



**Reserve Bank of India
Estate Department
Chennai**

(Website: www.rbi.org.in)

(e-Tendering only)
Tender Document
Part – I

RBI/Chennai/Estate/92/23-24/ET/137

AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai.

Due Date of Submission: July 10, 2023 not later than 15.00 Hrs

DISCLAIMER

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

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

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

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corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

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Section A: The schedule of e-Tender

Sl.No	Item	Details
1.	e-Tender No.	RBI/Chennai/Estate/92/23-24/ET/137
2.	Description of Work	AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai.
3.	Mode of Tender	e-Tender (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through https://www.mstcecommerce.com/eprochome/rbi
4.	Estimated Cost for 12 months	₹ 91.68 Lakh (Rupees Ninety-one lakh sixty-eight thousand only) inclusive of GST at 18%
5.	Earnest Money Deposit (EMD)	₹ 1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only)
6.	Performance Bank Guarantee (PBG) / Security Deposit (SD)	5% of the contract value (To be submitted by the successful bidder)
7.	Last date of Submission of Pre-Qualification (PQ) papers	Up to 17:00 Hrs. of June 13, 2023.
8.	Date of Notice Inviting Tender (NIT) available to parties for download	16:00 Hrs. of May 23, 2023 onwards.
9.	Pre-Bid Meeting	11:00 Hrs. on June 27, 2023 (Venue: Reserve Bank of India, Estate Department, II Floor, Rajaji Salai, Fort Glacis, Chennai-600001). Note: The participants are advised to confirm their participation one day before to make the necessary arrangements through mail ids mentioned.
10.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	16:00 Hrs. on, June 30, 2023
11.	Last Date of submission of EMD	15:00 Hrs. of July 10, 2023
12.	Date of closing of online e-tender for submission of techno-commercial bid & price bid	15:00 Hrs. on July 10, 2023
13.	Date of opening of Part-I (Techno-Commercial-Bid)	16:00 Hrs. on July 10, 2023
14.	Date of opening of Part-II (Price- Bid)	Part II (Price Bid) of the tender shall be opened on the same day or on a subsequent date which shall be intimated to the bidders.
15.	Validity of the tender	Three months from the date of opening of the PART-I of the Tender.
16.	Transaction fee	Payment of Transaction fee as mentioned in the MSTC portal through MSTC payment gateway/NEFT/RTGS in favour of MSTC LIMITED.

Section B: Important Instructions for e-Procurement

Bidders are requested to read the important instructions on e-Tendering process as given below and the Terms & Conditions of this Tender given in subsequent pages before submitting online Tender.

Process of e-Tender:

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

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi

1). Tenderers are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts. → Select RBI Logo > Register as Tenderers -- Filling up details and creating own user id and password → Submit.

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

Contact person (RBI):

1. Smt. Suganya Devi (Manager, Estate Department)
044-2539 9027/ (suganyadevim@rbi.org.in)
2. Shri. Kshitij Dahat (AM, Estate Department)
044- 2539 9240 / (kgdahat@rbi.org.in)

Contact person (MSTC Ltd):

1. Shri. Shanmugam - 9176397264
Email id: nshanmugam@mstcindia.co.in
2. Shri. J Damodaran- 9841002253
Email id: jdmodaran@mstcindia.co.in
MSTC Help Line: 9499054101/2/3/4.

Email id : helpdesk@mstcindia.co.in

Google hangout ID- (for text chat) - mstceproc@gmail.com

B) System Requirements:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi .Tenders will be opened electronically on specified date and time as given in the Tender.

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

Special Note towards Transaction fee:

The Tenderers shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the Tenderers login. The Tenderers have to select the particular tender from the event dropdown box. The Tenderers have the facility of making the payment either through NEFT or through Online Payment. On selecting NEFT, the Tenderers shall generate a challan by filling up a form. The Tenderers shall remit the transaction fee amount as per the details printed on the challan without making changes in the same. On selecting Online Payment, the Tenderers have the provision of making payment using 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 Tenderers would receive a system generated mail. Transaction fee is non-refundable. A Tenderer may not have the access to online e-tender without making the payment towards transaction fee.

NOTE

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

Information about tenders /corrigendum uploaded shall be sent only by email during the process till finalization of tender. Hence, the Tenderers are required to ensure that the Email ID provided is valid and updated at the time of registration of Tenderers with MSTC. Tenderers are also requested to ensure validity of their DSC (Digital Signature Certificate). E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

1. Earnest Money Deposit for a sum of ₹1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only) shall be remitted to Bank Account of Reserve Bank of India on or before 15:00 Hrs on **July 10, 2023**. The account details for NEFT/RTGS transactions are as follows:

Beneficiary Name: RBI CHENNAI

IFSC: RBIS0CNPA01 (5th and 10th digits are Zero)

Account No.: 186003001

Proof of payment along with transaction number (Scanned copy) shall be attached/ uploaded. The bidders are also advised to send the proof of remittance with Transaction number (scanned copy) to estatechennai@rbi.org.in. While making remittance of the said amount, 'EMD- ESTATE DEPARTMENT' shall be mentioned in the remark's column. A tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD. The EMD of unsuccessful vendors shall be returned within 30 days from the completion of the tender process.

- a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) Only the Tenderers who have submitted transaction fee can submit their Technical Bid and Commercial Bid through MSTC website www.mstcecommerce.com → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.
- c) The Tenderers should have a running JAVA application. This exercise has to be done immediately after opening of Bid floor followed by filling up of Common terms/Commercial specification and the same may be saved. After that, they should click on the technical bid. If JAVA application does not run, then the Tenderers will not be able to save/submit his technical bid.
- e) After filling the Technical Bid, Tenderers have to click 'save' for recording the same. Once the Commercial Bid link becomes active and the details are filled up, Tenderers have to click on "save" to record the Commercial bid. After both the technical bid & Commercial bid have been saved, Tenderers has to click on the "Final submission" button to register the bids
- f) Tenderers can use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- g) In all cases, Tenderers are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tendering process, the identity of the Tenderer remains anonymous.
- i) The e-tendering floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the Tenderers. Any bid will be considered as a valid bid offered by those Tenderers and acceptance of the same by the Bank will form a binding contract between Bank and the Tenderers for execution of supply.
- k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be, without assigning any reason thereof.

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer depicts his acceptance to terms & conditions of 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 on receipt of bid(s) without citing any reasons thereof.

Tenderers are requested to read the Tenderers manual and see the video in the page www.mstcecommerce.com/eprchome to familiarize themselves with the system before commencing their bidding.

Tenderers are requested to quote rates without GST on works contract.

Section- C: Eligibility Criteria for Participating in the e-Tender

1. Reserve Bank of India, Chennai invites e-Tender in two parts for '**AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies located in Chennai**' at an estimated cost of approximately **₹91.68 Lakh** (Rupees Ninety-one lakh sixty-eight thousand only) per annum inclusive of GST.

2. **Eligibility Criteria for participating in the e-Tender:** Company/Firm/Contractor who fulfill the following per-qualification criteria are eligible to apply:

i.	Composition of the firm / organization.	<p>Details of registration / incorporation of the firm / organisation - whether Sole Proprietorship / Partnership firm / Private Limited / Limited or Co-operative Body etc - Name of registering authority, date, registration number, etc.</p> <p>The bidder should have valid Goods and Service Tax registration.</p>	<p>Bidder should fill-up information in Annexure-A: Format 1 annexed hereto and submit along with the following supporting documents.</p> <p>(i) Copy of registration / incorporation certificate.</p> <p>(ii) Copies of the Articles of Association / Power of Attorney / other relevant documents.</p> <p>(iii) Copies of PAN card, TIN, Goods and Service Tax (GST) registration certificates.</p>
ii.	Duration of past experience.	<p>The bidder should have a minimum 5 years experience in executing similar work(s)*. Bidder shall submit the documentary evidence in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work(s)* prior to April 2018.</p>	<p>i) Bidder should fill-up the information in Format 2 annexed hereto indicating client-wise list of similar work(s)*, awarded and actual cost(s), date of completion stipulated in contract and actual date of completion etc. and shall submit along with the documentary evidence as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed work order(s)/ completion certificate(s) and Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>ii) Bidder should also fill-up the information about similar work(s)* in-hand in the Format 2A annexed hereto and may submit along with supporting documents viz. copies of work order(s) consisting details of items of work, issued by the client(s) for the work(s) in progress.</p>

			(iii) The details along with documentary evidence of previous experience, if any, upon carrying out works for the Reserve Bank of India at any centre, may also be stated.
iii.	Minimum value of each completed similar work(s)* (qualifying) during specified period.	<p>Bidders having experience of satisfactorily completing similar work(s)* in last 5 years ending on April 30, 2023, shall be either of the following:</p> <p>i) Three completed similar works* each costing not less than the amount equal to ₹ 36.67 lakh</p> <p>or</p> <p>ii) Two completed similar works* each costing not less than the amount equal to ₹ 45.84 lakh.</p> <p>or</p> <p>iii) One completed similar work* costing not less than the amount equal to ₹ 73.35 Lakh.</p>	<p>Bidder should fill-up the information in Format 3 annexed hereto and submit along with the following documents as proof of having successfully completed similar work(s)*.</p> <p>(i) Copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time given for completing the work etc and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work(s) issued by the client(s) for works executed for government / public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies.</p> <p>(ii) Client certificate(s) for each of the qualifying work as per the Format 3A annexed hereto.</p>
iv.	Annual financial turnover.	Bidder should have had an annual financial turnover of amount equal to ₹91.68 Lakh or more per year during the last 3 financial years, ending 31st March 2023.	<p>Bidder should fill up the information in Format 4 annexed hereto and submit along with the following documents</p> <p>(i) Copies Audited financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant indicating the turnover for financial years referred in the Format 4.</p>

			(ii) Copies of the Income Tax Clearance Certificates / Income Tax Assessment orders duly certified by a Chartered Accountant as a proof for creditworthiness and turnover of the bidder.
v.	Solvency and banker's certificate.	Should furnish solvency certificate issued by the bidder's banker specifically for the purpose of work for an amount equal to ₹91.68 Lakh.	(i) Bidder should also submit banker's solvency certificate as per Format 5 annexed hereto from their banker. (ii) Names and addresses of bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in Format 5A.
vi.	Service setup	Full-fledged service setup should be available for the specified job at Chennai	Full-fledged service setup should be available for the specified job at Chennai, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup.

*Similar work shall mean '**Development and Maintenance of Gardening works**'

All the intending tenderers are advised to submit the pre-qualification documents on or before on or before **17:00 Hrs. of June 13, 2023.**

The bidders who fulfil the following minimum **Pre-Qualification (PQ) criteria** shall be eligible to participate in tendering process. The Pre-Qualification papers super-scribed as "**AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai**" Shri. S.M.N Swamy, Regional Director for Tamilnadu & Puducherry, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai-600 001, by name to reach his office not later than **17:00 Hrs. of June 13, 2023** for Bank's examination. Alternatively, the scanned copy of all the PQ document may be forwarded to mail id: : estatechennai@rbi.org.in, kgdahat@rbi.org.in and arjunkumark@rbi.org.in latest by **17:00 Hrs. of June 13, 2023.**

- A. The bidder must not have been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/Organizations including Reserve Bank of India at any location in India on any grounds for last 5 years ending on April 30, 2023.
- B. There should not be any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other such payments for last 5 years ending on April 30, 2023.
- C. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract for last 5 years ending on April 30, 2023.
- D. Track record of a bidder should be clean without any involvement in unlawful/ illegal activities or financial Banking frauds. There should not be any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.
- E. Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

Note: The intending bidder who satisfied the above parameters must submit a copy of Undertaking / Declaration /Certificate on their Letter Head duly signed by the authorized signatory in the format given at **Annex-III and Annex-IV**.

