower plants, Indoor Plants, Vertical Garden, etc.

The contractor may be called to supply and use the following items as and when required or directed by the Bank.

<b>Manure</b>	<b>Pesticides/ insecticides/ fungicides, etc.</b>
Cow-dung (Well composed), Garden Soil, Fine Sand, Urea, Bone Meal, Neem Oil Cake (Pulverised), DAP, Agromeal j) Vermicompost, Zinc, Mustered oil cake, Red oxide paint etc.	Malathion, Roger, Metacystox, Chloropyriphos, Nuvan, Gypsum, Bavistin, Blitox, Ratol, Rose Food, Daisis, Rootex etc.

**2. Tools and equipment:**

The Contractor has to provide all the tools including heavy machines, Long Cutters, Scissors, Long ladders, Sickles, Khurpi, Spade, ropes, Pallis for

collecting waste, Rubber pipe bundles, sprinklers etc. as and when required or directed by the Bank during execution of work without any extra cost to the Bank.

6. Fountain area — The fountain’s surrounding landscape shall be transformed into a lush, curated garden featuring thoughtfully arranged flower and shrub beds that bloom in harmony with the seasons. Additionally, the fountain water shall be refreshed and filtered at least once weekly — with bi-weekly deep cleaning of the basin to ensure the water remains clean and visually pristine.

7. Path Gardens - Plant colourful, seasonal, and perennial plants and flowers along all pathways to ensure a visually appealing and welcoming environment. These plantings will be regularly/seasonally changed to ensure that no area remains empty or visually monotonous at any time of the year.

**8. Maintenance:**

Sr. No.		DESCRIPTION	FREQUENCY
1.	<b>MAINTENANCE OF GRASS LAWNS &amp; GRASS BELTS</b>	Weed removal	Once in 10 days (07 days during rainy season)
		Cutting with lawn mower	Fortnightly (weekly during rainy season)
		Hoeing and minor digging -	Fortnightly
		Manure/ fertilizer etc.	In every four month / as and when required
		Watering	Regularly and immediately after mowing of lawns
		Cleaning of lawns/ removal of foreign materials	Regularly / Daily
		Change of soil and grass	As and when required or directed by Bank

**Note** - If extra manpower is required to clear the wild growth & weeds during rainy season the same shall be deployed by the contractor (cost of extra manpower shall be borne by the contractor)

Sr. No.		DESCRIPTION	FREQUENCY
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2.	<b>MAINTENANCE OF TREES, SHRUBS, CREEPERS, etc.</b>	Trimming / Pruning of trees	a) Every three Months or as required by the Bank, b) Removal of dead tree with permission of NMMC, c) Removal and disposal of uprooted or fallen tree with the permission of NMMC.
		Spraying of insecticides, pesticides etc.	As and when required or directed by Bank
		Pruning of Creepers	
		Mixing manure and fertilizers	
		Weeding of plant base and surroundings	In every 03 week (every 10 days during rainy season)
		Hoeing	Twice a year
		Pruning of shrubs	Every 45 days (every 30 days during rainy season)
		Watering	Regularly / Daily

**Note** - If any specialized workers, heavy machine, or equipment is required for the above process its expenses shall be borne by the contractor.

Sr. No.		DESCRIPTION	FREQUENCY
3.	<b>MAINTENANCE OF POTTED PLANTS</b>	Soil / manure/ fertilizers	In Every two months / As and when required or directed by Bank
		Support & dressing	As and when required or directed by Bank
		Cleaning/ washing of Plants	Weekly

Sr. No.		DESCRIPTION	FREQUENCY
	<b>MAINTENANCE OF</b>	Cutting / digging / fertilizers / Scraping / removal of dead plants/ removal of debris/	As and when required or directed by Bank

4.	<b>FLOWERS BEDS</b>	replanting flower beds / pruning / weeding / trimming /manicure	
		Watering / maintenance / cleaning	Regularly / Daily

**Note** – The contractor should take care of seedlings & bulb seeds of seasonal flowers (Winter & Summer) and develop good number of flower beds all around the Bank's premises.

Sr. No.		DESCRIPTION	FREQUENCY
5.	<b>MAINTENANCE OF SEASONAL FLOWERS PLANTS</b>	Cutting / digging / fertilizers / Scraping / removal of dead plants/ removal of debris/ pruning / weeding / trimming /manicure /soil / support & dressing	As and when required or directed by Bank
		Watering / maintenance / cleaning	Regularly / Daily

Sr. No.		DESCRIPTION	FREQUENCY
6.	<b>MAINTENANCE OF VERTICAL GARDEN</b>	Removal & replacement of dead plants/pots / manicure /soil/manure	As and when required or directed by the Bank
		To ensure the vertical garden maintains an aesthetically pleasing and vibrant appearance, a minimum of two additional sets of potted plants should be maintained for weekly rotation. This practice supports routine maintenance activities, including weeding, pruning, and other horticultural care.	
		Watering / maintenance / cleaning	Regularly / Daily
		Maintenance of vertical panel	As and when required or directed by the Bank

### **9. Tree Cutting:**

**i) Trimming/ Pruning of trees-**

a) Trimming/pruning of the tree branches and removal of debris, away from the Bank's premises shall be done **before onset of monsoon and then after every three months** or as required by the Bank. Necessary approval from the Bank and permission from NMMC (Garden authorities) shall be taken prior to the work. The responsibility of liaising with Local Authorities gardening/tree cutting department for getting necessary required approvals, whenever required, including taking photographs of trees shall rest with the contractor.

b) Contractor shall survey the Bank premises before quoting rates. Irrespective of height of the trees, if required, the Contractor shall have to carry out trimming/pruning of trees and remove debris, away from the Bank's premises. Contractor shall have to arrange for specialized equipment, machines, manpower, etc. for this work and no extra payment will be made for the same by the Bank.

c) The contractor shall make their own arrangements for storing the necessary tools plants, materials, equipment at a place shown by the Bank in respective premises.

d) The entire work shall be carried out in consultation with AM/Mgr. (P&S) and Caretaker.