If the Undertaking / Declaration /Certificate submitted by the bidder is found to be inaccurate, his/her/its tender/ Work Order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit may be initiated and the Bank may also debar the bidder from participating in tenders invited by the Bank in future.

3. Details of the Company/Firm/Agency:

(a) The Full particulars of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address (es)' etc are required to be submitted.

(b) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial years, duly certified by a Chartered

Accountants, shall be enclosed as a proof of credit worthiness and turnover for the last three years.

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

4. List of documents / details to be submitted (PDF):

- a. Copies of applicable tax registrations, viz., PAN, TIN, GST, etc.
- b. Copy of Registration Certificate of the Company/firm/agency issued by the relevant authority.
- c. Copies of EPF Registration Certificate and ESI Registration Certificate.
- d. MSME Registration Certificate for MSME firms.
- e. Copy of License under Contract Labour (Regulation and Abolition) Act, 1970 for providing **Gardening Services**.
- f. Labour Licenses obtained for clients (whose performance certificates have been submitted towards establishing minimum eligibility) need to be compulsorily submitted if 20 or more manpower was supplied.
- g. Work orders and Client certificates in the prescribed format for the similar works executed, which satisfies the eligibility criteria.
- h. Name and Address of the existing clients along with full details (Work orders) where the tenderer is currently executing a similar work for Client Site Visit purpose.
- i. Details of manpower (Gardener, Helper and Supervisor) on rolls with documentary evidence for proof of qualifications of current deployed staff.
- j. Provide details of any Civil Suit/ Litigation/disputes/ suspension/ penalty arisen in the contracts executed during the last 5 years ending on April 30, 2023/ being executed. If yes, please furnish the name of the project, employer, nature of work, contact value, work order and date and brief details of litigation, provide Self-attested copies of litigations/civil suits/disputes.
- k. Any Bank having declared any loan of the tenderer as NPA in the last three years, if any.
- l. Copies of ISO 9001: 2008-Certificate in Quality Management System.
- m. Any other document or information the tenderer may wish to furnish.
- n. Any other document/s as and when sought by the Bank.

5. Details of the completed work: The client-wise names of work(s), year(s) of works execution of work(s), awarded and actual cost(s) of executed work(s), names, and full contact details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished. Client's Report as per format at **Annex- I** from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

6. Client Site Visit: Service quality by the bidder at current similar facilities (to be decided by the Bank based on client feedbacks/ site visit reports) the decision taken by the Bank in this regard will be final and binding.

The members of the Evaluation Committee may conduct site visits to assess the quality and other aspects of the existing contracts of bidders as per the above criteria. A list of such places i.e., complete address details of clients in Tamil Nadu (preferably Chennai) along with contact details of the nodal person should be provided.

7. After scrutiny, if any of the contractors is found not to be in possession of the required eligibility, their tenders will not be considered by the Bank for further processing.

8. Tender shall be submitted through e-Tendering in two parts. Part-I Tender will contain the Bank's standard Techno-Commercial conditions for the proposed work.

9. The proof of having remitted the EMD is to be uploaded in MSTC portal.

10. Part-I of the Tenders will be opened at 16:00 hours on **July 10, 2023** in the presence of the authorized representative of the Tenderers, who choose to be present. The Part-II (Financial bid) of only those tenderers' who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email address.

11. The Bank may obtain reports on the past performance of the Tenderer from his clients and bankers. The Bank shall evaluate the said reports as per the evaluation criteria mentioned in Part I before opening of the Part-II of the Tender. If the tenderer is not found to possess the required eligibility for participating in the Tendering process at any point of time and/or his performance reports received from his clients and/or his bankers' report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the Tender and Part-II of the Tender will not be opened and EMD shall be returned back in due course of time. The Bank is not bound to assign any reason for doing so.

12. THE BANK IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO ACCEPT EITHER IN FULL OR IN PART ANY TENDER. THE BANK RESERVES THE RIGHT TO REJECT ALL THE TENDERS WITHOUT CITING ANY REASON THEREOF.

13. Note: The client's Report shall be accepted only when the same is signed by an official in-charge of administration or equivalent in respect of a Government/Semi Government organization or a PSU and supported by adequate proof of payment received by the contractor for the work done by him. The Client's Report issued by the private organizations shall be submitted along with Tax Deducted at Source (TDS) certificates. Applications/Tenders received without the above certificates will be rejected. The Bank shall have the right to independently verify these certificates.

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

Address:
Date:

Signature and Name of Tenderer with seal

Section D: FORM OF TENDER

Place.....

Date.....

To
Regional Director for Tamil Nadu & Puducherry
Estate Department
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600 001.

Sir,

Having read and examined the Notice Inviting e-Tender, Specifications, schedule of quantities, various schedules, General conditions of contract and clauses, Special conditions of contract, General rules and instructions to bidders and all other contents in the tender document for the work specified in the memorandum hereinafter set out and having examined the site of the works and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, and instructions in writing referred to in Conditions of Contract, the Articles of Agreement, Special Instructions, Schedule of Quantities and Special 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 work:	AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai.
b)	AMC Period	October 01, 2023 to March 31, 2024 (Contract to be initially awarded for 06 months to align with financial year and the same to be renewed on yearly basis for the next two years FY: 2024-25 and 2025-26 subject to the agency fulfilling the terms of the contract satisfactorily)
c)	Estimated cost	₹91.68 Lakh (Rupees Ninety-one lakh sixty-eight thousand only) Inclusive of 18 % GST
d)	Earnest Money	₹1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only) from each bidder

e)	Performance Bank Guarantee (PBG) / Security Deposit (SD)	5% of the contract value
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1. We undertake to deposit a sum of ₹1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only) as Earnest Money with the Reserve Bank of India at the time of award of work, along with the bid which will not bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India. We also agree to keep the Security Deposit/ Performance Bank Guarantee valid during the entire period of contract.
2. 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.
3. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.
4. I/We understand that Reserve Bank of India reserves the right to accept or reject any or the entire Tender either in whole or in part without assigning any reason thereof.
5. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical particulars, EMD and Part II contains only the Price Bid in the Bank's proforma.
6. Should this Tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
7. **Pre-Bid meeting:**
 - a) Tenderers requiring any clarification of this document shall contact the Bank, in writing, at the email address mentioned in this document not later than one day before the date of the Pre-Bid meeting or raise queries during the Pre-Bid meeting.
 - b) The tenderers' designated representatives are invited to attend the Pre-Bid Meeting Offline at **11:00 Hrs. on June 27, 2023** (Venue: Reserve Bank of India, Estate Department, 2nd Floor, Rajaji Salai, Fort Glacis, Chennai-600001). The purpose of the meeting will be to clarify issues and to answer queries that may be raised at that stage.

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

Our Bankers are: (Full Address)

(i)	
(ii)	

Names of Partners of our firm are:

(i)	
(ii)	

Name of the Partner of the firm Authorized to sign	
or	
Name of person having Power of Attorney to sign the Contract (Certified copy of the Power of Attorney should be attached).	

Yours faithfully,

Signature of Contractor

Signature and Addresses of Witnesses:

S. No	Signature	Address
(i)		
(ii)		

Section E: AMC Agreement

यह करार एक ओर मैसर्स ----- जिसका पंजीकृत कार्यालय -----चेन्नै-600 010 में है (जिसे इसके बाद संविदाकार कहा गया है)

This Agreement is made on this _____ day of (month), (year) between M/s. _____ having its Registered Office at _____ Chennai – 600010, (hereinafter called the Contractor) of the One Part

और
And

दूसरी ओर भारतीय रिज़र्व बैंक, चेन्नै जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन भारतीय रिज़र्व बैंक अधिनियम, 1934 के प्रावधानों के अंतर्गत किया गया है (जिसे इसके बाद " बैंक" कहा गया है) के बीच (माह), (वर्ष) के ----- दिन को किया गया।

The Reserve Bank of India, Chennai, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (Hereinafter called the "The Bank") of the other part,

जबकि बैंक के मुख्य कार्यालय परिसर और चेन्नई में स्थित छह आवासीय कॉलोनियों में बागवानी कार्यों के विकास और रखरखाव के लिए एएमसी के नियमित प्रचालन, ब्रेक डाउन/निवारक/नियमित रखरखाव के प्रावधान का इच्छुक है।

WHEREAS the Bank is desirous of provision of regular operation, Break-down/Preventive/regular '**AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies located in Chennai.**'

और जबकि संविदाकार मूल एएमसी के अनुसार सहमत नियत शर्तों और कार्य की व्याप्ति में विस्तार से दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/घटाने के कारण कार्य में होने वाली वृद्धि/कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और प्राकृतिक रूप से एएमसी की प्रकृति से उत्पन्न होने वाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से तथाकथित "शर्तें" कहा गया है) के अनुसार काम को जो कथित कार्य की व्याप्ति में वर्णित है उसे एएमसी में निर्धारित दर पर गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथाकथित संविदा राशि" कहा गया है) कार्य करने के लिए सहमत है।

AND WHEREAS THE CONTRACTOR HAS AGREED TO execute upon and subject to the conditions set forth in the original AMC entered into and detailed in the scope of work and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

अब एतद्वारा निम्न सहमति हुई है:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. संविदाकार कथित शर्तों/एएमसी अवार्ड पत्र में उल्लिखित तरीके के अनुसार कथित संविदा राशि के भुगतान करने के मद्देनजर कथित शर्तों के अधीन कार्य की व्याप्ति में वर्णित काम पूरा करेगा।
In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the Contractor shall upon and subject to the said conditions execute and complete the work described in the said scope of work.
2. बैंक संविदाकार को कथित संविदा राशि कथित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।
The Bank shall pay the Contractor the said contract amount at the times and in the manner specified in the said conditions.
3. आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशानिर्देशों के अनुरूप बैंक स्रोत पर कर (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कटौती करेगा। संबंधित कानून में दिए गए अनुसार कटौती नहीं किए जाने के लिए उपयुक्त प्रमाणपत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कटौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।
The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.
4. महाप्रबंधक/ उप महाप्रबंधक/ सहायक महाप्रबंधक, संपदा विभाग, चेन्नै बैंक की ओर से प्राधिकृत प्राधिकारी हैं।
The General Manager/ Deputy General Manager/Assistant General Manager, Estate Department, Chennai is the Authority authorized on behalf of The Bank.
5. एमसी प्रदान करने संबंधी पत्र, करार और यहां उल्लिखित दस्तावेज इस संविदा के आधारभूत घटक होंगे।
The AMC award letter, agreement and document mentioned herein shall form the basis of this contract.
6. यह संविदा रु)-/----- रुपये ----- मात्र (की दर पर है। और की अवधि के लिए वैध है।
This contract is at the rate of Rs._____ (Rupees _____ only) and valid for a period of _____.
7. इस संविदा के कार्यनिष्पादन के दौरान संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/गलतियों के कारण या संविदाकार के कार्यों/गलतियों के कारण बैंक को हुए किसी नुकसान/हानि की भरपाई संविदाकार द्वारा की जाएगी।
The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.
8. संविदाकार न्यूनतम मजदूरी अधिनियम, 1948 के अनुसार अपने कर्मचारियों को वेतन का भुगतान करने और भारत सरकार द्वारा समय-समय पर अधिसूचित की गई किसी भी वृद्धि को शामिल करने के लिए सहमत होगा। मजदूरी की न्यूनतम दरों (प्लस वीडिए) को मुख्य श्रम आयुक्त (केंद्रीय), श्रम एवं रोजगार मंत्रालय द्वारा

समय-समय पर जारी अधिसूचना के अनुसार संशोधित किया जाएगा अर्थात् हर साल 1 अप्रैल और 1 अक्टूबर को।

The Contractor shall agree to pay salary to his employees in accordance with Minimum Wages Act, 1948 and considering any escalation in wages as notified from time to time by the Government of India. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e., 1st April and 1st October every year.

9. संतोषजनक प्रदर्शन के अधीन करार की अवधि 01 अक्टूबर 2023 से 31 मार्च 2024 तक 06 महीने है जब तक कि सेवा की कमी, उपयोग की जाने वाली सामग्रियों की उप-मानक गुणवत्ता और उल्लंघन के कारण बैंक द्वारा इसे कम या समाप्त नहीं किया जाता है। संविदा की समाप्ति पूर्व सूचना जारी करके की जाएगी। ऐसे मामले में संविदाकार को एक महीने की नोटिस अवधि दी जाएगी और प्रतिभूति जमाराशि वापस नहीं की जाएगी।

The period of contract is **06 months from October 01, 2023 to March 31, 2024** subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction, or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the contractor and the security deposit shall not be refunded.

10. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान/सामग्री/संपत्ति बैंक को वापस करेगा।

On termination of the Contract or on expiry of the Contract, the Contractor shall vacate the Premises of the Bank and shall hand over or return all the articles/ Material/ property pertaining to the Bank.

11. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल चेन्नै में किए जाएंगे।

All payment by the Bank under this contract will be made only at Chennai.

12. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद चेन्नै में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार चेन्नै में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

13. अप्रकटीकरण खंड: यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान संविदाकार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्कर आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा।

प्रकटीकरण न करने और गोपनीयता के संबंध में संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

Non-Disclosure Clause: It is advised that 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 discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. 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.

14. कथित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां कथित शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।
The said conditions shall be read and construed, as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement of their part respectively in the said conditions contained.

15. कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझ लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।
That the several parts of this contract have been read by the Contractor and fully understood by the Contractor, in witness whereof the Contractor has caused its seal (if any) to be affixed hereunto and The Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.

16. निविदा में उल्लिखित आवश्यक दस्तावेजों के साथ सही इन्वॉयस जमा करने पर 45 दिनों के भीतर मासिक बिलों / एकमुश्त शुल्क का भुगतान एनईएफटी / आरटीजीएस के माध्यम से किया जाएगा, बैंक से भुगतान की प्रतीक्षा किए बिना संविदाकार द्वारा अपने कर्मचारियों को मजदूरी का भुगतान किया जाना चाहिए। उक्त दस्तावेजों के बिना जमा किए गए बिलों पर भुगतान के लिए कार्रवाई नहीं की जाएगी।
Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45 days** on submission of correct invoice along with requisite documents as mentioned in the tender, Wages must be paid to the employees by the contractor

without waiting for the payment from the Bank. The bills submitted without the said documents shall not be processed for payment.

17. संविदाकार संविदा में उल्लिखित किए गए अनुसार कार्य की प्रगति की आवश्यक दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिज़र्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो अठारह वर्ष से कम की आयु का हो।

The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with the Works any person who has not completed Eighteen years of age.

18. संविदाकार द्वारा काम पर लगाए गए सभी कामगार या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/ कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।

All the workers or employees deployed by the contractor shall be considered as the employees of contractor and Reserve Bank of India shall not have any liability whatsoever in nature regarding such workers/employees.

19. संविदाकार उसके दौरान काम पर लगाए गए श्रमिकों को मजदूरी का भुगतान सीधे ही करेगा जो कि न्यूनतम मजदूरी अधिनियम 1948, भारत सरकार द्वारा निर्धारित न्यूनतम मजदूरी से कम न हो।

The Contractor shall pay to labour employed by him, directly wages not less than Minimum wages as prescribed by Minimum Wages Act 1948, Government of India.

20. संविदाकार उसके द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोलीदाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा।

The Contractor shall in respect of labour employed by him cause to be complied with the Contract Labour Regulation regarding all matters provided therein.

21. संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938, कर्मकार प्रतिकर अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का लैंगिक उत्पीड़न (निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इससे संबंधित अन्य कानून और समय-समय पर बनाए गए नियमों का पालन करेगा

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' State Insurance Act, 1948, Employers Liability Act, 1938 Workmen's compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013, or any modification there of or any other law relating thereto, and rules made there under from time to time.

22. संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा
(क.) कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा

- (ख.) कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
- (ग.) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

The Contractor shall indemnify and keep indemnified the Reserve Bank of India against:

- a. Any claim arising out of third-party loss/ damage to life or property caused 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 Wages, PF/ Labour laws, ESI, Regulations etc.

23. संविदाकार नियोक्ता द्वारा अनुमोदित किसी बीमा कंपनी से सभी आवश्यक बीमा कवर (कामगार प्रतिपूर्ति पॉलिसी), तीसरी पार्टी/ सार्वजनिक देयता के जोखिमों के लिए बीमा पॉलिसी नियोक्ता और संविदाकार के संयुक्त नाम पर (जिसमें नियोक्ता का नाम पॉलिसी में पहले रखा जाएगा) लेगा और ऐसी पॉलिसी या पॉलिसियों को कार्य शुरू होने से पहले जमा करेगा। कामगार प्रतिपूर्ति पॉलिसी के अंतर्गत न्यूनतम कवर संविदा को पूरा करने के लिए काम पर रखे गए कामगार तो दी जाने वाली मजदूरी के अनुरूप होगा। तीसरी पार्टी/सार्वजनिक देयता के अंतर्गत न्यूनतम कवर न्यूनतम **₹ 2** लाख होगा।

The contractor shall take necessary insurance covers (Workmen Compensation Policy), third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of **Rs.2 lakh**.

24. संविदाकार संविदा श्रम (विनियमन और उन्मूलन) अधिनियम 1970 के सभी प्रावधानों का अनुपालन करेगा। अंतिम बिल जारी करने से पूर्व संविदाकार इस आशय का प्रमाणपत्र प्रस्तुत करेगा कि उसने कार्य पूरा करने के लिए काम पर लगाए गए सभी प्रकार के मजदूरों के लिए पूरी बकाया राशि का भुगतान किया है और यह भुगतान न्यूनतम मजदूरी अधिनियम, 1949 के तहत निर्धारित मजदूरी से कम नहीं है और उसने ठेका मजदूरी करने के लिए आवश्यक सुविधाएं उपलब्ध कराने के संबंध में सीएलआरए अधिनियम के प्रावधानों का पालन किया है।

The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

25. संविदाकार/एजेंसी महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न (निवारण, प्रतिषेध और प्रतितोष) अधिनियम, 2013 (अधिनियम) के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होगा। बैंक परिसर के भीतर अपने कर्मचारी के खिलाफ लैंगिक उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष दायर की जाएगी। संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

The Contractor / Agency 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 Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

26. संविदाकार के किसी व्यथित कर्मचारी द्वारा, बैंक के किसी कर्मचारी/आवंटी के विरुद्ध की गई लैंगिक उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।
Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
27. यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति में प्रदान की जाने वाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तरदायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जाने वाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।
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.
28. कार्यस्थल पर लैंगिक उत्पीड़न की रोकथाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।
The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
29. संविदाकार बैंक परिसर में काम पर लगाए गए अपने कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध करवाएगा।
The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.
30. **जोखिम खंड:** मौजूदा व्यवस्था की किसी भी विफलता के मामले में संविदाकार के पास संविदा के अंतर्गत काम करने के लिए हमेशा स्टैंडबाय व्यवस्था होगी। अगर सेवाएं असंतोषजनक पाई जाती हैं तो बैंक किसी भी समय लिखित नोटिस देकर संविदा समाप्त करने और संविदाकार की लागत, जोखिम और जिम्मेदारियों पर किसी भी अन्य चयनित निविदाकार को संविदा देने का अधिकार सुरक्षित रखता है। इसके कारण किए गए अतिरिक्त व्यय को आरबीआई, चेन्नै द्वारा संविदाकार की प्रतिभूति जमाराशि या लंबित बिल से या एक अलग वसूली का दावा करके वसूल किया जाएगा।
Risk Clause: The Contractor shall always have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. The Bank reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the RBI, Chennai from the Contractor's Security Deposit or pending bill or by raising a separate recovery claim.
31. **विवाद निपटान:** यह पारस्परिक रूप से सहमति है कि इस करार के संबंध में या इससे उत्पन्न होने वाले सभी मतभेदों और विवादों पर पारस्परिक चर्चा और वार्ताओं द्वारा निपटारा किया जाएगा और यदि ऐसे विवादों

और मतभेदों को चर्चाओं और वार्ताओं द्वारा हल नहीं किया जा सकता है तो इसे बैंक द्वारा नियुक्त एकल मध्यस्थ, जिसका निर्णय दोनों पक्षों पर अंतिम और बाध्यकारी होगा, को संदर्भित किया जाएगा और कोई भी कानूनी विवाद केवल चेत्र क्षेत्राधिकार के अधीन होगा।

Dispute Settlement: It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Bank whose decision shall be final and binding on both the parties and any legal dispute will be subject to Chennai Jurisdiction only.

32. संविदा का नवीकरण: बैंक अपने स्वविवेक पर संविदाकार के कार्यनिष्पादन को संतोषजनक पाए जाने पर इस एएमसी का नवीकरण वर्ष 2023-24 और 2024-25 के लिए करने पर विचार करेगा, जिस पर पूर्वोक्त निबंधन व शर्तें लागू होंगी तथा मौजूदा न्यूनतम मज़दूरी के आधार पर दरों में बढ़ोतरी/ कमी होगी। इस संबंध में बैंक का निर्णय अंतिम व बाध्यकारी होगा। इसके अलावा, सेवा प्रभागों में अधिकतम अनुमेय वृद्धि सीपीआई और डब्ल्यूपीआई सूचकांकों के आधार पर होगी, जिस पर निर्णय बैंक द्वारा लिया जाएगा।

Renewal of contract: At the sole discretion of the Bank, the AMC shall be considered for further renewal for the years, 2024-25 and 2025-26, on same terms and conditions with applicable increase / decrease in rates, based on the prevailing Minimum Wages, provided the Bank, finds the services of the Contractor satisfactory. The decision of the Bank, in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

हस्ताक्षर खंड / SIGNATURE CLAUSE:

निम्न द्वारा हस्ताक्षरित और सुपुर्द / SIGNED AND DELIVERED BY

<p>संविदाकार हस्ताक्षर मुहर पता / Contractor Signature seal Address</p>	<p>आरबीआई के प्राधिकृत हस्ताक्षरी पदनाम और पता Authorized Signatory of RBI Designation & Address</p>
<p>साक्षी Witness हस्ताक्षर Signature नाम और पता Name and Address</p>	<p>साक्षी Witness हस्ताक्षर Signature नाम और पता Name and Address</p>

Section: F- General Instructions to Contractors

E-Tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI Portal for the work '**AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies located in Chennai**' not later than 15:00 Hrs. on **July 10, 2023**.