**ii) Removal of Dead Tree –**

The cutting of dead tree and removal of debris away from the Bank's premises wherever/whenever required shall be considered after taking necessary prior approval from Bank and permission from NMMC (Garden authorities). Contractor shall have to arrange for specialized equipment, machine, manpower, etc. if required for this work and no extra payment will be made for the same by the Bank.

**iii) Removal of Fallen/ uprooted tree –**

Fallen tree shall be disposed away from the Bank's premises wherever/whenever required. Necessary prior approval from Bank and permission from NMMC (Garden authorities), if any, shall be taken by the contractor. Contractor shall have to arrange for specialized equipment, machine, manpower, etc. for this work and no extra payment will be made for the same by the Bank.

**C. WORK DESCRIPTION: -**

**Skilled Gardener –**

**Required Qualification:**

- **Experience:** Minimum **5 years** of documented experience in horticulture/gardening services, including at least **2 year** in a government or reputable institutional setting.
- **Certification:** Valid certification (e.g., Diploma in Horticulture, NIOS/ITI qualification, or equivalent) from a recognized institution.
- **Technical Proficiency:**
  - Demonstrated expertise in plant disease management, soil testing, and irrigation system maintenance.
  - Ability to operate specialized equipment (e.g., lawn mowers, trimmers, sprayers)

Work Description:

1. He shall be responsible for timely completion of all activities for the maintenance work and quality of the work.
2. He should be proactive in solving the problems related to maintenance work.
3. Supervise all sites for giving instructions to the site staff and submitting report/suggestions to the employer.
4. The reports of decayed/dead plants and trees shall be submitted on monthly basis to the Bank.
5. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides as and when required or directed by the Bank.
6. Carrying out all gardening operations for the proper growth of plants and uniform thickness/density of grass in lawn.
7. Remove the debris generated due to gardening process away from the Bank's premises.
8. To interact with the caretaker/ Bank's representative and take their feedback to improve the performance, wherever required.

**Semi-Skilled Gardener/ Helper –**

**Required Qualification:**

- **Experience:** Minimum **3 year** of hands-on gardening experience, preferably under the supervision of a skilled gardener.
- **Training:** Completion of basic horticulture training programs or on-the-job training records.
- **Functional Competence:**
  - Proficiency in routine tasks (e.g., pruning, weeding, seasonal planting).
  - Familiarity with soil preparation, pest control, and watering schedules.

Work Description:

1. To carry out all the works allocated by the Skilled Gardener.
2. Watering, trimming, manure spraying, pruning and removing all the wild grass and weeds in the garden area, spraying of pesticides, changing soil as and when required.
3. Keeping the garden/lawn area clean and neat in appearance including removal of dried/fallen leaves/sticks/ branches of trees and other waste material & disposal thereof.
4. The wild growth in the entire premises (even if not in the garden Area) shall be uprooted off once in a month (including periphery of Buildings).

**D. Manpower Requirement:**

Sr No	Location	Gardening Work		
		No of Skilled Gardeners	No of Semi-Skilled Gardeners	No of Helpers
<b>A</b>	<b>Office Buildings</b>			
1	Main Office Building	1	2	2
2	PDC	1	1	2
	<b>Total:</b>	2	3	4
<b>Grand total</b>		9		

**Note: Deployment/re-appropriation of the number of gardening staff may change as per requirement of the RBI for which additional wages in payslip will be paid as per prevailing contract rates.**

**E. Other Conditions:**

1. Contractor shall deploy manpower as specified in the tender document against each property. The Contractor shall be fully responsible to execute the desired work from the given manpower for effective Gardening work.
2. **Contractor shall deploy experienced Skilled Gardener with minimum five years of experience in the relevant field and a certificate in this regard has to be submitted.**
3. The Gardeners deployed should coordinate with Caretaker for day-to-day operations.
4. All workmen staff and supervisor should report to the colony Caretaker in each property. The working hours shall be arranged in shift duty (if required) i.e., for each 8.00 hrs. for 7 days in a week. The weekly off should be given to the workers by the Contractor once a week. However, in case of the emergency works, the workers shall be present on their holiday also and continue to work till the emergency work is over. Schedule of weekly-off shall be planned accordingly by the Contractor.

5. Due to the weekly-off AMC work shall not stop. The contractor shall provide reliever in the absence of regular assigned workman. Any additional manpower required to carry out the complete scope of work shall be provided by the contractor.
6. The contractor shall submit daily labour report duly signed by Skilled Gardener to the Bank's Caretaker. **Contractor shall provide his own application-based attendance system for monitoring attendance (in/outs) of their staff at each colony.** Monthly reports generated from the biometric system shall be submitted along with monthly bill. The contractor shall also maintain a record of payment to the workers, which shall be submitted along with the bill.
7. The workman shall be provided with uniform / terry cotton jacket with Label stating "Gardening Service" in bold letters and the workman should wear the photo I.D card duly signed by the Caretaker.
8. The entire work shall be carried out in consultation with Caretaker and Security Officer. The contractor shall display mobile number(s) of their workman at main Gate and a copy of the same shall also be displayed at Caretaker's office.
9. The contractor should note that the gardening operations necessary for the execution of the works shall, so far as the compliance with the requirements of the concerned statutory authorities, be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Bank or of any other person. Stacking of materials, excavated earth and equipment should not make any hindrance for the movement of other vehicles and people. **Contractor shall suitably barricade the work area, whenever situation so requires, at his own cost so as to ensure safety of his own men and other members of public.**
10. **Contractor to have liaising with statutory/ Govt authorities (MSEB/ NMMC) for disposal of gardening waste (trimming/pruning of trees dead/fallen/uprooted trees & debris) and take all due permissions required.**
11. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The Contractor shall provide at his cost everything necessary for the proper execution of the works mentioned in the tender documents, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank may in its absolute discretion and from time-to-time issue written

instructions, detailed directions and explanations which are hereafter collectively referred to as “RBI’s Instructions” in regard to:

- a) The variation or modification of the quantity of works or the addition or omission or substitution of any work.
- b) The removal from the site of any material brought thereon by the Contractor not fulfilling the tender specifications and the substitution of any other material, therefore.
- c) The removal and/or re-execution of any material/works executed by the Contractor but not fulfilling the tender specifications.
- d) The dismissal from the works of any persons employed by the contractor thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects noticed and reported during Defect Liability Period.