1. The tender documents will be available for viewing/downloading for the intending bidders from 16:00 Hrs. of **May 23, 2023**. The bidders who do not comply with the following pre- qualification criteria and have not submitted the requisite EMD, will not be considered for opening of their tender Part-II.
2. Part I (Technical-Bid) of the tender will be opened at 16:00 Hrs. on **July 10, 2023**. Upon scrutiny of Part-I by the Bank. The Part-II (Price-bid) of only those tenderer's who qualify in the Technical Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers through valid email. Tenders shall remain valid for acceptance by the Bank for a period of three months (90 days) from the date of opening of Part I of the tender, which period may be extended by agreement and the tenderer shall not cancel or withdraw the tender during this period.
3. Digital Signatures may be used to submit the tender in token of his/their acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc. as laid down.
4. If any of the documents are missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after the opening of the tender will be entertained.
5. **Earnest Money Deposit and Security Deposit:** Tenderers shall pay as Earnest Money Deposit a sum of ₹1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only) by NEFT/RTGS in favour of the Reserve Bank of India, Chennai. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque etc. On award of contract, the successful Tenderer shall furnish an amount of **5% of the contract value** in the form of online transfer (NEFT/RTGS) to RBI A/c or Demand Draft (DD) or in the form of a Performance Bank Guarantee (PBG) from any scheduled Bank in the form (Annex-II) prescribed by the Bank (which will be submitted along with letter of acceptance) towards Security Deposit for the due fulfilment of the contract. It may be noted that no interest shall be paid on EMD/Security Deposit
6. The Earnest Money Deposit submitted by successful Tenderer shall be returned within one month of award of work post submission of the Security Deposit and execution of agreement. The Performance Bank Guarantee / Security Deposit shall be valid for the entire contract period.
7. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

8. All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from the Security Deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
9. The Contractor shall not assign the 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.

10. Evaluation of tenders:

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

a) Evaluation of Technical Bid [Part-I]:

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

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

Price Bids of only those firms, whose scores in the following areas are more than 75 out of 100, will be considered for opening.

- I. Standard of Maintenance: - 50 Points (Max)
- II. Client's Feedback: - 25 Points (Max)
- III. Responsiveness of staff deployed at the site: - 25 Points (Max)

The Bank shall notify those bidders whose proposals did not meet the minimum qualifying criteria or were considered non-responsive to the tender conditions. The Bank shall simultaneously notify the bidders who have qualifying, indicating the date and time set for opening of the Price Bids. The notification may be sent by electronic mail. In order to verify the claim regarding work/similar contract in other locations, the Bank may call for information/report from the concerned bodies.

b) Evaluation of Price-Bid [Part-II]: The Price Bid consists of following two components:

I FIXED COMPONENT:

A) Minimum Wages for labourers engaged in the contract according to Minimum Wages Act of Government of India (includes EPF, ESI and minimum bonus at 8.33%).

II. VARIABLE COMPONENT:

B) Service charges cover the following:

- a) Charges for providing tools / implements / accessories and transportation.
- b) Insurance charges (WC Policy, TPL Policy)
- c) Overheads (payment over and above minimum wages and minimum bonus)
- d) Charges for providing uniforms, badges and gloves etc.
- e) Contractor's profit.

11. On receipt of intimation from the Bank of acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within **fourteen days** thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
12. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.
14. The rates for the items in Part II should be quoted **exclusive of GST**, wherein the total of all the items under-price bid will be subjected to GST @18%. Each invoice/bill shall indicate amongst other things, the contractor's PAN and GST Registration Number. The contract value will also be subject to TDS/Withholding Tax as per law.
15. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and in compliance of the requirements of the local public authorities and to the requirements of the Bank and no deviation on any account will be permitted. The successful tenderer should make his own arrangement to obtain all materials including garbage bags required for the work.
16. Every employee so engaged by the contractor shall wear uniform, a badge bearing his/her name while on duty.
17. Police Verification of all workmen / Officials for entering the Bank's Premises: The successful tenderer shall submit the necessary Police Verification Certificate of each deployed workman / supervisors / officials from Local Police Authorities about his/her identity records within **45 days** of awarding the contract. Any change of deployment also needs to be submitted for the above provision without any lapses. Further, the agency should ensure that the staff deployed is medically fit and free from contagious diseases.
18. Termination of services of any person deployed by the contractor shall be made by a letter of termination of contractor. Bank will not issue any letter in this regard.

19. Water & Electricity shall be provided free of cost for execution of the work at a convenient place. Contractor must make his own arrangement for using water and electrical supply at end. The contractor shall, however, take care to ensure that no undue wastage of water/electricity is caused. All necessary safety measures shall be taken by the contractor to avoid any mishap/accident. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
20. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank.
21. The contractor shall be responsible to maintain all property and equipment of the RBI entrusted to it. Any damage or loss caused by the contractor's persons to the Bank in whatever shape would be recovered from the contractor.
22. The Bank does not recognize any employee employer relationship with any of the workers of the contractor and their services shall be automatically discontinued with the termination of the contract.
23. In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Bank and the contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing, or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Bank unless and until the same are incorporated in a formal instrument and signed by the Bank and the contractor. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after expiry of the contract.
24. If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.
25. The Contractor shall pay to the labourers employed by him directly wages not less than minimum wage as prescribed in Minimum Wages Act 1948, of Government of India. Minimum rates of wages (plus VDA) will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e., 1st April and 1st October every year.
26. The contractor should ensure that minimum number of persons as stated in scope of work are deployed on **six days in week** (except National holidays viz. January 26, May 01, August 15 and October 02 as mentioned in the Tamil Nadu Industrial Establishment Act, 1958.) The contractor shall provide relievers for the employees on off duty / sick / leave is provided without any disruption to the work. However,

the cost for such arrangement must be included in their quote and no additional cost will be paid separately for such arrangements. In case, the Bank deploys Labourers/Workers on National Holidays, it shall be compensated appropriately by the contractor and the charges/expenditure for the same would be reimbursed by the Bank.

27. The Tenderers are advised to visit Reserve Bank of India, Chennai and residential locations after obtaining prior approval and acquaint themselves of the site conditions before submitting the Tender.
28. The Tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a Tender and for entering into a contract and must inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
29. The Tenderers are advised to submit the Tender based strictly on the General Conditions of the Contract and scope of works as specified contained in the Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the Tender documents has any price implications, the same should be considered and included in the bid price. Any Tender containing deviation from the laid terms and conditions is liable to be rejected.
30. The contractor shall comply with the provisions of all labour legislation including the requirement of –
 - a. The payment of Wages Act
 - b. Employers' liability Act, including P.F Act, Gratuity Act, etc.
 - c. Workmen's Compensation Act.
 - d. Contract Labour (Regulation and Abolition) Act,
 - e. Apprentices Act
 - f. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.Any other act or enactment relating thereto, and rules formed there under from time to time.
31. The Contractor shall strictly comply with the provisions of contract labour acts or any other act pertaining to the contract labour that may be in force or that may be introduced during the currency of contract. Compliance of such acts now or subsequently will be at the contractor's cost.
32. The movement of the Gardening services staff should be confined to the area of their duty only. If they find any valuable item lying in/near the premises, they should immediately deposit it with the Security Officer or Caretaker or RWA.
33. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding

contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

34. The Contractor shall inspect the site and understand the scope of work before quoting. They may contact the concerned Caretaker/Asst. Caretaker for clarification in case of doubts, if any.
35. The Contractor should submit the AMC agreement in bilingual format only. In case of any dispute arises, agreement clauses in English will be considered valid.
36. The successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract. The name of the successful contractor will be delisted/removed from the Bank's approved/empanelled list & no work will be awarded in future, if the successful tenderer fails to comply with any of the conditions of the contract.
37. Bank is not liable for compensation for any accident fatal or otherwise of the workmen on duty or on third party. The responsibility of such mishap rests with the contractor.
38. If any permission is required from the Forest / Municipal Authorities, the successful bidder will have to arrange the same at his own cost. No trees shall be cut without prior approval of the Bank and permission from the Forest / Municipal Authorities, whenever the same is required.
39. The Contractor should note that Smoking, Drinking Alcohol, Chewing Pan/Tobacco in the Bank's premises is strictly prohibited, and they must ensure that the workers deployed in the Bank's premises abide this rule strictly.
40. The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/problem of any nature in the Bank's premises.
41. The Contractor and his staff shall be under the general supervision and control of the Manager/Asst. Manager/ Junior Engineer (Technical) /Caretaker/ Asst. Caretaker or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from him for the day-to-day work in the premises.
42. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
43. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.

44. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
45. The contractor shall not employ any person below the age of 18 yrs.
46. The tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement (documentary evidence) showing payment of salary made to deployed personnel along with invoice. The Contractor will be responsible for opening bank accounts of its employees. The Contractor must provide salary slips to all their employees containing the details of Gross salary along with the deductions thereof and submit a proof of having submitted the salary slips to all employees.
47. In case any complaint is received, or it is observed that the payment to the gardening staff is not being made as per law, the Bank shall have right to make payment to these workers at the risk and cost of the Contractor. The Bank shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor because of any such statutory obligation.
48. The Contractor shall obtain Labour license under the provisions of The Contract Labour (R&A) Act, 1970; in case the strength of the workmen deployed by them in the premises of the Bank is 20 or more on any day.
49. The contractor shall also be compensated for any increase in minimum wages and increased liability towards contribution to other statutory requirements like EPF and ESI on account of such increase of wages during the contract period.
50. **Escalation clause/ Renewal of contract:** At the sole discretion of the Employer, the AMC shall be considered for further renewal for FY: 2024-25 and 2025-26 on same terms and conditions with requisite increase / decrease in rates based on the applicable minimum wages provided the Employer finds the services of the Contractor satisfactory. The decision of the Employer in this regard shall be final and binding. In addition to this, the maximum permissible increase in the Service Charges will be based on CPI and WPI indices, as decided by the Bank.

51. Maintenance of Attendance & Complaint register

- i. An attendance register must be maintained with the Caretaker /Asst. Caretaker and the employees engaged by the contractor should duly sign the same in the presence of the Caretaker/ Asst.Caretaker.
- ii. A separate complaint/suggestion register has to be maintained by the contractor with complete details of the complaints/suggestions registered.
- iii. A photocopy of the pages of the complaint/suggestion registers so maintained should be submitted to the respective officials of the Bank along with the monthly bill and the same should be duly certified by the Bank official concerned.