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

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

<b>1)</b>	<b>FIRST-AID Facilities</b>		
	<b>(i)</b>	At every workplace, first-aid box shall be provided and maintained such that it is easily accessible during working hours. The first-aid kit shall be kept refilled all the time.	
	<b>(ii)</b>	The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:	
		<b>1)</b>	6 small, sterilized dressings
		<b>2)</b>	3 medium size sterilized dressings
		<b>3)</b>	3 large size sterilized dressings
		<b>4)</b>	3 large, sterilized burn dressings
		<b>5)</b>	1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine

		<b>6)</b>	1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label
		<b>7)</b>	1 snakebite lancet
		<b>8)</b>	1 (30 gm.) bottle of potassium permanganate crystals
		<b>9)</b>	1 pair scissors
		<b>10)</b>	Tablets for fever, headache, cold etc
		<b>11)</b>	Ointment for burns
		<b>12)</b>	A bottle of suitable surgical antiseptic solution
	<b>iii)</b>	Adequate arrangements shall be made for immediate recoument of the equipment when necessary	
	<b>iv)</b>	Nothing except the prescribed contents shall be kept in the First aid box	
	<b>v)</b>	The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours and replace items seven days before the expiry date	
	<b>vi)</b>	A person in charge of the First-aid box shall be a person trained in First aid operations.	
<b>2)</b>	<b>Anti-Malarial Precautions</b>		
	The contractor shall at his own expense, confirm to all anti-malarial instructions given to him by the officer-in-Charge including the filling up of any borrow pits which may have been dug by him.		
<b>3)</b>	<b>Compliance to any other instructions issued by statutory authority</b>		
	In addition to the above, the contractor shall comply with any other instructions issued by statutory authority from time to time in connection with Health and safety arrangements for workers without any delay or additional cost.		

**G. List of Documents to be maintained at site –** The Registers/ Documents mentioned in table below shall be maintained at site by the Contractor at his own cost

and updated regularly. These documents shall be available for inspection by Bank's representative during his site visit at all reasonable times. After completion of contract period, the Contractor shall submit the duly completed registers/ documents to the Bank.

Sr. No.	Description of the Document	Remarks
1	Contract Agreement	Certified true copy of the contract
2	Site staff attendance register	To record attendance of the site staff
3	Work instruction / Work completion status/report register	For issue of instructions by Officer-in-charge or his representative at site. To be updated by the supervisor after completion of the routine jobs along with certification of Caretaker
4	Details of Material (i.e. Good earth, manure and pesticides etc.) used at sites	To record the material quantity and details of usage
5	Wage register (record of salary statement of workers)	To keep a record of wages paid to the workers along with supporting documents (Bank statement etc.)

**H. The bidders are advised to visit all the sites before submitting the bid.** The bidders can visit the bank's Office and Residential properties from 1030 hrs. to 1600 hrs. on all working days except the day of the e-tendering.

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

Signature of the authorized person: .....

Name of the signatory (.....)

(in block capital letters)

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

Date: .....

## Section – VI

### **Safety Code**

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

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

Signature of Contractor with seal:

Date:

**Section VII**

**Schedule of Quantity and Sample Details of Wages**

**Calculation of the manpower cost as per minimum wage guidelines of Ministry of Labour circular dated September 25, 2025 is as follows:**

Sl.	Category	No. of labourers	No. of days	Minimum wages per day (Minimum Wage + VDA)	Basic Salary	Minimum wages for total working days in ₹	ESI (3.25%)*Applicable only of basic < 21,000	EPF (12% of Basic + VDA or 1800 per person whichever is lower)	Total Statutory Payment	Total amount for per month
1	Helper (Unskilled)	4	26	805	20930	83720	2720.9	3600	6320.9	90040.9
2	Gardener (Semi-Skilled)	3	26	893	23218	69654	0	5400	5400	75,054
3	Gardener (Skilled)	2	26	981	25506	51012	0	3600	3600	54612
<b>Total Manpower Cost Per Month (rounded)</b>										<b>2,19,707</b>

**Note: The manpower deployment is considering the weekly off on rotational basis to employees. Staggered deployment will be made as and when necessary by the caretaker of the Bank under guidance of Security Officers.**

It is for illustrative purpose only and the same should not be submitted with Technical Bid.

It should be submitted at Online MSTC Portal under the Section Financial Bid.

Item no.	Description	Qty	Unit	Rate (R)	Amount (R*12)
<b>Labour Component</b>					

a.	Towards deployment of Two Gardener- (Skilled)	1	Per Month	54,612	6,55,344
b.	Towards deployment of Three Gardener- (Semi-Skilled):	1	Per Month	75,054	9,00,648
c.	Towards deployment of Four Helper (Unskilled):	1	Per Month	90,041	10,80,492
Total Manpower Cost				2,19,707	26,36,484 (A)
<b>Non-Labour Component:</b>					
2	<p>Towards supply of Seasonal flower plants and maintenance of Indoor Plants in Bank premises to carry the work as mentioned in scope of work in Part I of the tender document:</p> <p>The rate shall be quoted on Lump-sum basis and shall be inclusive of:</p> <p>a) Maintenance of vertical garden at main entrance of MOB.</p> <p>b) Supply of 50 Indoor plants with pot and base plate (per quarter)</p> <p>c) Supply of flower seeds for seedling, good earth, one brass garden soil and manure, spraying pesticides <b>on quarterly basis</b> and as per the requirement of Bank.</p> <p>d) Towards services of cutting and removal of dead/ uprooted/ fallen trees and debris. Including supply of</p>	1	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid (B)

	accessories, tools and equipment/ machinery maintenance charges, additional manpower, transportation, liaising with NMMC, MSEB or any other permissions or approvals required from local authorities				
3	Towards service charges and contractor's profit, stamp duty, purchase of necessary insurance, uniform etc. required to carry out the work satisfactorily.	01	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid <b>(C)</b>
4	Total		Per Month		<b>D = (A+B+C)</b>
5	Statutory Taxes (GST @18% )to be auto calculated in excel sheet				<b>E</b>
6	Total Bid Amount (4+5)				<b>T = (D+E)</b>

(i) Quotations for manpower deployment have to be as per Minimum Wages Act, 1948 and inclusive of applicable EPF, ESI, EDLI, Reliever charges, Bonus etc. and all applicable statutory dues imposed / to be imposed by Central / State Government Local Bodies (Excluding **GST**).

(ii) Uniform will be supplied by bidder at their own cost in accordance with the Terms and Conditions.

(iii) Rates shall be quoted **Excluding GST**. GST Shall be auto calculated on **(A+B+C)** in the excel sheet to be uploaded to MSTC.

(iv) I have gone through the terms and conditions and I agree to them.

**(The rate quotations submitted without factoring Central minimum wages would be rejected and it would not be taken into consideration for selecting L1)**

**Place:**

**Signature and seal of the Contractor**

**Date:**

Section VIII

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY  
DEPOSIT IN INDIVIDUAL CONTRACT (ON NON JUDICIAL  
STAMP PAPER) (CLAUSE NO.9)**

To  
Chief General Manager  
Reserve Bank of India  
Plot No. 3, Sector-10,  
HH Nirmala Devi Marg,  
CBD-Belapur, Navi Mumbai – 400614

Fax:  
e-mail ID:  
Phone (O):

Dear Sir,

**Bank Guarantee No.....**

In consideration of the Reserve Bank of India, Protocol & Security Establishment, HRMD... having its registered Office at..... (which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No..... dated..... issued by the Reserve Bank of India , which has been unequivocally accepted by the Contractor M/s...\*..... workof.....(hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs..... (Rupees.....only) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract.

1. We, the..... (Name of the issuing bank) (hereinafter referred to as "the said bank" and having our registered office at..... do hereby undertake and agree to indemnify and keep indemnified the Bank from time to time to the extent of Rs.....(Rupees .....Only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Reserve Bank of India by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Reserve Bank of India on demand and without demur to the extent aforesaid.

2. We..... bank, further agree that the Reserve Bank of India shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Reserve Bank of India on account thereof and the decision of the Reserve Bank of India that the said Contractor has committed such breach or breaches and as to the amount or

amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Reserve Bank of India from time to time shall be final and binding on us.

(\*Refer note at the end of the proforma.)

3. We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Reserve Bank of India under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Reserve Bank of India certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Reserve Bank of India shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. .... (date) or from the date of cancellation of the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the bank before the expiry of the said period in which case the same shall be enforceable against the bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. The Reserve Bank of India shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Bank and the said bank shall not be released from its liability under these presents by any exercise by the Bank of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of the Reserve Bank of India or any indulgence by the Reserve Bank of India to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the bank from its such liability.

5. It shall not be necessary for the Bank to proceed against the Contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any security which the Bank may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.

6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Bank in writing and agree that any change in the Constitution of the said Contractor or the said bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended to such required

periods on receiving instructions from M/s.....on whose behalf this guarantee is issued.  
In the presence of  
For and on behalf of (the bank)

WITNESS

1. \_\_\_\_\_

Signature \_\_

2. \_\_\_\_\_

Name & Designation

Authorization No: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Banker's Seal \_\_\_\_\_

Accepted

(Signature of the Officer)  
For and on behalf of the  
(Reserve Bank of India)

NOTES

**\*For Proprietary Concerns**

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (herein after called " the said Contractor" which expression shall unless  
the context requires otherwise include his heirs, executors, administrators and legal  
representatives.

**\*For Partnership Concerns**

M/s. .... a partnership firm with its office\_(hereinafter called "the  
said Contractor" which expression shall unless the context requires otherwise  
include their heirs, executors, administrators and legal representative); the names  
of their partners being

(i) Shri \_\_\_\_\_ S/o. \_\_\_\_\_

(ii) Shri \_\_\_\_\_ S/o. \_\_\_\_\_

**\*For Companies**

M/s..... a company registered under the Companies Act, 1956 and having its  
registered office at .....in the State of ..... (hereinafter called "the said  
Contractor" which expression shall unless the context requires otherwise include  
its administrators, successors and assigns).

## Section IX

### **FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK (To be uploaded by the Tenderer along with the Tender)**

1. Name of the company/agency/firm:
2. Composition of the company/agency/firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited):
3. Name of the Proprietor/ Partners/ Directors of the company/agency/firm:
4. Name of the Banker:
5. Name of the Branch and complete postal address:
6. Name and job title of the contact person along with his/her Telephone No (s) and E-mail etc.:
7. Type of Account:
8. Account Number:
9. IFSC of the bank branch:
10. Turnover of the company/agency/firm for the last 3 years (year wise):
11. Credit facility/ Overdraft facility enjoyed by the company/agency/firm:
12. Dealings:
13. The period from which the company/agency/firm has been banking with the bank:
14. Any other remarks:
15. You may also kindly forward your opinion whether the above company/agency/firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹ 40 Lakh/- per annum.

(Signature)

For the Bank

Place:

Date:

#### **Note:**

**Banker's certificates should be on letter head of the bank**

**In case of partnership firm, certificate to include names of all partners as recorded with the bank.**

**Scanned copy (PDF format) of the original must be uploaded while submitted e-tender online through MSTC E-commerce portal.**

Section X

**Client's certificate regarding performance of  
company/agency/firm providing gardening services**

To  
Chief General Manager  
Reserve Bank of India  
Sector - 10  
Belapur  
Navi Mumbai - 400614

Name and address of the Client:-

Details of service availed from M/s.....