52. List of Documents to be submitted along with Monthly Bill:

Copies of following documents for a month duly certified by the contractor to be submitted along with monthly bill for payment:

- i. Copy of Attendance Register duly certified by Caretaker/Asst.Caretaker.
- ii. Detailed record of the maintenance job carried out by the contractor as given in scope of work duly certified by respective officials of the Bank.
- iii. Declaration for compliance of Contract Labour Act&Minimum Wages Act.
- iv. Detailed schedule/break-up of salary paid to employees clearly stating respective statutory payments (Location, Name of the employee, Number of working days, Minimum Wages (GoI) & Bonus paid, EPF, ESI deductions from salary, Net salary paid to employees and Employer's contribution towards EPF and ESI remitted.
- v. The contractor should credit the salary directly to the bank a/c of their staff before 10th of every month and submit monthly Bank statement (documentary evidence) showing net salary made to deployed personnel along with invoice as per the schedule/break-up.
- vi. Employees Provident Fund Organization (**EPFO**) statements, clearly shows the Employee deductions and Employer's contributions are being remitted as shown in the schedule/break-up,
- vii. Employees' State Insurance Corporation (**ESIC**) statements, clearly shows the Employee deductions and Employer's contributions are being remitted as shown in the schedule/break-up,
- viii. A copy of Registers / records / documents maintained for Materials, Work instruction / Site Order Book, Work completion status / report register and Suggestion cum complaint duly certified by respective in-charge of premise.
- ix. Any other logbooks/documents as directed by Estate Dept. in charge.

The bills submitted without the above said documents shall not be processed for payment.

53.The successful tenderer must submit a certificate every month by certifying the following

- a) Wages of workers were credited to their bank accounts on _____ (Acknowledgment by bank enclosed).
- b) ESI Contribution relating to workers amounting to Rs._____ was deposited on _____ (Copy of Challan enclosed with contribution sheet)
- c) EPF Contribution relating to workers amounting to Rs._____ was deposited on _____ (copy of the Challan enclosed with contribution sheet)
- d) We are complying with all statutory Labour Laws including Minimum Wage Act.

In case of absence of regular employees, a separate column has to be maintained for the additional/replacement employees.

54. Penalty

The Contractor shall maintain an attendance register duly signed by designated Bank's staff and attach a copy of the same with each month's bills failing which no

payments shall be released. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty amount of **Rs.500/-** per person per day shall be levied by the Bank in addition to the wages of the absent personnel(s) and the same shall be deducted from the contractor's pending/subsequent bill.

55. Terms of Payment

Payment in respect of manpower deployment will be made as per actual deployment and the firms/ contractors are advised to submit proof of deployment by way of attendance registers.

The successful tenderer should credit the salary directly to the bank a/c of their staff and submit monthly Bank statement showing payment of salary. Necessary EPF, ESI and Bonus etc. are to be ensured as per existing statutory rules. The Bank reserves the right to verify the same as and when required, and accordingly, the contractor must have the necessary documents to submit the same to the Bank. No Invoice would be accepted without the supporting documents of Bank statements, ESI and EPF dues. The Bank prefers that the Agency should pay their staff salary at-least by **10th of every month** by means of NEFT/RTGS and for this purpose a bank account should be maintained by their staff. Clear Narration should be written while transferring the funds to the worker's account. Narration should include the following details:

"Name of the Worker/Designation/Month and Year of AMC Service/Place of work."

In addition, contractor should invariably submit the statements related to the payment of statutory dues like EPF and ESI along with monthly bills

Bank's official will verify the deployment of people/ manpower at regular intervals; hence an attendance register should be maintained for verification and copy of the same duly attested.

Payment of monthly bills /lump sum charges will be paid through NEFT/RTGS within **45 days on submission of correct invoice along with requisite documents as stated above**, Wages must be paid to the employees by the contractor without waiting for the payment from the Bank.

If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. The Gardening Agency shall make payment of monthly wages to the deployed staffs through bank accounts only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through Bank account, the contract will be terminated.

56. Security Deposit (SD):

The successful Tenderer shall furnish an amount of **5% of the contract value** in the in the form of online transfer (NEFT/RTGS) to RBI A/c. or Demand Draft (DD) or Performance Bank Guarantee (PBG) from any scheduled Bank in the form (Annex-II) prescribed by the Bank (which will be submitted along with letter of acceptance) towards Security Deposit for the due fulfilment of the contract.

The Security Deposit/Performance Bank Guarantee towards Security Deposit shall be valid for the entire contract period. It may be noted that no interest shall be paid on Security Deposit.

57. Insurance

The contractor shall take necessary insurance covers namely Workmen Compensation Policy, third party / public liability with an Insurance Company approved by the Employer a policy of Insurance in the joint names of the Reserve Bank of India and the Contractor (**The name of the former being placed first in the policy**) against such risks and deposit such policy or policies before commencement of the work. The Minimum cover under (Workmen Compensation Policy) shall be to the extent of wages paid to the workman deployed for the fulfilment of the contract. The Minimum cover under third party / public liability shall be for a minimum of **Rs.2 lakh**.

Note: These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor with additional penalty amounting to twice the premium.

58. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- a) Any claim arising out of third-party loss/ damage to life or property caused 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.

59. Settlement of Disputes by Arbitration:

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.
- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition, or notice, save in regard to the excepted matters, referred to in the preceding clause, and to

determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

- c) The arbitrator or arbitrators shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator, or the arbitrators, shall make an award in terms of such settlement or compromise.
- d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators, who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid
- e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.
- (f) The agreement shall be subject to the jurisdiction of the Hon'ble High Court of Tamil Nadu at Chennai

60.No variation of rates shall be allowed on this account under any circumstances. Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. In case the Tenderer withdraws the bid during the validity period, the EMD furnished by the Tenderer shall be forfeited by RBI.

61.No deviations / conditions shall be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

62.A review/ inspection (monthly or more frequent, as decided by the Bank) of the performance/ work of the contractor, quality of material/plants/flowers, pruning and trimming, pesticides of plants, maintenance of lawns, covering cleanliness of garden, mechanism for quick disposal of waste collected from garden area, Health and Sanitary Arrangements for Workers, attendance of staff as per agreement and other aspects mentioned in the tender document, will be conducted by the Bank (it

will be also based on feedbacks from residents/ caretakers or complaints in complaint register).

NOTWITHSTANDING ANYTHING SPECIFIED ABOVE, THE TENDERER SHALL BE RESPONSIBLE TO TAKE ALL MEASURES TO MAINTAIN THE SAFETY, LOOK, BEAUTY, CLEANLINESS, HYGIENE AND SANITATION OF THE BUILDINGS AND PREMISES.

63. TERMS AND CONDITIONS

- i. The period of contract is 06 months **i.e., from October 01, 2023 to March 31, 2024**, subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the contractor and the security deposit shall not be refunded.
- ii. The Contractor and its staff shall take proper and reasonable precautions of Bank's assets and to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank.
- iii. The Contractor shall depute only able bodied, physically fit, well trained and disciplined personnel for carrying out the work. Also, the contractor should make sure the minimum number of persons, if any, specified in the scope of work are deployed on a pro-rata basis.
- iv. The workman shall be provided with uniform / terry cotton jacket with Label stating "**AMC Gardening Service**" in bold letters and the workman should wear the photo I.D card duly signed by the Caretaker, while on duty. The said uniform and ID card issued by the contractor shall be provided by the contractor at his cost.
- v. No lapse from the Contractor's side, which may cause damage to the property and injury to the staff in the opinion of the Bank's Engineer, shall be permitted.
- vi. The work has to be carried out with the least inconvenience to the Employees and residents residing at the staff quarters.
- vii. The Contractor should specify the working hours of their staff and the details thereof shall be maintained with the Caretaker/Security Guard. No labourer shall be permitted to stay inside the campus after working hours.
- viii. The Bank shall have the right to ask for the removal of any person employed by the Contractor, who is not found to be competent and orderly in the discharge of his duty.
- ix. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. Workmen will be allowed inside the building only on producing the photo pass issued by the Bank & also have to

subject themselves to the security restrictions imposed by the Bank. Only the contractor himself/ themselves shall be held responsible for conduct of his/ their workers/ labour.

- x. Within 45 days of award of contract, the Contractor has to obtain **police verification report** on character and antecedents of its personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- xi. The Contractor shall maintain an attendance register and attach a copy of the same should be attached with each month's bills failing which no payments shall be released. There should be minimum replacement of persons. In case of absence of Gardener/Helper, the contractor should ensure that the services of alternate Gardener/ Helper respectively are available for uninterrupted service delivery, the cost for such arrangement has to be included in their quote and no additional cost will be paid separately for such arrangement. In case of replacement, it is to be ensured that replacement should be suitable e.g., Helper cannot be provided as a replacement for Gardener. If such unsuitable replacement is provided, appropriate penalty will be levied while processing the monthly bill for that particular month.
- xii. The successful tenderer shall be responsible for safety & security of their materials & personnel and for ensuring fire prevention steps at all the times in working premises including their part of work.
- xiii. The Contractor shall not engage any subcontractor or transfer the contract to any other person in any manner and workers/personnel engaged by the contractor shall not accept any gratitude or reward in any form.
- xiv. The intending tenderers are advised to inspect the site with the prior permission from the Bank and ascertain the exactness of the area to be maintained and the work to be executed before quoting the rates.
- xv. In case any deficiency in Gardening services, non-use of approved materials is observed or brought to notice of the office, a proportionate/ appropriate amount from the monthly bill will be deducted as a penalty for deficiency in services and in any case, it will not be refunded to the contractor, in future.
- xvi. Payment to the labourers has to be made through bank account and proof for the same has to be submitted along with the bills.
- xvii. All statutory benefits like EPF, ESI, Bonus and any other statutory payments etc. have to be paid by the contractor and the proof for the same has to be submitted along with the bills.
- xviii. Under Sec.2(22) of ESI Act, Bonus paid to the employees could not be treated as wage for the purpose of charging of contribution, provided the periodicity of the payment is more than 2 months. Hence, the contractor shall make the

payment of bonus on a monthly basis and the bonus amount may also be treated as wage for the purpose of charging of ESI contribution. However, all other existing terms and conditions falls same.

- xix. The contract could be considered further renewal for two years on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if Bank desires so. The decision of the Bank in this regard will be final.
- xx. The work shall be carried out strictly as per direction of the officials of the Bank.
- xxi. The Contractor shall ensure that water shall be used judiciously without wastage. The Contractor is solely responsible for compliance of provisions, or any Statute or rules framed there under by the Central Government or State Government and applicable to the labour employed by him. The Bank is not responsible in case of non-compliance of any of the provisions of the Statute or rules of the State/Central Government, by the Contractor.
- xxii. The Bank will have the right to terminate the agreement without assigning any reason with a notice of one month and the contractor will not be entitled to any compensation for premature termination of the agreement. In such cases security deposit shall not be refunded. Before expiry of the notice period given in the termination notice, the contractor shall vacate the premises.
- xxiii. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the contractor.
- xxiv. The Bank will not provide accommodation to the contractor and or his workers / supervisor, etc. at the Bank's premises.
- xxv. The contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to non-compliance to any statutory requirement.
- xxvi. The contractor will ensure co-operation with the Bank employees and with any representative of the Bank in their routine check-up.
- xxvii. The Contract shall be in force for the period stipulated in the contract and on the expiry thereof, it shall be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor shall not have any right either contractually or equitably to demand any fresh contract for another term to continue the same in preference to any other intending party.
- xxviii. The Contractor shall furnish the details of his employees prior to deployment. The Bank or its authorized representatives reserve the right to refuse admission to one or more of the contractor's persons, if their conduct or inefficiency is subsequently found unacceptable. The decision of the Bank or its authorized representatives in this matter shall be final. Although not desired, the Contractor may substitute any of his employees and after taking permission from the Bank. The Contractor is required to submit the complete list of staff working under the contract with their complete address/photo etc. for records.