SI No.	Particulars	Comments
1	Nature of service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Since when dealing with the company/agency/firm	
5	Number of personnel provided	
6	Comments regarding adherence of terms and conditions of contract	
7	Any penalty imposed for non adherence of terms and conditions of contract	
8	Any other information	

Date:  
Place:

Signature of the Authorised Official  
(with seal)

**Please Note: Scanned copy (PDF format) must be uploaded while submitted e-tender online through MSTC E-commerce portal. The original reports in client's official letter head is to be addressed to the Chief General Manager, Reserve Bank of India, Belapur - 400614.**

**Section XI**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To,

Chief General Manager

Reserve Bank of India

HRMD, Belapur

Navi Mumbai – 400 614

Dear Sir/Madam,

Annual Maintenance Contract for gardening a service at the Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar, Navi Mumbai for the year 2026-27

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.

.....(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Signature/(s) of the Bidder Name/(s)

Stamp/Seal of the Bidder Note:

Power of Attorney should be properly stamped, and notarized Power of Attorney furnished by Contractor shall be irrevocable.

## Section XII

### **Proforma for Indemnifying the Employer against Patent Rights**

(On Non-Judicial Stamp Paper of appropriate value)

To,  
Chief General Manager  
Reserve Bank of India  
HRMD  
Belapur  
Navi Mumbai- 400 614

Dear Sir/Madam

Annual Maintenance Contract for gardening services at the Bank's Main Office Premises at Belapur, PDC Kharghar and Residential Colony, Kharghar, Navi Mumbai for the year 2026-27

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, license 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 Bank in this behalf.

Yours faithfully,

For \_\_\_\_

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

**Reserve Bank of India  
Protocol and Security Establishments, HRMD  
C.B.D. Belapur**

**RBI/Belapur Regional Office/ HRMD/2/25-26/ET/1008**

**E - TENDER FOR**

**ANNUAL MAINTENANCE CONTRACT FOR GARDENING /  
HORTICULTURE**

**RELATED WORKS AT BANK'S MAIN OFFICE PREMISES AT BELAPUR,  
PDC KHARGHAR AND RESIDENTIAL COLONY, KHARGHAR, NAVI  
MUMBAI**

**Part II – PRICE BID**

**NAME OF TENDERER :** \_\_\_\_\_

---

**ADDRESS :** \_\_\_\_\_  
\_\_\_\_\_

<b>Last Date of Submission of e-Tender</b>	<b>March 10, 2026 up to 2.00 P.M.</b>
<b>Date of opening of Part – I</b>	<b>March 10, 2026 at 3.00 P. M.</b>
<b>Pre bid Meeting</b>	<b>February 24, 2026 at 11.00 A.M.</b>

## Part – II

### Section I

#### Financial Bid Format

It is for illustrative purpose only and the same should not be submitted with Technical Bid.

It should be submitted at Online MSTC Portal under the Section Financial Bid.

Item no.	Description	Qty	Unit	Rate (R)	Amount (R*12)
<b>Labour Component</b>					
a.	Towards deployment of Two Gardener- (Skilled)	1	Per Month	54,612	6,55,344
b.	Towards deployment of Three Gardener- (Semi-Skilled):	1	Per Month	75,054	9,00,648
c.	Towards deployment of Four Helper (Unskilled):	1	Per Month	90,041	10,80,492
Total Manpower Cost				2,19,707	26,36,484 <b>(A)</b>
<b>Non-Labour Component:</b>					
2	<p>Towards supply of Seasonal flower plants and maintenance of Indoor Plants in Bank premises to carry the work as mentioned in scope of work in Part I of the tender document:</p> <p>The rate shall be quoted on Lump-sum basis and shall be inclusive of:</p> <p>e) Maintenance of vertical garden at main entrance of MOB.</p>	1	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid <b>(B)</b>

	<p>f) Supply of 50 Indoor plants with pot and base plate (per quarter)</p> <p>g) Supply of flower seeds for seedling, good earth, one brass garden soil and manure, spraying pesticides <b>on quarterly basis</b> and as per the requirement of Bank.</p> <p>h) Towards services of cutting and removal of dead/ uprooted/ fallen trees and debris. Including supply of accessories, tools and equipment/ machinery maintenance charges, additional manpower, transportation, liaising with NMMC, MSEB or any other permissions or approvals required from local authorities</p>				
3	Towards service charges and contractor's profit, stamp duty, purchase of necessary insurance, uniform etc. required to carry out the work satisfactorily.	01	Per Month	Rates should be quoted in MSTC under the Section of Financial Bid	Rates should be quoted in MSTC under the Section of Financial Bid <b>(C)</b>
4	Total		Per Month		<b>D = (A+B+C)</b>
5	Statutory Taxes (GST @18% )to be auto calculated in excel sheet				<b>E</b>
6	Total Bid Amount (4+5)				<b>T = (D+E)</b>

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

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

**Place:**

**Signature of the contractor**

**Date:**

**(Seal)**

## Section II करार की शर्तें

यह करार 2026 ..... को .....दिन को , भारतीय रिज़र्व बैंक, जिनका अपना कार्यालय प्लॉट नं. 3, सेक्टर 10, एच.एच. निर्मला देवी मार्ग, सी.बी.डी., बेलापुर, नवी मुंबई – 400614 में स्थित है, (अब इसके बाद 'बैंक' के रूप में उल्लिखित), अब इसके बाद एक पक्ष जिसकी अभिव्यक्ति में जब तक कि संदर्भ के प्रतिकूल नहीं हो या उसके अभिप्राय में उससे सम्बद्ध, उत्तराधिकारी और वारिस भी शामिल होंगे और

और  
....., जिसका कार्यालय .....(अब इसके बाद "ठेकेदार" के रूप में उल्लिखित), अब इसके बाद अन्य पक्ष जिसकी अभिव्यक्ति में जब तक कि संदर्भ के प्रतिकूल नहीं हो या उसके अभिप्राय में उसके वारिस, प्रतिनिधि, प्रशासक, और उत्तराधिकारी भी शामिल होंगे के बीच किया गया।