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

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

Date:

Signature of Contractor with Seal:

Place:

Name and Address with Contact Nos.:

Section G. The Conditions Hereinafter Referred To

1 Interpretation Clause

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

(a) "**Employer**" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "**Contractor**" shall mean _____ (in the case of a Partnership) and trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

(c) (In the case of "**Contractor**" shall mean Shri _____ trading in individual) the name and style of _____ and shall include his heirs, successors and legal representatives.
(in the case of "**Contractor**" shall mean _____ a company.....Company) _____ incorporated under _____ and having its registered office at _____ and shall include its assigns and successors.

(d) "**This Contract**" Shall mean the Articles of Agreement, the Special conditions, the Appendix, the Schedule of Quantities, and specifications etc. attached hereto and duly signed.

(e) "**Notice in writing**" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post, it would have been delivered.

(f) "**Act of Insolvency**" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g) "**Net Prices**" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

2. Scope of Contract.

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 Employer. The Employer may in his absolute discretion and from time-to-time issue further written instructions, details, directions, and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to: -

- I. The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.
- II. Any discrepancy in the Schedule of Quantities and/or Specifications.
- III. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore
- IV. The dismissal from the works of any persons employed thereupon.

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

3 Dismissal of Workmen

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

4 Termination of Contract by the Employer

The contract can be terminated by the Bank by issuing a notice period of one month to the contractor and the security deposit shall not be refunded.

5 Termination of Contract by Contractor

Contract can be terminated by the Contractor or if desires, by giving one month notice to the Bank. The notice period will start from the day of receipt of notice by the Bank.

6 Delayed Payment

Any bill submitted by the contractor shall be settled in the normal course provided the bills are in order in all aspects.

7 Disputes arising out of the contract:

The decision of Bank will be final for any dispute arising of this contract. However, the contractor can appeal to the Principal if not satisfied with the decision of the department and his/her decision will be binding on the contractor.

8 Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the

Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

9 Right of Employer to terminate Contract in the event of death of Contractor

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

10 Marginal Notes

The headings catch lines hereto and, in the annexures, hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexures hereto.

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

Date:

Signature of Tenderer

Place:

Address

Section H: Scope of Work.

This Annual Maintenance Contract (AMC) is for the day-to-day nursing and maintenance of greenery comprising trees, herbs, shrubs, creepers, lawns & indoor / outdoor potted plants, fish tanks / aquariums, and Organic Waste Composting Machine (wherever available) in Bank's residential colonies at various locations in Chennai.

i. Details of Bank's Main Office Premises and residential colonies covered under the scope of the Annual Maintenance Contract (AMC):

1. Reserve Bank of India, Main Office Premises, Fort Glacis, Rajaji Salai, Chennai - 600001 - MOP.
2. Reserve Bank Staff Quarters, Annai Velankanni Church Road, Besant Nagar, Chennai - 600 090 - BNQ.
3. Reserve Bank Staff Quarters
Choolaimedu High Road, Chennai - 600 094 - CHQ.
4. Reserve Bank Staff Quarters, Kamarajar Salai, K.K. Nagar, Chennai - 600 078 - KKNQ.
5. Reserve Bank Staff Quarters, Poonamallee High Road, Kilpauk, Chennai - 600 010 - PHQ.
6. Reserve Bank Officers' Quarters, SAF Games Village, Koyambedu, Chennai - 600 107 - SAF.
7. Reserve Bank Officers' Quarters, Anna Nagar, Chennai - 600 040 - ANQ.

ii. Manpower requirement:

The Annual Maintenance Contractor should arrange to effectively provide and supervise all such services for the day-to-day maintenance of greenery and equipment as indicated above, by deputing **24 workmen (02 Full-time Supervisor, 07 gardeners and 15 helpers) for all the above premises put together.**

- a. Skilled full-time Supervisor** - The Annual Maintenance Contractor should deploy two skilled full-time Supervisor, who should be the overall-in-charge of the activities pertaining to the AMC at all the premises mentioned above, to effectively supervise the activities and to ensure effective nursing and maintenance of the greenery to the best possible level quality and aesthetics. **They should be a qualified horticulture expert with a minimum academic qualification of BSC Horticulture / Agriculture and with a minimum experience of 1 year in the relevant field.** They should be skilled enough to effectively supervise the gardening / horticulture activities at all the premises, regularly check and respond to e-mails sent by the Bank's authorised officials, follow-up instructions from authorized officials of the Bank and proficient in using computer for preparation of bills etc. They should be proactive in solving the problems which may arise during

the execution of the services. Each Supervisor should visit the premises allocated to him as mentioned in the para (d) **on alternate days or at least thrice in a week**, for coordinating the services, giving instructions to the workmen and submitting reports / suggestions to the authorised officials of the Bank regarding maintenance, and condition of the greenery at each premises. Within a period of one month from the date of award of the Annual Service Contract they should take a census of all the trees available and record the same in separate registers for each premise, with separate folios for each species of tree. The reports of withered / fallen trees shall be reported monthly to the authorised officials of the Bank. The services / work shall be carried out in consultation with the authorised officials of the Bank. **In case, if the successful tenderer fails to provide supervisor as per the tender conditions, the supervisor shall be paid an amount equivalent to that of an unskilled person as a penalty for not adhering to the tender conditions, for such period.**

The supervisor shall be present at any one of the premises mentioned above, where the AMC services are required to be provided, during the time period indicated hereunder or any other time convenient to the Bank and communicated in writing to the contractor, for supervision of the day-to-day activities and report to the authorised officials of the Bank at Estate Department, Reserve Bank of India, Fort Glacis, Rajaji Salai, Chennai - 600001, as and when required by the Bank to take instructions from them. Instructions given to the Supervisor shall be deemed to have been given to the Contractor. They shall also note down instructions given by the Bank or its authorised officials through site order book, email or telephone calls and shall acknowledge in writing for having noted down the instructions. They shall strictly maintain and update necessary site registers, viz. complaint register, site order book, material receipt / consumption register, labour attendance register, etc daily and get them duly attested by the Bank's authorised officials. The supervisor should be provided with a vehicle for commuting between various premises and a mobile phone to communicate with Bank's officials.

- b. Gardener** - The Annual Maintenance Contractor should deploy well-experienced gardeners for each premises, as per the requirement of Bank and as stated in deployment chart provided herein below. Watering, dispensing manure / fertilisers / insecticides / pesticides, trimming / pruning of branches / foliage, removing of wild growth and weeds growing in the premises including those growing on the terraces, canopies, sunshades, cracks / crevices on the buildings / structures, spraying of pesticides as and when required for the growth, development, subsistence and up-keep of trees / plants / lawn etc, as instructed by the Bank's authorised officials are the responsibilities of the gardener. Carrying out all horticultural activities including tilling of soil, planting of new saplings, periodical moving (manual or using mechanical lawn movers) of the turf to remove overgrown grass and ensure uniform thickness / density of grass, trimming of overgrown / overhanging branches of trees, cutting, and removing and shifting the felled / trimmed / fallen branches /

trunks / leaves / grass to the designated location(s) / dumping yards / Organic Waste Composting Machines etc, within the premises etc shall be taken care by her / him. Whenever new plants / saplings are provided by the Bank the same shall be planted as directed by the Bank's authorised officials.

c. Helper - They should perform any work pertaining to the maintenance, development, and beautification of the greenery / garden / lawn, allocated to her / him by supervisor, gardener and authorised officials of the Bank. Watering, dispensing manure / fertilisers / insecticides / pesticides, trimming / pruning of branches / foliage, removing of wild growth and weeds growing in the premises including those growing on the terraces, canopies, sunshades, cracks / crevices on the buildings / structures, spraying of pesticides as and when required for the growth, development, subsistence and up-keep of trees / plants / lawn etc, as instructed by the Bank's authorised officials are the responsibilities of the gardener/ helper. Carrying out all horticultural operations including tilling of soil, planting of new saplings, periodical moving (manual or using mechanical lawn mowers) of the turf to remove overgrown grass and ensure uniform thickness / density of grass, trimming of overgrown / overhanging branches of trees, cutting, and removing and shifting the felled / trimmed / fallen branches / trunks / leaves / grass to the designated location(s) / dumping yards / Organic Waste Composting Machines etc, within the premises etc shall be taken care by her / him. Whenever new plants / saplings are provided by the Bank the same shall be planted as directed by the Bank's authorised officials.

d. Minimum manpower required to be deployed at each premise:

Sl. No.	Location / Premises	OWC	Skilled (Supervisor)	Semi-skilled (Gardener)	Unskilled (Helper)
1	MOP	✓	1	1	2
2	BNQ	✓		1	4
3	CHQ	✗		1	1
4	KKN	✗	1	1	2
5	PHQ	✓		1	4
6	SAF	✗		1	0
7	ANQ	✓		1	2
Total number of workmen to be deployed for all the premises put together.			2	7	15

e. Timings working days for Supervisor and workmen: The supervisor and workmen shall be present at the premises mentioned above, where the AMC services are required to be provided, **for a minimum of 8.00 hours, between 09.30 Hrs and 5.30 Hrs on 06 (six) days in a week i.e from Monday to Saturday** (except national holidays viz. January 26, May 01, August 15 and

October 02 as mentioned in the Tamil Nadu Industrial Establishment Act, 1958) or any other timing convenient to the Bank and communicated in writing to the contractor. However, in case of emergency, the supervisor / workmen shall report for duty on holidays also and continue to work till the emergency work is completed. The contractor shall deploy substitute supervisor / workmen, in case of absence of the regular supervisor / workmen.

Note: The intending bidders shall, however, visit and survey the premises and consult the Bank's authorised officials to acquaint themselves of the extend of each premises and scope of services to be provided therein under the AMC, before submitting their tender. Bank's reserves the right to itself, to remove any workmen engaged by the Annual Maintenance Contractor at any point of time, without assigning reason for the same. The Bank may advise the Annual Maintenance Contractor in writing, to increase or decrease the number of workmen to be deployed at each of the premises, at its discretion, at any point of time during the currency of the AMC and accordingly the AMC charges will be adjusted (additions / deductions) for such variations based on the actual number of workmen reduced / additionally deployed at the Minimum Wages prevailing at that particular point of time as notified by the Central or State Governments (whichever is higher).

iii. The scope of services to be provided under the Annual Maintenance Contract.

1. Deploying the manpower as stipulated under clause ii above and overseeing them for their effective performance of the duties as indicated under workmen of different designations.
2. Taking census of all the trees available and record the same in separate registers for each premise, with separate folios for each specious of tree within a period of one month from the date of award of the Annual Service Contract.
3. Day-to-day maintenance of greenery comprising trees, herbs, shrubs, creepers, lawns & indoor / outdoor potted plants, fish tanks / aquariums and operations, maintenance and cleaning of Organic Waste Composting Machine (wherever available) in Bank's residential colonies at various locations in Chennai, by utilising the services of the supervisor and workmen deployed as stipulated herein above and overseeing the services / work pertaining to the AMC, to ensure best possible level quality and aesthetics of the greenery, efficient functioning of the machinery / plants supplied / installed by the Bank and efficient performance of the duties of the supervisor and workmen deployed under the scope of the AMC.
4. Watering (by using minimum / appropriate quantity of water without wasting from the sources / outlets / points available within the premises), shifting and using manure / fertilisers / insecticides / pesticides / fungicides etc as required (separate payment will be made as per actuals plus applicable taxes to the AMC contractor, on submission of bills, for manure / fertilisers / insecticides / pesticides / fungicides, supplied from outside with the written approval / order

of the Bank), trimming / pruning of branches / foliage, removing of wild growth and weeds growing in the premises including those growing on the terraces, canopies, sunshades, cracks / crevices on the buildings / structures, spraying of pesticides as and when required for the growth, development, subsistence and up-keep of trees / plants / lawn etc, as instructed by the Bank's authorised officials, including supply of tools / implements / accessories such as spades, hoes, tillers, sickles, knives, trimming scissors, pickaxes, trowels, mechanical / hand held saws / cutters, lawn mowers, wheel barrows, rubber hoses, brooms, baskets, trays, ropes, ladders / safe scaffolding, buckets, mugs, sprinklers, sprayers, cleaning materials, garbage bags etc required for effectively performing the above activities.

5. In case of lawns the fertilisers have to dissolved in water in the proportion as instructed by the authorised officials of the Bank and Sprinkle.
6. Carrying out all horticultural activities including tilling of soil, supply of garden soil / manure, planting of new saplings (separate payment will be made as per actuals plus applicable taxes to the AMC contractor, on submission of bills, for garden soil / manure / new plants / saplings, supplied from outside with the written approval / order of the Bank), periodical mowing (manual or using mechanical lawn mowers) of the turf to remove overgrown grass and ensure uniform thickness / density of grass, trimming of overgrown / overhanging branches of trees, cutting, and removing and shifting the felled / trimmed / fallen logs / branches / leaves / grass to the designated location(s) / dumping yards / Organic Waste Composting Machines etc, stacking them at location(s) shown by the authorised officials of the Bank within the premises as directed by the authorised officials of the Bank from time-to-time (separate payment will be made from the payment due to the contractor, as per actuals plus applicable taxes to the AMC contractor, on submission of bills for deployment of specialised skilled / professional extra labour for felling of uprooted / withered / fallen / over grown trees / branches, which cannot be done through the workmen deployed under the scope of the AMC, but only through specialised / professional tree-cutters loading, transport and salvage value for taking the salvageable wooden logs / branches away from the premises, with the written approval / order of the Bank) In case the work / part of the work is done by engaging another agency by the Bank on behalf of the AMC contractor the expenditure incurred by the Bank shall be recovered as per actuals paid including applicable taxes.
7. Planting and developing seasonal flower / ornamental / hedge plants in a nursery in the premises itself by using available seeds of plants and re-planting the same in pots and arrange them in prominent areas periodically to have good ambiance throughout the year (separate payment will be made as per actuals plus applicable taxes to the AMC contractor, on submission of bills, for garden soil / manure / pots supplied from outside for this purpose, with the written approval / order of the Bank).

8. Planting of plants / saplings provided by the Bank from time-to time, at locations as directed by the Bank's authorised officials.
9. Making arrangements on special occasions and as advised by the authorised officials of the Bank in writing to provide potted indoor plants available in the premises inside the buildings in an organised pattern and watering such plants daily and replacing the plants weekly.
10. Re-planting of plants in pots shall be done periodically as instructed by the authorised officials of the Bank (Separate payment will be made as per actuals plus applicable taxes to the AMC contractor, on submission of bills, for garden soil / manure / pots supplied from outside for this purpose, with the written approval / order of the Bank)
11. Making necessary arrangements to supply, shift and place good quality indoor potted plants of various species as and when required by the Bank and as directed by the authorised officials of the Bank (separate payment will be made as per actuals plus applicable taxes to the AMC contractor, on submission of bills, for the same, with the written approval / order of the Bank)
12. Maintain all indoor plants in healthy and fresh condition and replace periodically and arrange aesthetically during special occasions. The indoor plants shall be shifted to open areas and vice-versa at least once in a fortnight to ensure health and freshness.
13. Cleaning and repainting of the pots on important occasions like Independence Day and Republic Day etc.
14. Removal of the coconuts or other fruits from the trees as per the requirement of the Bank.
15. Carefully removing the dried / withered / fallen leaves / foliage from the garden / lawn areas, sweeping, shifting, and disposing the same in an orderly manner at the garbage collection yard.
16. Reporting the details of withered / fallen trees monthly, to the authorised officials of the Bank as and when occurs.
17. Final segregation of the organic waste, garden waste, fallen leaves moved grass etc brought from the flats and other areas by the house keeping staff deployed separately by the Bank to the collection yard near the Organic Waste Composting Machine (OWCM), shredding the organic waste if required using the mechanical shredders available along with the OWCM, feeding the segregated organic waste to the OWCM, operating and maintaining the OWCM as per the instructions of the Original Equipment Manufacturer (OEM), swabbing, cleaning the OWC, the shelter housing the same and its surroundings on a day-to-day basis, all as directed by the authorised officials of the Bank.
18. Periodically (periodicity depending on the type of OWCM available) off-loading the converted / processed organic waste (manure), packing, shifting, and spreading it over the drying bed / stacking in crates for seasoning, collecting, and packing the seasoned (compost) manure in gunny bags or trolleys, shifting,

and using the compost (manure) for the trees / plants / lawn in the premises as and when required.

19. Realtime reporting of any breakdown / malfunctioning of the OWCM to the authorised officials of the Bank for its immediate rectification through the concerned vendors.
20. The scope of work shall also include any other allied items of work required for proper and effective maintenance of the greenery though not specifically indicated above.
21. Electricity and water shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity & water is caused. Necessary safety measures shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
22. The contractor shall arrange to provide suitable identity cards and uniform / terry cotton jacket with labels / inscriptions of name of the contractor, 'AMC Gardening Service' and their 'Designation' in bold letters on them to her / his / their workmen. in consultation with the Bank.
23. The contractor shall use locally available best quality materials for the work.

Procurement of any material(s), for which separate payment is required to be made shall be done only with the prior approval of the Bank. The contractor is also required to maintain and submit proper records / documents (challans, receipts and invoices duly signed by the authorised officials of the Bank) for such material(s) supplied.

iv. List of registers / records / documents to be maintained at each premises under the scope of the AMC.

Registers / records / documents mentioned in table below shall be maintained by the contractor for each of the premises at cost of the Annual Maintenance Contractor and updated daily. These documents shall be made available for verification by the authorised officials of the Bank during their site visit. After completion of contract period, the contractor shall submit duly completed registers / records / documents to the Bank.

Sl. No.	Description of the Document.	Remarks.
1.	Register of attendance.	To record attendance of the supervisor and workmen deployed daily.
2.	Register of materials.	To record the details and quantity of materials received and consumed.
3.	Work completion status / report register.	To be updated by the supervisor deployed by the AMC contractor, after completion of the routine jobs' attestation of the authorized officials of the Bank.

4	Work instruction / Site Order Book.	For issue of instructions by the authorised officials of the Bank during their site inspection.
5	Register for Suggestion cum complaints	To record the suggestion or any complaints from the residents of the colony.

v. Periodicity of different activities to be executed:

Sl. No.	Description of Work.	Periodicity.
1.	Watering the trees / plants, lawns etc.	Daily once / twice as per the local climatic conditions.
2.	Removal of garden waste and disposing of the same through Organic Waste Composting Machine (OWCM) if available or disposing the same away from the premises.	Daily / instructed by the authorised officials of the Bank.
3.	Maintaining the potted plants by regular watering, providing, and using pesticides, insecticides, fungicides, manure etc necessary for proper growth and health of the plants.	At least once in a week or as and when required.
4.	Replacing the withered / wilted / unhealthy plants.	As and when required / instructed by the authorised officials of the Bank.
5.	Re-planting the potted plants in new pots with required garden soil, manure to keep the plants healthy and fresh.	Period not exceeding 3 months.
6.	Manuring the lawn with liquid manure made by dissolving Ammonium Phosphate / Urea or any other suitable fertilizer as per the manufacturer specifications and as instructed by the authorised officials of the Bank.	Period not exceeding 3 months.
7.	De-weeding of lawns, garden areas, common areas, playgrounds etc.	Daily / instructed by the authorised officials of the Bank
8.	Manuring the trees, herbs, shrubs, creepers etc, with compost made up of river sand, cow dung decayed leaves etc / organic waste compost processed in the inhouse OWCM and with 17 Complex fertiliser at regular intervals.	Period not exceeding 3 months.
9.	Nursing the trees / plants, hedges, trimming for better growth, pruning the trees / plants to get the required shape, replacing the broken / damaged	Period not exceeding 3 months.

	earthen pots etc, all as directed by the authorised officials of the Bank.	
10.	Cutting / uprooting and removing the wild growth, cutting, and removing the overgrown / wilted branches of trees including cutting and stacking of uprooted / fallen tree logs / branches of trees, disposing, and properly stacking the same at location(s) shown by the authorised officials of the Bank within the Bank's premises.	As and when required / instructed by the authorised officials of the Bank.
11.	Removing the vegetation growing on the terraces, sunshades, canopies, cracks etc of the buildings / structures and disposing the same through the OWCM or outside the Bank's Premises.	Period not exceeding 3 months.
12.	Cleaning of terraces, sunshades, and canopies of the buildings / structures in the premises to ensure non-growth of vegetation over there and destroying the unwanted vegetation along with the roots by providing and applying suitable herbicides / chemicals.	Period not exceeding 1 month.
13.	Sweeping and cleaning of lawns and surroundings to keep the premises neat and clean, removing and disposing the generated waste / junks, leaves etc, away from the premises.	Daily.
14.	Cleaning and re-painting of the pots on important occasions.	Before Independence Day, Republic Day, Board Meeting, visit of VIPs etc and as and when required.
15.	Sweeping of parks, lawn etc.	Daily.
16.	Removal of weeds, unwanted plants, and surroundings.	15 days (fortnightly).
17.	Moving of the turf, using mechanical lawn movers wherever feasible or by manual trimming / cutting.	15 days (fortnightly).
18.	Hoeing / tilling.	15 days (fortnightly).
19.	Pruning of trees.	Full-scale before the onset of monsoon and on a regular basis as

		and when required / instructed by the authorised officials of the Bank.
20.	Pruning of shrubs, herbs, and hedges.	Period not exceeding 1 month.
21.	Pruning of creepers	During non-flowering season or as and when required / instructed by the authorised officials of the Bank.
22.	Cleaning / washing of plants: The foliage shall be cleaned/ washed.	Period not exceeding one week.

I / We hereby declare that I / We have read and understood the above instructions and acquainted myself / ourselves of the scope of work.