जबकि ठेकेदार बगीचों के रख-रखाव और बागवानी से संबंधित कार्यों का व्यवसाय कर रहा है और इस तरह की सेवाएं प्रदान करने के लिए ऐसी कार्यों में पर्याप्त अनुभव है।

और जबकि बैंक इस उद्देश्य के लिए ठेकेदार की सेवाओं का लाभ उठाने के लिए इच्छुक है जैसा कि ..... में उल्लेख किया गया है।

और जबकि पक्षकार उन निबंधनों और शर्तों को दर्ज करना चाहते हैं जिनके तहत या जिनके अनुसार ठेकेदार द्वारा उक्त सेवाएं प्रदान की जानी हैं।

अब एतद्वारा और पार्टियों के बीच निम्नानुसार सहमति है

1. यह करार 1 अप्रैल, 2026 से प्रभावी होगा और 31 मार्च, 2027 तक लागू रहेगा या जब तक इसमें निहित शर्तों के अनुसार इसे समाप्त नहीं किया जाता है।

2. ₹.....का उद्धृत प्रभार, तैनात किए गए श्रमशक्ति, प्रयुक्त सामग्री और सेवाओं के कुशल निष्पादन के लिए तैनात मशीनरी की लागत को कवर करने के अधीन चालान प्रस्तुत करने पर मासिक आधार पर देय होगा। सेवाएं संतोषजनक ढंग से प्रदान की गई हैं, इस आशय का बैंक के अधिकारियों द्वारा विधिवत प्रमाण दिये जाने के बाद और सभी वैधानिक बकाया/करों आदि की कटौती के बाद उसका भुगतान किया जाएगा ।

उपरोक्त शुल्क अपरिवर्तिनीय हैं और श्रम की शर्तें, एक्स्चेंज वैरिएशन या किसी अन्य शर्त जो भी हो के अधीन नहीं हैं।

उपरोक्त शुल्कों में जीएसटी, बीमा शुल्क और कोई अन्य कर और शुल्क या अन्य लेवी भी शामिल है, चाहे वह विद्यमान हो या केंद्र सरकार या किसी राज्य सरकार या किसी स्थानीय प्राधिकरण द्वारा भविष्य में लगाया गया हो।

निविदा के नियम एवं शर्तों के अनुसार नियमित आधार पर सेवाएं प्रदान करने के लिए ठेकेदार जिम्मेदार होगा।

ठेकेदार द्वारा आपूर्ति की जाने वाली सामग्री के आकस्मिक शुल्क जिसमें परिवहन शुल्क, ओवरहेड और लाभ शामिल हैं का भुगतान बैंक के मानदंडों के अनुसार या ऐसे कार्यों के लिए बैंक की अनुमोदित दरों पर केयर टेकर तथा कार्यालय / कॉलोनी के सुरक्षा अधिकारी के पूर्वानुमोदन से किए गए कार्यों के लिए कैश-मेमो, वाउचर आदि जमा करने पर किया जाएगा।

3. निविदा दस्तावेज और उसके किसी भी परिशिष्ट/अनुसूची में किए गए उल्लेख के अनुसार ठेकेदार द्वारा प्रदान किए जाने वाले कार्य और सेवाओं का दायरा इस करार का हिस्सा होगा।

#### **4. करार की समाप्ति**

आरबीआई के पास अपने एकमात्र और पूर्ण विवेकाधिकार से, बिना किसी कारण बताए और बिना किसी मुआवजे के भुगतान के लिखित नोटिस द्वारा इस करार को समाप्त करने का हकदार होगा, यदि-

- (i) बैंक की राय में (जिस पर ठेकेदार द्वारा आपत्ति नहीं जताई जाएगी और ठेकेदार पर बाध्यकारी होगा) ठेकेदार बैंक की संतुष्टि के लिए इस करार को लागू करने में विफल रहता है या अस्वीकार कर देता है और/या
- (ii) ठेकेदार इस करार के किसी भी नियम और शर्तों का उल्लंघन करता है और / या

- (iii) ठेकेदार को दिवालिया घोषित किया जाता है या उसके द्वारा अपने लेनदारों के साथ करार किया जाता है या यदि संकट या निष्पादन या अन्य प्रक्रिया पर आरोप लगाया जाता है या रिसीवर को ठेकेदार की संपत्ति या संपत्ति के किसी हिस्से पर नियुक्त किया जाता है और/या
- (iv) किसी भी कारण से, ठेकेदार इस करार के तहत अपने दायित्वों को निभाने के लिए कानूनी रूप में अपात्र हो जाता है और/या
- (v) ठेकेदार या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में, बैंक के लिखित पूर्वानुमोदन के बिना कोई बदलाव किया जाता है।
- (vi) इस करार को किसी भी कारण से समाप्त करने की स्थिति में, ठेकेदार या उसके द्वारा नियोजित कोई कर्मचारी या एजेंट मुआवजे या नुकसान के रूप में बैंक से किसी भी राशि के लिए हकदार नहीं होंगे।

## 5. मध्यस्थता

यदि पार्टियों के बीच, किसी भी समय, इस करार के निर्माण के संबंध में या इस करार से उत्पन्न होने वाली या इस करार से उत्पन्न होने वाले उक्त पार्टियों के अधिकारों, दायित्वों और कर्तव्यों के संबंध में कोई विवाद, मतभेद या प्रश्न उत्पन्न होता है तो इसे मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के प्रावधानों के तहत मध्यस्थता के लिए संदर्भित किया जाएगा और मध्यस्थ / मध्यस्थों के पैनल के निर्णय अंतिम और दोनों पक्षों के लिए बाध्यकारी होंगे। इसके अलावा, ऐसे विवाद, मतभेद या प्रश्न, यदि कोई हों, को मुंबई/नवी मुंबई में उत्पन्न माना जाएगा और केवल मुंबई/नवी मुंबई की अदालतों को ही इसे निर्धारित करने का अधिकार होगा।

## 6. अप्रकटीकरण खंड:

ठेकेदार अपने दायित्व के निर्वहन के दौरान कोई जानकारी, सामग्री अथवा बैंक के इंफ्रास्ट्रक्चर/ सिस्टम्स /उपकरणों, आदि के ब्योरे, जो प्राप्त होते हैं अथवा ज्ञात होते हैं, किसी तीसरी पार्टी को प्रत्यक्ष अथवा अप्रत्यक्ष रूप से प्रकट नहीं करेगा तथा तत्संबंध में हर समय पर पूरी गोपनीयता का पालन करेगा। ठेकेदार इस ठेके के ब्योरों को इसके तहत दायित्व निभाने के लिए आवश्यक सीमा तक अथवा लागू कानूनों का अनुपालन करने के लिए, को छोड़कर प्राइवेट तथा गोपनीय समझेगा। ठेकेदार नियोक्ता की लिखित में पूर्वानुमति के बिना कार्य के ब्योरे किसी व्यापार संबंधी पेपर अथवा तकनीकी पेपर में अथवा अन्यत्र प्रकाशित नहीं करेगा, उसे प्रकाशित अथवा प्रकट करने की अनुमति नहीं होगी। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता द्वारा वहन किए गए किसी नुकसान के लिए

ठेकेदार नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त के अनुपालन में असफल होना ठेकेदार के द्वारा ठेके को भंग समझा जाएगा और नियोक्ता नुकसान हेतु दावा करने तथा कानूनी उपाय करने के लिए हकदार होगा।

ii. ठेकेदार अपने कर्मचारियों के संबंध में यह सुनिश्चित करने के लिए सभी यथोचित कार्रवाई करेगा कि इस करार के तहत गोपनीय जानकारी के अप्रकटीकरण के दायित्व से पूर्णतः संतुष्ट है। गोपनीयता के अप्रकटीकरण के संबंध में ठेकेदार का दायित्व कुछ कारणों से इस करार की समाप्ति के बाद भी बना रहेगा।

iii. ठेकेदार को ठेका श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 या किसी अन्य कानून, जैसा लागू हो, के तहत अपेक्षित लाइसेंस प्राप्त करना होगा, जिसमें विफल रहने पर उसके बाद होने वाली कार्रवाइयों/कार्यवाहियों के लिए वह अकेले जिम्मेदार होगा। बैंक ठेकेदार के कृत्यों, कमीशन या चूक के लिए जिम्मेदार नहीं होगा और किसी भी तरह से ठेकेदार द्वारा लगाए गए मजदूरों के लिए उत्तरदायी नहीं होगा।

## 7. यौन उत्पीड़न:

- (i) ठेकेदार कार्य स्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर उसके कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत सफल ठेकेदार द्वारा गठित आंतरिक शिकायत समिति के समक्ष दायर की जाएगी और बोलीदाता उक्त अधिनियम के तहत शिकायत के संबंध में उचित कार्रवाई सुनिश्चित करेगी।
- (ii) ठेकेदार के किसी भी कर्मचारी द्वारा बैंक के किसी भी कर्मचारी के विरुद्ध यौन उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।
- (iii) यदि इस घटना में ठेकेदार का कर्मचारी शामिल है तो ठेकेदार को जो भी मुआवजा राशि हो उसका भुगतान करना होगा। उदाहरण के लिए, यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा करने

की बात साबित हो जाती है बैंक के कर्मचारी को जो भी मौद्रिक राहत अदा करनी पड़े उस राशि की अदायगी के लिए ठेकेदार जिम्मेदार होगा।

- (iv) कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए ठेकेदार जिम्मेदार होगा।
- (v) ठेकेदार अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची प्रदान करेगा जो बैंक के परिसर में तैनात हैं।

## 8. स्टाम्प ड्यूटी

ठेकेदार इस अनुबंध के मौलिक प्रति पर स्टॉप शुल्क वहन करेगा, जिसे दो प्रतियों में निष्पादित किया जाएगा, और बैंक मौलिक प्रति को रखेगा और ठेकेदार डुप्लिकेट को अपने पास रखेगा।

## 9. विदेशी नागरिकों की तैनाती पर रोक और कर्मचारियों के लिए पुलिस वेरिफिकेशन जमा करना अनिवार्य:

1) ठेकेदार यह सुनिश्चित करेगा कि बैंक परिसर में तैनात कोई भी कर्मचारी विदेशी नागरिक न हो, जैसे कि कोई बांग्लादेशी, जिसे भारतीय कानूनों के तहत भारत में काम करने की कानूनी अनुमति न हो। ठेकेदार तैनाती से पहले सभी कर्मचारियों की राष्ट्रीयता, कानूनी निवास स्थिति और भारत में काम करने की पात्रता के बारे में लिखित प्रमाण पत्र देगा।

2) किसी भी विदेशी नागरिक की तैनाती को इस समझौते का गंभीर उल्लंघन माना जाएगा, जिसके परिणामस्वरूप सेवाओं को तुरंत समाप्त किया जा सकता है, अनुबंधित लागतों की वसूली की जा सकती है, और विदेशी अधिनियम, 1946 और भारतीय दंड संहिता, 1860 के संबंधित प्रावधानों के तहत ठेकेदार को कानून प्रवर्तन अधिकारियों के पास भेजा जा सकता है।

3) अनुबंध मिलने के पंद्रह (15) कैलेंडर दिनों के भीतर, ठेकेदार सरकार द्वारा नामित चैनलों के माध्यम से प्राप्त सभी तैनात कर्मचारियों की वैध पुलिस सत्यापन रिपोर्ट जमा करेगा। बैंक को सांख्यिकीय दिशानिर्देशों के अनुसार डिजिटल सत्यापन तंत्र (जैसे क्यूआर कोड, ऑनलाइन पोर्टल, आदि) के माध्यम से ऐसी रिपोर्टों की प्रामाणिकता को सत्यापित करने का अधिकार होगा।

10. ठेकेदार अपने द्वारा नियोजित कामगारों को न्यूनतम मजदूरी का भुगतान सुनिश्चित करेगा, मजदूरी का एक रजिस्टर बनाए रखेगा और अपने द्वारा नियोजित प्रत्येक कामगार को मजदूरी पर्ची जारी करेगा और मजदूरी पर्ची पर उनके हस्ताक्षर या अंगूठे का निशान प्राप्त करेगा। इस कार्य के लिए सौंपे गए बैंक

के अधिकृत अधिकारी की उपस्थिति में। कामगारों को प्रत्येक भुगतान के बाद ऐसी वेतन पर्ची की एक प्रति बैंक को प्रस्तुत करानी होगी।

11. ठेकेदार, भुगतान अधिनियम 1936, न्यूनतम मजदूरी अधिनियम, 1948, ठेका श्रम (विनियमन और उन्मूलन) अधिनियम, 1970 के किसी भी प्रावधान या इस संबंध में लागू कोई अन्य श्रम कानून/संविधि के उल्लंघन के लिए सभी नुकसानों और दावों, क्षतियों या मुआवजे के लिए बैंक को क्षतिपूर्ति करेगा। इस संबंध में देनदारियों, यदि कोई हो, के लिए केवल ठेकेदार ही जिम्मेदार होगा।

12. निविदा दस्तावेज और उसके परिशिष्ट में उल्लिखित शर्तों को इस करार के हिस्से के रूप में पढ़ा जाएगा और अपने स्तर पर क्रमशः समझौतों का निष्पादन उसमें निहित शर्तों के अनुसार करेंगे।

इसके साक्ष्य में, इसके पक्षों ने इस पर और इसकी दूसरी प्रतिलिपि पर यहां पहले उल्लेखित दिन और वर्ष को अपने-अपने हस्ताक्षर किए हैं।

हस्ताक्षरित और वितरित

श्री \_\_\_\_\_ (कंपनी का हस्ताक्षर और मुहर)  
(ठेकेदार)

साक्षी

1.

2.

भारतीय रिजर्व बैंक की ओर से (बैंक के हस्ताक्षर और मुहर)

श्री \_\_\_\_\_

विधिवत अधिकृत अधिकारी

की उपस्थिति में

- 1.
- 2

### **Articles of Agreement**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 between Reserve Bank of India, having its office at Plot No.3, Sector 10, H. H. Nirmala Devi Marg, CBD, Belapur, Navi Mumbai 400 614 (hereinafter referred to as the "Bank") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

And.....having its office at .....(hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the contractor is carrying on the business of maintaining gardens and horticulture related works and has adequate experience in such jobs for rendering such services.

And whereas the Bank is desirous of availing services of the contractor for the purpose as indicated in the letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the contractor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. This agreement will come into effect from April 1, 2026 and will remain in force up to March 31, 2027 or unless it is terminated as per the terms herein after contained.

2. The quoted charges of ₹..... covering the cost of manpower deployed, material used and machinery deployed for efficient rendering of services shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

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

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

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

Incidental charges of materials supplied by the contractor will be paid on submission of cash-memo, vouchers, etc. including transportation charges, overhead and profit as per the Bank's norms or at the Bank's approved rates for similar works with the approval of the Caretaker and the Security Officer of the respective office/colony for the work carried out, with their prior approval.

3. Scope of Work and services to be rendered by the contractor and all other terms and conditions, as described in tender document and in any of appendix/ schedule, thereto shall form part of this agreement.

4. The Contractor shall submit the Performance Bank Guarantee of 5% of the contract value and it amounts to ..... The same shall be valid for a period of .....

## **5. TERMINATION OF AGREEMENT**

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if .

i In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or

ii The contractor commits a breach of any terms and conditions of this agreement and/or

iii The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor and/or

iv For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or

v There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

vi In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

## **6. ARBITRATION**

If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties and binding, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the decisions of the Arbitrator/panel of Arbitrators shall be final and binding on both the parties. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Mumbai/Navi Mumbai and only courts in Mumbai/Navi Mumbai shall have jurisdiction to determine the same.

## **7. Non-disclosure clause:**

i. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at the times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

ii. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to nondisclosure and confidentiality will survive even after the expiry of termination of this agreement for whatever reason.

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

## **8. Sexual Harassment:**

i. The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against Contractor's employee within the premises of the Bank, the complaint will be filed before the internal Complaints Committee constituted by the contractor and contractor shall ensure appropriate action under the said Act in respect to the complaint.

ii 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.

iii. 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.

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

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

## **9. Prohibition on Deployment of Foreign Nationals and Mandatory Submission of Police Verification for Employees:**

1) The contractor shall ensure that no employee deployed on the bank premises is a foreign national, such as a Bangladeshi, who is not legally authorized to work in India under Indian laws. The contractor shall provide written certification regarding the nationality, legal residential status, and eligibility to work in India for all employees prior to deployment.

2) Deployment of any foreign national shall be deemed a material breach of this agreement, which may result in immediate termination of services, recovery of contracted costs, and referral of the contractor to law enforcement authorities under relevant provisions of the *Foreigners Act, 1946* and the *Indian Penal Code, 1860*.

3) Within fifteen (15) calendar days of receiving the contract, the contractor shall submit valid police verification reports for all deployed employees, obtained through government-designated channels. The bank shall have the right to verify the authenticity of such reports, as may be done through digital verification mechanisms (such as QR codes, online portals, etc.) as per statistical guidelines.

## 10. STAMP DUTY

The contractor shall bear the stamp duty on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the Contractor shall retain the duplicate.

11. The contractor shall ensure payment of minimum wages to the workmen employed by him/them, shall maintain a register of wages and shall issue a wage slip to every workman employed by him/them and obtain their signature or thumb impression on the wage slips in the presence of the Bank's authorized officer assigned for this work. A copy of such wage slip shall be submitted to the Bank after every payment to the workmen.

12. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

13. The Conditions mentioned in the tender document and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

In witness, thereof the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned.

Signed and delivered

Shri \_\_\_\_\_

(sign and seal of the company)

(Contractor)

Witnesses

- 1.
- 2.

Signed and delivered for and on  
behalf of Reserve Bank of India by

(sign and seal of the Bank)

Shri \_\_\_\_\_

its duly authorized officer

in the presence of

- 1.
- 2.