Date:

Signature of Tenderer

Section I: Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the Tenderer.
2. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
3. Workers employed shall be provided with protective footwear and rubber hand gloves as per requirement.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot be safely done from the ground.
5. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
6. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition
7. Fire safety measures shall be adhered to as per local bye laws.
8. Whenever electric power is used for attending works, prior permission has to be taken from Bank's Electrical Engineer.

Date:

Signature of Tenderer

Section: J- Schedule of Quantities

AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai.

Table :1-This is for illustrative purpose only and the Price Bid should not be submitted with Part I (Technical Bid). It should be submitted only in MSTC Portal, and No Enclosure should be enclosed with Part- II.

Sl. No.	Description of Work							
A.	FIXED COMPONENT (FC): – The bidder should not quote rate for this component. Minimum Wages of Helper (Unskilled), Gardener (Semi-Skilled) and Supervisor (Skilled) according to Minimum Wages Act of Government of India.							
1	2	3	4	5	6	7	8	
Sl. No	Category of Staff	No. of labourers	No.of days	Minimum wages per day inclusive of BASIC+DA	Minimum wages for total working days in ₹	Statutory Payments EPF / ESI, Bonus in ₹	Total amount for per month in ₹	
1	Helper (Unskilled)	15	26	736	2,87,040	80,820	5,63,016	
2	Gardener (Semi-Skilled)	7	26	816	1,48,512			
3	Supervisor (Skilled)	2	26	897	46,644			
Total Wages for 12 months excl. of GST							67,56,192	
VARIABLE COMPONENT (VC): The bidder may quote his desired amount in MSTC website.								
B	Service charges for providing Tools / implements / accessories and transportation, Insurance (WC Policy, TPL Policy), Overheads (payment over and above minimum wages, etc), Uniforms, Badges, Protective footwear and rubber gloves etc. and Contractor's profit.				Please quote rate per month excl of GST in MSTC website. (System will automatically calculate for 12 months along with GST at 18%)			
C	Grand Total for 12 months inclusive of GST at 18%				Formulae in MSTC website = $((VC)*12+FC)*1.18$			

- Bidders must keep in mind that while quoting Service Charges they should include all expenditure on providing managerial supervisory/ administrative services to get the work done through their deployed Staff.

- There is no minimum percentage of service charges. However, Bidders offering “Nil” or irrational quotes shall be liable for disqualification. Further, in case of abnormally low bids, the Bank may seek written clarifications from the Bidder, for a detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements as per the Tender document.
- The bidders shall satisfy themselves about the correctness of the quantity. Agency may visit the site to access the quantum of work before submitting the tender.
- **No change in quoted rates will be accepted.**

ANNEXURE-I

Pre-qualification/Eligibility Criteria forms

Format 1

BASIC INFORMATION

Sl. No	Description	
1.	Name of the applicant/ organisation and address of the registered office.	
2.	Type of Organisation- (Whether Sole Proprietorship/Partnership/Private Limited/Limited or Co-operative Body etc) Please enclose related documents.	
3.	Name of the Proprietor /Partners/Directors of the organization/Firm	(a) (b) (c) (d)
4.	Details of Registration (whether partnership firm, company etc)- Registering Authority, Date, Registration Number etc. mentioning the business/activity of the Firm.	
5.	Registered Office address, telephone/Mobile No., and E-mail ID	
6.	Experience in the respective field of work Please, enclose documents in support thereof.	----- Years
7.	Whether financially sound to undertake works costing up to ₹91.68 Lakh (Rupees Ninety-one lakh sixty-eight thousand only) If so, enclose Audited Annual Financial Statements for last three years. FY 2020-21 FY 2021-22 FY 2022-23	
8.	Yearly turnover of the firm/contractor during the last three years FY 2020-21	

	FY 2021-22 FY 2022-23 (Duly certified by a Chartered Accountants)	
9.	Income Tax Returns of for the last three financial years: FY 2020 - 21 (AY 2021-22) FY 2021 – 22 (AY 2022-23) FY 2022 – 23 (AY 2023-24)	
10.	PAN number (copy should be uploaded)	
11.	GST Registration No (Copy should be uploaded)	
12.	MSME Registration Certificate for MSME firms.	
13.	EPF Registration Number (copy should be uploaded)	
14.	ESI Registration Number (copy should be uploaded)	
15.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 for providing gardening services . If yes, indicate the date of registration and number. (A copy of Certificate/Registration to be submitted).	
16.	Registration No. / License No. Under Contract Labour (R & A) Act 1970 of any other employer for whom the agency is currently undertaking the work through contract labour for providing Gardening services.	
17.	Name and Address of the existing clients along with full details where tenderer is currently executing a similar work for site visit purpose.	Attach a separate sheet in the similar format Annex-I (Format-2A).
18.	Whether having registered local office within the jurisdiction limits of Tamil Nadu? If yes, mention the address of the local office (A copy of trade license for the service set-up in Chennai as an address proof for registered local office to be uploaded).	

19.	Work Experience – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. (The tender shall stipulate in the tender notice, to be given on the website that the tenderers have to invariably furnish details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India)	Attach a separate sheet.
20.	The Bank Account (IFSC Code and Account Number) where payments would be received by the organisation.	
21.	Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head	
22.	Whether any Civil Suit/ Litigations/disputes/ suspensions/ penalties arisen in the contracts executed during the last 5 years ending on April 30, 2023 / being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation otherwise mention “Nil”	Attach a separate sheet, if required.
23.	Any other disputes with statutory authorities are pending otherwise mention “Nil”	
24.	Any bank having declared any loan of the tenderer as NPA in the last three years if any otherwise mention “Nil”	
25.	NEFT of ₹ 1,83,363/- (Rupees One lakh eighty-three thousand three hundred sixty-three only) deposited in favour of RBI, Chennai, representing Earnest Money Deposit.	
26.	Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.	

Note: The Bank reserves the right to call for proof/ verification of any of the above-mentioned.

Date:

Signature of the contractor/firm

Place:

PREVIOUS WORK EXPERIENCE**List of important similar works executed by the contractor / firm
(Works completed before April 2018).**

Sl. No.	Name of similar work and location	Nature of work involved in the contract	Name of the owner/ client Also indicate whether Government or Semi-Government or Private Body with full postal address.	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete, or contract was terminated from either side?	Litigation/ Arbitration , if any with details.	Any other relevant information.
				Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5 a	5 b	6a	6b	6c	7	8	9	10

Signature of the bidder with seal

List of important similar works 'in hand'

Sl no	Name of the work and location	Nature of work involved in the contract	Name of the owner and Whether Government or Semi- Government or Private Body with full postal address.	Contract Amount in ₹	Completion Period		Present stage of work with reasons if the work is getting delayed	Any other relevant information
					Stipulated	Expected		
1	2	3	4	5	6(a)	6(b)	7	8

Signature of the bidder with seal

Details of similar eligible work(s) (qualifying) completed during last five years ending April 2023, from May 2018
[Work(s) costing above the minimum value specified in pre-qualification criteria].

1. This list of work is for each qualifying works as specified in section C of Pre-qualification criteria.

Sl no	Name of similar work and location	Nature of work involved in the contract.	Name of the owner/client and Also indicate whether Government or Semi-Government or Private Body with full postal address.	Name, e-mail ID, telephone (land line and mobile) nos., Fax no. of the contact executive (the person of bidders client who can be contacted by the bank in case it is so needed).	Cost of work		Period of completion			Reason for delay, if any	Whether work was left incomplete or contract was terminated from either side?	Litigation/Arbitration, if any with details.	Any other relevant information.
					Contract Amount (₹ lakh)	Actual value of work done (in ₹ lakh)	Date of commencement of work	Scheduled date of completion	Actual date of completion				
1.	2.	3.	4.	5.	6 a	6b	7a	7b	7c	8	9	10	11

2. For each of the qualifying works, client certificate as per Format 3A shall be submitted.

Signature of the Bidder with seal

Format 3A

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR (On Client's Letter Head)

To
 Regional Director for Tamil Nadu & Puducherry
 Estate Department
 Reserve Bank of India
 Fort Glacis, Rajaji Salai (or) to whomsoever it may concern
 Chennai – 600 001.

Name & address of the
 Client:

Details of Works executed by Smt. /M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
	b) financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
	e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Note: All columns should be filled in properly counter signed by Reporting Officer or executive engineer/Superintending Engineer or equivalent.

The performance/completion certificates obtained from clients can be in any format other than the one specified above, but the certificates should mandatorily contain the information sought above. If the certificates uploaded are not able to establish the information sought above, those will not be accepted.

FINANCIAL INFORMATION

Sr.no.	Details	Financial Year		
		2020-21 ₹ in lakh	2021-22 ₹ in lakh	2022-23 ₹ in lakh
1	Gross Annual financial turn over certified by Chartered Accountant.			
2	Profit/ Loss			

Note:

- i. Statement shall be supported by figures in balance sheet/ profit & loss account with copies of audited annual financial statements/ accounts of the business of the bidder duly certified by a Chartered Accountant. The Income Tax Clearance Certificates / Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant, as a proof of creditworthiness.
- ii. Submit supporting documents

Signature of the bidder with seal

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

Place:

Date:

**Shri. S. M. N. Swamy
Regional Director for Tamil Nadu & Puducherry
Reserve Bank of India
Estate Department
Fort Glacis, Rajaji Salai
Chennai - 600 001.**

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹.....(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:-

- (i) Bankers' certificates should be on letter head of the Bank
- (ii) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Details of Bidder's Banker

1	Name and full Address of the Banker	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the bidder with seal

Annexure: II
Proforma for Performance Bank Guarantee

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

Place.....

Date.....

To
Regional Director for Tamil Nadu & Puducherry
Estate Department
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600 001.

Dear Sir,

AMC for Development and Maintenance of Gardening works at Bank's Main Office Premises and six Residential Colonies Located in Chennai.

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Fort Glacis – 16, Rajaji Salai, P.B.No.40, Chennai 600 001 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ _____ or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ _____

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

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

b) Our liability under these presents shall not exceed the sum of ₹ _____

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

d) This guarantee shall remain in force up to Sixty (60) days beyond the contract period, i.e., **March 31, 2024** for this contract provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of (Name of the Bank)

Signature and Seal of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

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

Annex: III- Undertaking / Declaration /Certificate regarding satisfying the eligibility criteria

(To be submitted by bidders on their letters head duly sealed and signed by authorised signatory)

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Dear Sir,

e-Tender No: RBI/Chennai/Estate/ /23-24/ET/

1. I/We certify that..... (Name of the Bidder)
 - a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years ending on April 30, 2023.
 - b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years ending on April 30, 2023.
 - c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years ending on April 30, 2023.
 - d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

**Annex: IV- Proforma for Undertaking / Declaration /Certificate regarding
country sharing land border with India**

(To be submitted by bidders on their letters head duly sealed and signed by
authorised signatory)

To
The Regional Director
Reserve Bank of India
Fort Glacis, Rajaji Salai
Chennai – 600001

Dear Sir,

e-Tender No: RBI/Chennai/Estate/ /23-24/ET/

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

2. I/ We certify that..... (Name of the bidder)

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

(Strike out whichever of the above is not applicable)

3. I / We further certify that (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above refer Office Memorandum and its subsequent orders/ revision. I/we..... (Name of the bidder) will not subtract any work to contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/order.

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

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place: