

# RESERVE BANK OF INDIA Human Resource Management Department Kolkata

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

Reserve Bank of India (hereinafter referred to as RBI), Human Resource Management Department, Kolkata invites e-tender in two parts for E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc. fulfilling the pre-eligibility criteria, for the period from **July 01, 2025 to March 31, 2026**.

Estimated cost of the work for 2025 - 26 (Inclusive of GST @ 18%)	Earnest Money Deposit for 2025 - 26 (2% of Estimated Cost)
₹18,27,000/-	₹36,540/-

The last date for submission of e-tender is **June 16**, **2025 up to 13:00 hrs.** For further details, please visit "Tender" Section at RBI's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> and for uploading the tender please visit and register on MSTC website at <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>. Please also note that further Addendum / Corrigendum, if any, will only be published on RBI website.

Place: Kolkata Date: May 26, 2025

> Regional Director Reserve Bank of India



# RESERVE BANK OF INDIA HUMAN RESOURCE MANAGEMENT DEPARTMENT KOLKATA

# NOTICE INVITING TENDER (NIT) (Only through e-procurement)

#### **SCHEDULE OF TENDER (SOT)**

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

The tendering would be done through the e-Tendering portal of MSTC Ltd (<a href="http://mstcecommerce.com">http://mstcecommerce.com</a>) The Schedule of e-Tender is as follows:

a. e-Tender Name:	E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.
<b>b</b> . e-Tender no:	RBI/Kolkata Regional Office/HRMD/3/25-26/ET/136[E-Tender for supply of plants]
1	1
c. Mode of Tender	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid through www.mstcecommerce.com
<ul><li>c. Mode of Tender</li><li>d. Date of NIT available to the parties to download</li></ul>	(Part I – Techno-Commercial Bid and Part II - Financial Bid through
d. Date of NIT available to the parties to	(Part I – Techno-Commercial Bid and Part II - Financial Bid through www.mstcecommerce.com
d. Date of NIT available to the parties to download	(Part I – Techno-Commercial Bid and Part II - Financial Bid through www.mstcecommerce.com  15:00 hrs. on May 26, 2025 onwards  15:00 hrs. on June 02, 2025 at Reserve Bank of India, 15, N S Road, Kolkata -



	delivered in physical form at HRMD, Reserve Bank of India, N S Road, Kolkata - 700001
	OR To be deposited through NEFT in favour Reserve Bank of India, Kolkata in the A/c No. 186003001, IFSC – RBIS0KLPA01 mentioning Name / Company Name of the vendor in NEFT transaction remarks
h. Due date for submission of EMD	Up to 18:00 hrs on June 14, 2025
i. Bidding Start Date (Techno-Commercial & Financial Bid) www.mstcecommerce.com/eprochome/rbi	15:00 hrs. on May 26, 2025
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Financial Bid	13:00 hrs. on June 16, 2025
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	15:30 hrs on June 16, 2025
Date & Time of opening of Part- II (i.e. Financial Bid)	Opening of Financial Bid shall be intimated to all eligible bidders.
I. Transaction Fee	As applicable and charged by MSTC Ltd. Payment of Transaction fee through MSTC Gateway /NEFT / RTGS in favour of MSTC Limited or as advised by M/s. MSTC Ltd

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature. Under no circumstances will EMD-less tenders be accepted. Bank is not obliged to accept tender of low value only. The Bank reserves the right to accept a tender in whole or in part thereof. The Bank also reserves the right to reject all tenders without assigning any reason.

Amendments / Corrigendum to be made in the tender, if issued in future, the information will be notified only in the RBI website and the said MSTC website and will not be published in newspapers.

Regional Director, Kolkata



# RESERVE BANK OF INDIA Human Resource Management Department Kolkata

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

Reserve Bank of India (hereinafter referred to as RBI), Human Resource Management Department, Kolkata invites e-tender in two parts for E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc. fulfilling the preeligibility criteria, for the period from **July 01, 2025 to March 31, 2026**.

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The last date for submission of e-tender is **June 16, 2025 up to 13:00 hrs.** For further details, please visit "Tender" Section at RBI's website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> and for uploading the tender please visit and register on MSTC website at <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>. Please also note that further Addendum / Corrigendum, if any, will only be published on RBI website.

Place: Kolkata

Date: May 26, 2025

Regional Director Reserve Bank of India

#### **DISCLAIMER**

Reserve Bank of India, HRMD, Kolkata, 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.

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

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#### IMPORTANT INSTRUCTIONS FOR E-TENDER

This is an e-procurement event of Reserve Bank of India, Kolkata. The e-procurement service provider is MSTC limited. Bidders / vendors are requested to read the terms & conditions of this tender before submitting their online tender.

#### 1. Process of e-Tender:

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

#### SPECIAL NOTE:

BOTH THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves on line with online with <u>www.mstcecommerce.com</u>  $\rightarrow$  e-Procurement  $\rightarrow$  PSU/Govt. Depts.  $\rightarrow$  Select RBI Logo  $\rightarrow$  Register as Vendor  $\rightarrow$  Filling up details and creating own user id and password  $\rightarrow$  Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC, before the scheduled time of e-Tender.

In case of any clarification, please contact MSTC, before the scheduled time of e-Tender. Contact person (MSTC Ltd):

MSTC Help desk number: 07969066600

1.	Shri. Sabyasachi Mukherjee (ERO)	smukherjee@mstcindia.co.in	7278030407
2.	Shri Kaviti Kranthi Kumar	kkkumar@mstcindia.co.in	9174009882

#### **B. System Requirement:**

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet Explorer
- 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 Digital Signature Certificate (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 $\rightarrow$  Internet Options  $\rightarrow$  custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> once).

- 2. The Technical Bid and the Commercial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on specified date and time as given in the Tender.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

#### **Special Note towards Transaction fee:**

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

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

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

E-Tender cannot be accessed after the due date and time mentioned in Notice Inviting tender. Bidding in e-Tender:

a) Vendor(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-Tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority (Reserve Bank of India, Kolkata).

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

- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under RBI → My menu→ Auction Floor Manager → live event →Selection of the live event.
- c) The vendor(s) should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application does not run then the vendor will not be able to save/submit / their/ his Technical bid.
- d) After filling the Technical bid, vendor(s) should click 'save' for recording his/ their Technical bid. Once the same is done, the Commercial bid link becomes active and the same has to be filled up and then vendor(s) should click on "save" to record his/ their Commercial bid. Then once both the Technical bid and commercial bid have been saved, the vendor(s) can click on the "Final submission" button to register their bid.
- e) Vendor(s) is/ are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor(s) should use his/ their own ID and Password along with Digital Signature at the time of submission of bid.
- g) During the entire e-Tender process, the vendor(s) will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned. All electronic bids submitted during the e-Tender process shall be legally binding on the vendor(s). Any bid will be considered as valid bid offered by that vendor and acceptance of the same by Reserve Bank of India will form a binding contract between Reserve Bank of India and the Vendor for execution of supply.
- i) It is mandatory that all the bids are submitted with Digital Signature Certificate, otherwise the same will not be accepted by the system.
- j) Reserve Bank of India 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.

- k) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-Tender floor by any vendor confirms his acceptance of the terms & conditions of the tender.
- Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- m) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- n) Vendor(s) are requested to read the vendor guide and see the video in the page <u>https://www.mstcecommerce.com/eprochome</u> to familiarize him/ them with the system before bidding.

# RESERVE BANK OF INDIA HUMAN RESOURCE MANAGEMENT DEPARTMENT KOLKATA

# NOTICE INVITING TENDER (NIT) (Only through e-procurement)

#### **SCHEDULE OF TENDER (SOT)**

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

The tendering would be done through the e-Tendering portal of MSTC Ltc (<a href="http://mstcecommerce.com">http://mstcecommerce.com</a>) The Schedule of e-Tender is as follows:

a. e-Tender Name:	E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.
<b>b</b> . e-Tender no:	RBI/Kolkata Regional Office/HRMD/3/25-26/ET/136[E-Tender for supply of plants]
c. Mode of Tender	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid through www.mstcecommerce.com
d. Date of NIT available to the parties to download	15:00 hrs. on May 26, 2025 onwards
e. Pre-Bid meeting (Offline)	15:00 hrs. on June 02, 2025 at Reserve Bank of India, 15, N S Road, Kolkata - 700001
f. Estimated cost of work	₹ 18,27,000/-

g. Earnest Money Deposit (EMD)	₹ 36,540 by Demand Draft, in favour of Reserve Bank of India, Kolkata to be delivered in physical form at HRMD, Reserve Bank of India, N S Road, Kolkata - 700001
	OR To be deposited through NEFT in favour Reserve Bank of India, Kolkata in the A/c No. 186003001, IFSC – RBISOKLPA01 mentioning Name / Company Name of the vendor in NEFT transaction remarks
h. Due date for submission of EMD	Up to 18:00 hrs on June 14, 2025
i. <u>Bidding</u> <u>Start Date (Techno-</u> Commercial & Financial Bid) <u>www.mstcecommerce.com/eprochome/rbi</u>	15:00 hrs. on May 26, 2025
j. Date of closing of online e-tender for submission of Techno- Commercial Bid & Financial Bid	·
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	15:30 hrs on June 16, 2025
Date & Time of opening of Part- II (i.e. Financial Bid)	Opening of Financial Bid shall be intimated to all eligible bidders.
I. Transaction Fee	As applicable and charged by MSTC Ltd. Payment of Transaction fee through MSTC Gateway /NEFT / RTGS in favour of MSTC Limited or as advised by M/s. MSTC Ltd

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature. Under no circumstances will EMD-less tenders be accepted. Bank is not obliged to accept tender of low value only. The Bank reserves the right to accept a tender in whole or in part thereof. The Bank also reserves the right to reject all tenders without assigning any reason. Amendments / Corrigendum to be made in the tender, if issued in future, the information will be notified only in the RBI website and the said MSTC website and will not be published in newspapers.

Regional Director, Kolkata

#### Part I

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

Name of the T	enderer:	 	 	
Address: _		 	 	

Date of pre-bid meeting: June 02, 2025 (15:00 hrs.)

Date of online submission: May 26, 2025 to June 16, 2025 (up to 13:00 hrs.)

Date of opening of Tender (Part-I): June 16, 2025 (15:30 Hrs.)

## **Pre-Eligibility Criteria**

SI. No	Criteria	Requirement
1	Duration of past experience	Should have minimum 5 years of experience of executing similar works ending last day of the month previous to the one in which applications are invited. Applicant should furnish their client list showing the details of work carried out by them during the last 5 years. The list shall include details such as name of the client, value of work executed, date of start and finish of work, etc. The applicant should submit documentary evidence in support of minimum experience of 5 years.
2	of each	Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one of which applications are invited should be either of the following: i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. (₹ 18,27,000/-) ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. (₹ 18,27,000/-) iii) One similar work costing not less than the amount equal to 80% of the estimated cost. (₹ 18,27,000/-)
3	Yearly turnover	Should have annual turnover of amount equal to the estimated cost ₹ 18,27,000/- during each of the last 3 financial years i.e., up to March 31, 2024.
4	Solvency Certificate	Should furnish solvency certificate issued by the applicant's banker, specifically for the purpose of the work for a minimum amount equal to the estimated cost (₹ 18,27,000/-)
5.	Service Set up	Full-fledged service setup should be available for the specified job at Kolkata, wherefrom required quality services can be regularly provided. A copy of trade license must be submitted as proof of the service setup. Tenderer should have their own nursery/garden. A documentary proof for the same may be submitted with the tender.
6.	Docum ents to be submitt ed	<ul> <li>a) Audited or Chartered Accountant certified statement of accounts for the last 3 accounting years.</li> <li>b) Copies of Income Tax Return filed with the Income Tax Department for the last three years.</li> <li>c) Copies of applicable tax registrations. viz PAN, TIN, GST, etc.</li> <li>d) Copies of Registration Certificates of the company/ firm/agency issued by the relevant authority.</li> </ul>

<ul> <li>e) Copies of E.P.F Registration Certificate and E.S.I registration certificates.</li> <li>f) Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost of the present work, indicating financial</li> </ul>
soundness of the tenderer. g) Details of the Bank Account held by them in a scheduled bank in India.

#### Note:

- 1. RBI shall obtain reports on the past performance of the tenderer from his/ their clients and shall evaluate the said reports as per the evaluation criteria before opening of the Part- II of the tenders. If any tender is not found to possess the required eligibility for participating in the tendering process at any point of time and /or his/ their performance reports received from his/ their clients and /or his bankers' report are found unsatisfactory, RBI reserves the right to reject his tender offer.
- RBI is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and also reserves the right to reject all the tenders without assigning any reasons thereof.

#### INSTRUCTIONS TO TENDERERS

#### 1. Pre- Bid Meeting

- a) Tenderers requiring any clarification regarding this document shall contact RBI in writing at the mentioned email address provided in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' designated representatives are invited to attend a pre-bid meeting on **June 02**, **2025 at 15:00 hrs**. at HRMD, Reserve Bank of India, 15, N.S. Road, Kolkata 700001. The purpose of the meeting will be to clarify issues and to answer questions raised at that stage.
- b) The tenderers shall submit queries, if any, by sending e-mail, to RBI's email address mentioned in this document, not later than one day before the date of the pre-Bid meeting.
- c) Absence from the pre-Bid meeting will not be a cause for disqualification for a tenderer.

#### 2. Documents comprising the Tender

The Tender shall comprise of the following:

- Notice Inviting e-tender
- Technical Bid Details
- Commercial Bid Details
- Earnest Money Deposit (EMD) through NEFT to following A/c:

A/c Number	186003001
IFS Code	RBIS <b>0</b> KLPA <b>0</b> 1 @

Format of Performance Bank Guarantee to be furnished after award of contract by the successful bidder.

- Format of Agreement to be entered into between the successful bidder and the RBI.
- @ 0 = Zero

#### 3. Period of Validity of Tenders

- a) The tender shall be valid for a period of Ninety (90) days from the date of opening of tender.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, RBI may request tenderers to extend the period of validity of their tender. The requests and the responses shall be made in writing.

#### 4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the instructions regarding E-Tender.
- b) The tenderers shall submit their technical bid as well as the commercial bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired / prescribed information is not submitted, RBI will assume no responsibility for rejection of tender.

#### 5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) RBI may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

#### 6. Late Tenders - No Tender after the deadline shall be allowed on the e- portal.

7. Tenderers are advised to consider the tentative labour cost as prescribed by Government of India (Ministry of Labour & Employment), Office of Chief Labour Commissioner (C), New Delhi while quoting the rates.

#### 8. Tender Opening

RBI shall open the tender electronically on the notified date. Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/ their authorized representatives who choose to be present physically or online. Part-II (Commercial Bid) only will be opened of those tenderers who qualify/ are found suitable after scrutiny of Part-I (Technical Bid) by RBI on a subsequent date which will be intimated to all the eligible tenderers in advance by Courier/ E-mail/ Telephone call. The decision of RBI in this regard will be final.

#### 9. Bid Evaluation Criteria

The Technical Bids shall be evaluated based on the available documents submitted by the bidder on MSTC.

(Note: Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process.)

#### 10. Clarification of Tenders

- a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, RBI may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by RBI shall not be considered. RBI request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by RBI in the evaluation of the tenders.
- b) If a tenderer does not provide clarifications regarding its tender by the date and time set in the RBI's request for clarification, its tender shall be liable to be rejected.

#### 11. Signing of Contract

The successful tenderer shall execute an agreement with RBI on Non-Judicial stamp paper of value not less than ₹100/- within 10 days of award of work. The stamp duty shall be borne by the successful tenderer. However, the issue of intimation of award of work by RBI shall be considered as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

#### 12 Bank Guarantee

- a) The successful tenderer shall furnish along with the execution of the contract, a Bank Guarantee (BG) of ₹ 91,350/- (Rupees Ninety One Thousand Three Hundred and Fifty only) in accordance with the Proforma given in <u>Annex-III</u>. The BG shall be valid for a period of Sixty (60) days after the expiry of contract period. The EMD of such tenderer will be returned on receipt of the Bank Guarantee.
- b) Failure of the successful tenderer to submit the Bank Guarantee of ₹ 91,350/- (Rupees Ninety One Thousand Three Hundred and Fifty only) in or to sign the Agreement shall constitute sufficient ground for the annulment of the award, forfeiture of the EMD and blacklisting of such tenderer.
- c) The Bank Guarantee shall be released without interest after two months of expiry of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the successful tenderer or its employees. In case of any complaint or pending dues,

the Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

#### 13. Disclaimer

- a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to RBI immediately. If no intimation is received from any tenderer within seven (7) days from the date of notice inviting e-tender, it shall be considered that this document is complete in all respects.
- b) RBI reserves the right to modify, amend or supplement this document including all formats and Annex.
- c) While this document has been prepared in good faith, neither RBI nor its employees or advisors will make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

**Note-** The tenderers may visit the site before quoting the rates to assess the quantum of work.

### PART I - TECHNICAL BID

	I AIT I - I LOI IIIIOAL DID
From,	
То	
Regional Director	
Reserve Bank of India	
15, N.S. Road	

Kolkata - 700001

SI. No.	Particulars	Details to be filled in by Tenderer
1	Name of the Tenderer:	
2	Type of Company	
	(a) Whether proprietorship/Partnership/LLP/ PVT Ltd./Ltd. Company	
	(b) Date of Establishment	
	<ul> <li>(c) Details of Registration (Firm, Company etc.),         Registering Authority, Date, Number, etc. (not         applicable in the case of sole proprietorship).</li> <li>Please enclose relevant documents in support of</li> </ul>	
	the same.	
3	Name of the proprietor / partners / directors of the Tenderer with designation.	
	a) Whether having own office in Kolkata	
	b) Address of the local office at Kolkata.	
5	Work Experience – Details of work experience as per the requirement in the Pre-Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services at any office of Reserve Bank of India or Government/ Semi – Government/ Public Sector Undertakings/ Banks/Corporates should also be given	

	Tun i	
6	Whether average annual business turnover of last three financial	
	years is 100% of the estimated cost of the work. Supporting	
	documents should be enclosed in proof of turnover	
7	Income Tax Returns of last three Financial years –	
	F.Y. 2021 – 22	
	F.Y. 2022 – 23 and	
	F.Y. 2023 – 24	
	(Self-Attested Copy to be submitted)	
8	Whether registered with Labour Department under the Contract	
	Labour ((Regulation and Abolition) Act, 1970 and Contract Labour	
	(Regulation and Abolition) Central Rules, 1971. (If yes, copy of	
	certificate to be uploaded)	
9	Names and Addresses of the bankers. The bankers Certificate	
	regarding creditworthiness of the tenderer is to be given by the	
	banker on their letter head through e-mail as per format attached	
	with this tender document.	
	( <u>Annex – I</u> )	
10	Names and Addresses of the existing clients along with their full	
	details. The feedback from top three existing clients is required to be	
	uploaded as per format attached with this tender document (Annex-	
	II)	
11	The Bank Account (IFS Code and Account Number) where	
	payments would be received by the organisation of the tenderer.	

Documents required to be submitted for Technical Bid (Copies):

- 1. Audited annual financial statements (for F.Y. 2021-22, F.Y. 2022-23 and F.Y. 2023-24).
- 2. Income Tax Returns for last three financial years i.e., for F.Y. 2021-22, F.Y. 2022-23 and F.Y. 2023-24).
- 3. List of Clients.
- 4. Feedback from top three existing clients.
- 5. Incorporation documents.
- 6. Copies of the PAN, Tin and GST Registration wherever applicable.
- 7. Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.

The Bank reserves the right to call for proof/ verification of any or all of the above mentioned particular.

#### <u>DECLARATION</u>

(To be submitted in the Technical Bid on the Letter head of the tenderer, duly signed by its authorised signatory)

- 1. The information provided by me/us is/ are true to the best of my/ our knowledge and if any information is found incorrect or false, I/ we may be debarred from the tender process/ being awarded the contract.
- 2. I/ We agree to abide by the terms and conditions stipulated by RBI as mentioned in the tender documents.
- 3. I/ We also agree that our tender will remain valid for acceptance by the RBI for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such further periods as may be mutually agreed upon between RBI and us in writing. I/ We also agree to keep the earnest money valid during the entire period of validity of tender.
- 4. I/ We understand that RBI, Kolkata reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Dated this	day of	2025.	
			Signature:
			Name:
			Seal of the Tenderer

#### **Terms and Conditions of the Contract**

#### 1. Period of Contract

The contract would initially be valid for a period of twelve (12) months, unless earlier terminated. The contract may be renewed and extended on mutual terms and conditions for a period of one year at a time but not more than three years. The Bid will be valid or 90 days from the date of submission of tender.

#### 2. Selection of Vendor

The Bidder with lowest total cost computed on offer price in Price Bid-Part II shall qualify as L1. Plant wise or flower wise average requirement is provided separately to enable the tenderers to quote their prices. If more than one tenderer is found to have quoted minimum price, the bidder with highest average annual turnover for the last three years shall qualify as L1. The Bank reserves the right to allot the work to a single vendor or more than one vendors for providing potted plants and flowers and maintenance facilities to Reserve Bank of India.

#### 3. Supply of Items -

The bidder should supply necessary Fertilizers, Saaf powder, Vitamins, Vermi-compost, required Tools, Water pipe, Cutting powder, Tray etc.

#### 4. Schedule of Opening tenders:

Part I of the tender will be opened at **15.30 hours on June 16, 2025** in presence of the authorized representatives of the tenderers who choose to be present. Price bid (Part II) of only such of those tenderers as are found eligible after scrutiny of their Part I, will be opened on a subsequent working day which will be intimated to all the eligible tenderers separately.

Bank reserves the right to amend/modify the tender document or of issuing any corrigendum to the bid process. The bidder shall not claim as a right for Bank to do the aforesaid.

The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within 7 days from the date of issue of the offer letter. Failure to accept the offer within this period will result in cancellation of the offer. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such agreement has been executed and all the terms and conditions shall apply on the contract.

#### 5. Escalation in Price

No escalation in rates will be permitted during the first year of the contract period. Also, no subsidy on any kind will be given by the Bank. However, should there be an unprecedented rise in price of Raw material items over a long period, the contractor can put in a request to the

Bank for a reasonable increase in the rate for consideration in the second year. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidders.

#### 6. Termination of Contract

RBI reserves the right to terminate the contract at any time even during the validity period of the contract by giving 30 days prior notice in writing without assigning any reason there for. However, the Contractor shall not terminate the contract for the period of minimum 1 year from the date of awarding of the contract and thereafter may terminate the contract by giving three months prior notice in writing, in case it decides to discontinue the services. In case of failure to provide the services for the minimum period of 1 year, the Bank has the right to forfeit the security deposit in full / or part thereof.

#### 7. Adherence to Labour Laws

The service provider shall be solely responsible for compliance with the provisions of all central & state laws, (Acts & Rules) various taxes (Income Tax, Sales Tax, Service Tax etc.), labour and industrial laws (Acts & Rules), The service provider shall obtain licence as contemplated under the contract (Regulation & Abolition) Act 1970 or any other laws as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto.

#### 8. Items

Indicative plants and flowers are as follows: Name of indicative plants and flowers are as follows: Areca Palm, Rabbit Palm, Rubber Plant, Pichutia Palm, China Palm, Money Plant, Koton Plant, Tropic snow Plant, Poinsettia, Peace Lily, Sonop India Plant (Group), Philodendron (Group), Dieffenbachia Plant (Group), Anthurium Plant, Monstera Plant, Spathiphyllum Plant, Aglaonema Plant (Group), Sansberia Plant, Fugur Flower (Group), Rangan Flower (Group), Tecoma Flower, Allamanda Flower, Bougainvillea Flower (Colour), Champa Flower (Group), Brunfelsia Flower, Rose, Inca – Marigold, Ficus Flower (Group), Arkeria cooky Flower, etc. These are just indicative plants and flowers, which may be required. The other plants and flowers may be sought from the successful bidder as per the requirement from time to time. The successful tenderer shall supply and rotate / change the required plants and flowers on regular interval and to be make sure that there are no burnt leaves.

The bills pertaining to the supply of raw materials will be settled as per the item wise at agreed rate and no other cost (carrying cost, labour charges etc.) would be paid for the supply of the plants. The supply of plants and flowers to the Office will be based on the required quantity in regular intervals and would be settled at an agreed price.

The plant to be supplied by the Contractor should be bushy and with healthy foliage. Regular cleaning of plants leaves and pots must be carried out by the Contractor. Plants supplied by

the Contractor should be uniform growth. The renewal of the contract and payment o bill depend on the satisfactory services rendered by the Contractor.

The Bank would send its officer(s) on fortnightly basis or at intervals as it may deem fit to inspect the quality of plants and flowers supplied who will have full authority to order removal or change of any such plant as may be found of poor standard and quality or affecting the health and hygiene of the employees and officers.

#### 9. Venue

**Potted plants** and flower vases shall normally be placed at different floors and specified places / cabins of Main Office Building at 13 & 15, N.S. Road, Kolkata 700001, Zonal Training Centre & Museum at 8, Council House Street, Kolkata – 700 001. The supply of fresh plants will be in the specified places of the above-mentioned buildings/floors. However, the Bank reserve its rights to alter the no. plants / vases (increase or decrease) at/from any designated places of the above said buildings at any point of time of contract period. Supply of plants / flowers will be adjusted accordingly and the Bank's decision in this matter will be binding on the selected vendor/s.

#### 10. Timings:

The maintenance of the garden area, vertical garden and the potted plants will be done on regular basis. The flower vases will be placed in Senior Officer's cabin twice a week (Monday and Thursday). However, it will be kept open on holidays also subject to the requirement of the Bank. Further, any additional requirement of the flowers vases / bouquets will be intimated to the contractor and the same will be provided at the agreed rates.

#### 11. Infrastructure to be provided by the Bank

All the tools, horticulture instruments, pipes for watering, grass cutting and hedge cutting instruments/ machine etc. shall be supplied by the contractor without charging any extra amount. The cost factor for these items shall be included in the quoted rates. No extra charge on this account shall be paid to the firm.

#### 12. Uniform / liveries

The contractor has to make their own arrangements to supply liveries / uniform to the persons engaged by them for maintenance.

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision regarding matters not otherwise mentioned) arises between the Bank and the contractor in connection with or arising out of contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract shall be referred to and settled by sole arbitration of the Regional Director, Reserve Bank of India Kolkata who shall give written award of his discretion to the vendor. The decision of the Regional Director, Reserve Bank of India, Kolkata will be final and binding.

#### 13. Penalty

Any deficiency in service and quality as well as quantity of plants / flowers etc. from the specification in rate schedule, decided by the Bank, will not be accepted. A penalty of ₹ 1000 per instance will be levied for any such violation after giving due notice and opportunity to the Contractor to explain his/her position.

#### 14. Evaluation of Tender

An indicative list of the plants / flowers to be provided by the contractor to the Office and also the weight to be assigned to the quoted rates for evaluating the price bid has been worked out by the Bank to guide the Contractor in working out the costs involved. The same is mentioned in Part II of the tender. The Bank does not bind itself to accept the lowest or any other quotation.

Note- The contractors may visit the site if they so desire before quoting their rates to assess the quantum of work.

#### 15. General Conditions

- a) The Contractor shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.
- b) Bureau of Indian Standards (BIS)/specifications of ISI/ Agmark / FOA should be followed wherever applicable.
- c) The agreement should not be construed by the Contractor to interpret as having received employment from the Bank or as any claim on the Bank's property. On completion of the contract or whenever the Bank decides, the Contractor and his staff will immediately vacate the premises and hand over all the items earlier handed over to him by the Bank.
- d) Any other incidental service required by the Bank and not covered in the contract will be negotiated separately each time.
- e) Rates should be quoted both in words & figure. Violation in this regard may lead to rejection of the quotation. All rates will be inclusive of all taxes wherever applicable.
- f) The tender form should be filled in Hindi/English and all entries must be made by hand and written in ink. If any of the documents prescribed is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- g) Incomplete forms or those without proper documentary evidence, etc. (as desired above) will be out rightly rejected by the Bank. **No further correspondence shall be entertained by the Bank in this regard**.

- Any dispute arising on account of the contract shall be subject to the jurisdiction of the courts at Kolkata.
- j) Every plants should be changed/replaced in regular intervals and also it is necessary to remove old/dead/semi dead plants from bank premises.
- k) Contractor should have his/her own nursery/garden.
- Regular maintenance of the vertical gardens located at RBI Senior Officer Quarters, Alipore; RBI Officers Quarters, Ultadanga; RBI Staff Quarters, Salt Lake, Dover Lane, and Dumdum; as well as at the RBI Main Office Premises and ZTC/Museum, Kolkata, shall be carried out. Additionally, replacement of plants shall be done as and when necessary. Seasonal Plants Seasonal plants should be supplied in all available varieties and also saplings are required to be in good condition and matured in size.
- m) Outsourced manpower deployed by the tenderer must have a certificate in Horticulture/Gardening

#### 16. SEXUAL HARASSMENT (PREVENTION) CLAUSE

- i) 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 Contractors / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the compliant.
- ii) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- **iv)** The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- v) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks's premises.
- **17. Non-Disclosure Clause:** The successful bidder shall not disclose directly or indirectly any information, materials and details of RBI's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the successful bidder during the course of discharging contractual obligations in connection with the agreement to be entered into with RBI, to any third party and shall

at all times hold the same in the strictest confidence. The successful bidder 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 successful bidder shall not publish, permit to publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of RBI. The successful bidder shall indemnify RBI for any loss suffered by RBI as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the successful bidder and RBI shall be entitled to claim damages and pursue legal remedies for the same. The successful bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this clause are fully satisfied. The successful bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement to be entered into with RBI for whatever reason.

I/We hereby declare that I/we have read and understood the above terms and conditions governing the tender.

Signature of Contractor(s)/Partner(s)
Name:
Seal:
Address:
Date:

#### Part II - Price Bid

The Regional Director
Reserve Bank of India
Human Resource Management Department
15, N.S. Road
Kolkata- 700001

Dear Sir,

E – Tender for i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden (area approximately 120 Sq. ft. each) at MOP (Main Office Premises) and ZTC (Zonal Training Centre) iii) Supply of Four Manpower for the maintenance of garden including vertical garden, plants, etc.

I/We have carefully read and understood your advertisement on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates as under for supply of potted plants and flowers at stipulated places and also for maintenance of garden.

Name and address of the Agency/Firm:	

SI.No	Particulars of the Items	UoM	Price (in
		No.	Rupees)
1.	Decorative Potted Plant	135	
2.	Rate of different variety plant#	360	
3.	Seasonal Flower Vase	40*	
	Seasonal Flowering Potted	140	
4.	Plant		
	Supply of four manpower for	4	
	the maintenance of garden		
	including vertical garden,		
5.	plants, etc.		

\*Supply of flower vases and it is to be changed every Monday & Thursday (numbers may vary) # Name of indicative plants and flowers are as follows: Areca Palm, Rabbit Palm, Rubber Plant, Pichutia Palm, China Palm, Money Plant, Koton Plant, Tropic snow Plant, Poinsettia, Peace Lily, Sonop India Plant (Group), Philodendron (Group), Dieffenbachia Plant (Group), Anthurium Plant, Monstera Plant, Spathiphyllum Plant, Aglaonema Plant (Group), Sansberia Plant, Fugur Flower (Group), Rangan Flower

(Group), Tecoma Flower, Allamanda Flower, Bougainvillea Flower (Colour), Champa Flower (Group), Brunfelsia Flower, Rose, Inca – Marigold, Ficus Flower (Group), Arkeria cooky Flower, etc. These are just indicative plants and flowers, which may be required. The other plants and flowers may be sought from the successful bidder as per the requirement from time to time. The payment will be made as per the actual number of plants supplied by the successful bidder. The height of the plants shall range between 1 to 4 feet, or as specified by the Bank based on the requirements.

### (Commercial bid)

(It is for illustrative purpose only and the same should not be submitted with Technical Bid. It should be submitted at Online Portal under Section-Financial Bid)

(PART-B)

Cost analysis: Manpower to be deployed as per Execution Plan

S. No	Description	Semi-skilled (for 26 days)	Unskilled (for 26 days)
1.	Basic Wages per Person		
2.	VDA		
3.	EPF on Total Gross Wages		
4.	EDLI on maximum of ₹ 15000		
5.	Admin. charges @ 0.5% on total gross wages		
6.	ESI (for gross up to ₹ 21000) / Premium towards other insurance		
7.	Bonus, if applicable		
8.	Sub-Total (A)		
9.	Service Charges (B) (% of Sub-Total (A))		
10.	Total (C = A+B)		
11.	GST (D) (as applicable on (C))		
12.	* Grand Total (E = C + D)		

<sup>\*(</sup>Quotations for personnel have to be as per Minimum Wages Act and inclusive of all applicable statutory levies/taxes, CGST/ SGST, Reliever Charges).

<sup>\*\* (</sup>Service charges should be quoted with a minimum ceiling of 3.85% of Sub-Total as mentioned above in Table. Any bid below this percentage will be rejected. It will remain same throughout the currency of the contract).

Note:

- Service Charges shall include all such items /materials /accessories /Uniform/ equipment and any other charges/items to be provided by the successful bidder to the staff deployed, more specifically mentioned in the detailed scope of work of the tender document.
- > Only Minimum Wage will be increased/decreased based on Govt. of India notification on increase / decrease of VDA.
- > ESI & Bonus shall be discontinued whenever the wage (Basic + VDA) of the employee crosses the maximum limit.

To promote genuineness, the bidders are advised to determine the service charge (Item No.9 of price bid) considering all parameters

Authorised signatory (With name and seal)

We certify that:	
The above rates are inclusive of all applicable charges & taxes;	
The rates are valid for one year from the date of submission of the quotations;	
We will provide the placing and maintenance service of potted plants and supply of flowers as the requirements to be prescribed by Reserve Bank from time to time.	pe
(Signature of authorised signatory with seal)	
Name of the Agency/Firm	
Address	
Place	
Date	

#### Annexure I

	FORMA OF CLIENT'S CERTIFICATE	REGARDING PERFORMANCE	E (can be filled and
•	ed separately)		
	e & address of the Client :		/Nlama of the
	ils of works executed by Shri/M/s		(Name of the
supp	•		
1.	Name of work with brief particulars	:	
2.	Agreement No. and date	:	
3.	Agreement amount (approximates are acceptable)	also:	
4.	Details of penalties levied (indicate am : any, for non-performance or non-adherence to terms	ount) if	
5.	Name, address, telephone number an mail id of the authority under whom su executed		
a)	Name & Designation	:	
b)	Telephone No.(s)	:	
c)	Email	:	
6.	Comments on the capabilities of supplier	ine:	
a)	Technical Proficiency	:	
b)	Financial Soundness	:	
c)	Adherence to timeliness	:	
d)	Quality of work	:	
	General behaviour undersigned is competent to issue this centersigned"	: rtificate	

Signature of the Reporting Officer (with Office seal)

Name & Designation: Contact number/(s):

#### **Annexure II**

#### TO WHOMSOEVER IT MAY CONCERN

Banker's certificate from	n a Scheduled Bank
---------------------------	--------------------

This is to certify that M/s./Sri
and maintains his Current/Savings account with us complying with all statutory requirements for maintenance of such a/c. As per our record he
maintains an average balance of Rs in his account during the last three years. There is no case of any
unlawful accounting practices recorded or being contemplated against him as at present at our end.
This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.
(Signature with seal)
Date:
Name & Designation
For the Bank
Note:

- 1. Bankers' certificate should be on letterhead of the Bank, sealed in cover and addressed to enlistment authority.
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

# Annex- III Proforma for Bank Guarantee

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

bank)	
Place:	-
The Regional Director Reserve Bank of India 13 &15, N.S. Road Kolkata-700001	
Dear Sir,	
India, Kolkata, Zonal Trainii – 700001 ii) Maintenance of 120 Sq. ft. each) at MOP (M	Potted Plant and Flower Vase at MOP, Reserve Bank of ng Centre & RBI Museum, 8, Council House Street, Kolkata garden area including vertical garden (area approximately Main Office Premises) and ZTC (Zonal Training Centre) iii) for the maintenance of garden including vertical garden,
through its office at Reserve RBI") has awarded the Control M/s (Name of the expression shall include its surple AND Whereas under the said to RBI, Kolkata a Performan Ninety One Thousand three Contractor of the terms and contractor of the terms are the contractor of the terms and contractor of the terms and contractor of the terms are the contractor of the terms and contractor of the terms are the contractor of the contractor of the contrac	ng its Central Office at Shahid Bhagat Singh Road, Mumbai, Bank of India, 15, N.S. Road, Kolkata (hereinafter called "the act for the captioned work (hereinafter called the "Contract") to the Contractor) (Hereinafter called "the said Contractor", which accessors and assigns).  I contract the Contractor is bound by the said Contract to submit ace Bank Guarantee for a total amount of ₹ 91,350/- (Rupees hundred and fifty only) in for the due fulfilment by the said conditions contained in the contract. We, Bank), (hereinafter called "the Bank"), at the request of M/s
91,350/- (Rupees Ninety On	r, do hereby undertake to pay to RBI, an amount not exceeding the Thousand three hundred and fifty only) in as Performance of terms and conditions of the contract.

#### NOW THIS GUARANTEE WITNESSETH

We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of RBI coming to the conclusion that the Contractor has not performed his obligations as per the terms & conditions of the said 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 RBI, pay without demur to RBI, a sum of 91,350/- (Rupees Ninety One Thousand

three hundred and fifty only) in or any lower amount that may be demanded by RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the Tender document for providing i) Flowering Potted Plant and Flower Vase at MOP, Reserve Bank of India, Kolkata, Zonal Training Centre & RBI Museum, 8, Council House Street, Kolkata – 700001 ii) Maintenance of garden area including vertical garden installed at MOP and ZTC, obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \$91,350/- (Rupees Ninety One Thousand three hundred and fifty only).

We also agree to undertake and confirm that the sum not exceeding ₹ 91,350/- (Rupees Ninety One Thousand three hundred and fifty only) as aforesaid shall be paid by us without any demur or protest, merely on demand from 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 RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We 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 RBI within a period of one week from the date of receipt of the notice as aforesaid.

- 1. We confirm that our obligation to RBI under this guarantee shall be independent of the agreement or agreements or other understandings between RBI and the Contractor.
- 2. This guarantee shall not be revoked by us without prior consent in writing of RBI. We hereby further agree that
  - a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said contract 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 ₹ 91,350/- (Rupees Ninety One Thousand three hundred and fifty only).
- b) Our liability under these presents shall not exceed the sum of ₹ 91,350/- (Rupees Ninety One Thousand three hundred and fifty only).
- c) Our liability under these presents 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 Defect liability period provided that if so desired by 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 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 RBI against us under this guarantee shall be forfeited and we shall be released and discharge from all our obligations and liabilities hereunder.

In witness whereof, I/We of the bank have signe	d and sea	led thi	s guarantee on the
day of - (Month) (Year) being herewith	duly autho	orized	
For and on behalf of	(Name Bank)	of	the
Signature and Seal of authorized Bank official			
Name:			
Designation			
Stamp/ Seal of the Bank			
Signed, sealed and delivered for and on behalf presence of:	of the Bar	nk by 1	he above named in the
Witness 1			
Signature			
Name			
Address			
(NB: This Bank Guarantee will require stamp du executed and shall be signed by the official w			

verified).

## **Draft Article of Agreement**

<ol> <li>This agreement is made on the day of July, 2025 between Reserve Bank of India, Human Resource Management Department, 15, Netaji Subhash Road, Kolkata – 700 001, hereafter called the Bank and, having it's Registered, hereinafter called the 'Contractor'.</li> </ol>
2. The Contractor having accepted the offer on received from Contractor for Maintenance of 165 nos. of decorative potted Plants, 360 decorative potted plants of exotic variety for 4 <sup>th</sup> , 5 <sup>th</sup> & 6 <sup>th</sup> floors of RBI, Main Office Premises, Kolkata and Zonal Training Centre, 8, Council House Street, Kolkata, and 140 decorative potted plants for other areas of RBI, Main Office Premises, Kolkata with the said Contract with effect from July 01, 2025 to March 31, 2026 with the following terms and conditions.
(i) The name of the uncommon and rare plants to be supplied for 4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> floors are 1. Anthurium Andreanna Variety, 2. Cordyline Terminals Variety, 3. Neoregelia Carolinaca Variety, 4. Philodendron Variety, 5. Sansevieria Trifasciata Laurentii etc. at a rate of per plant per month.
(ii) And those for other places of MoP and ZTC are a) Aglaonema variety, b) Calathea Variety c) Dieffenbachia variety, d) Ficus variety, e) Monstera variety, f) Pleomele variety, g) Syngonium variety, i) Polypodium variety, j) Plum variety, k) Thauja/ Junipers plants at the rate of per plant per month.
(iii) The rate of supply and maintenance charges of 135 nos. plants of exotic variety will be fixed at the rate of per plant per month and others 360 nos. will per plant per month. All the plants will be bushy, 2.5 ft. high and in 8 inches earthen pots, the rates are exclusive GST which will be applicable as per Government rules.
(iv) The Bank having accepted the quotation for maintenance of Entire Garden areas in the Main Office Premises (MOP) and Zonal Training Centre (ZTC), RBI, Kolkata for; the rate are exclusive GST which will be applicable as per Government rules.
(v) Supply of 140 Nos, Seasonal Flowering Potted Plants at RBI, Kolkata per plant per month, other Governments' charge is not applicable.
(vi) Supply of requisite nos. Seasonal Flower Vase for Senior Officer's cabin per vase per month (The flowers to be changed Monday & Thursday every week), other Governments' charge is not applicable.
(vii) The above (para v & vi) rate quoted is inclusive of Governments' charges, wages,

PF & ESI etc. of labour, all materials and tools as also the cost of carrying and loading-

unloading etc.;

- **(viii)** The Contractor will make arrangement for meeting the liabilities relating to PF & ESI etc.:
- (ix) The Contractor possess a valid licence issuing by Competent Authority for undertaking such work;
- (x) The Contractor comply with all laws, Bye-laws, Regulation and Rules framed under various laws, from time to time;
- (xi) The person(s) engaged by the Contractor should be sound in mind, health and amiable in disposition. He should not be under the influence of alcohol/drugs while on duty;
- (xii) The person(s) deployed by the Contractor you shall not be child labour within the meaning of "Child Labour" (Prohibition & Regulation) Act 1986.
- (xii) The Contractor will provide proper liveries to the person engaged by him.
- (xiv)The above contract may be terminated by either party and the same may be done by giving one month's notice to the other.
- (xv)The plants to be supplied by the Contractor should be bushy and with healthy foliage.
- (xvi) Regular cleaning of plants leaves and pots must be carried out by the Contractor.
- (xvii) Plants supplied by the Contractor must be of uniform growth.
- (xviii) Plants must be changed/rotated frequently.
- (xix) There should not be burnt leaves; and
- (xx) The renewal of contract and payment of bill depend on the satisfactory services rendered by the Contractor.
- (xxi) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect of the complaint.
- (xxii) 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.
- (xxiii) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incidence 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.
- (xxiv) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (xxv) The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Agency shall treat the details of

the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied.

(xxvi) The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### Terms and Conditions -

- i. The contractor shall be paid based on the biometric attendance/ Swagat based attendance system or any other attendance system implemented by Bank for registering the attendance of contractual staff deployed by them. Payment shall be calculated on a per-day basis as per actual attendance recorded in the aforementioned system. Any absence, whether partial or full, shall result in a corresponding deduction. No manual attendance entries shall be considered for the calculation of wages unless it is certified by the Caretaker of the Main Office Premises/ZTC/ Museum/ Colonies and Security Officer of the Bank. The RBI's decision on attendance and payment shall be final and binding.
- ii. The terms and conditions as stipulated in the Tender Document no. RBI/Kolkata Regional Office/HRMD/3/25-26/ET/136[E-Tender for supply of plants] dated May 26, 2025 shall be read as part and parcel of the agreement.
- iii. Under no circumstances, there shall be employer and employee relationship between the Bank and the agency / contractor /its persons engaged for the purpose of the work. The agency / contractor shall ensure that its persons leave the premises of the Bank after their duty hours. The persons deployed by the agency / contractor for the maintenance of garden, plants, etc. will have no right for employment in the Bank.
- iv. The Contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank as and when required.
- v. The agency / contractor shall engage 4 competent persons for managing the maintenance of gardens, plant, etc. Expenses on account of payment of salary / wages / food / Uniform, and other benefits including statutory payments like PF, ESI,

Gratuity, Bonus, etc., to the employees shall be met by the agency / contractor. The agency / contractor shall have full control over its employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The agency / contractor shall be solely responsible for any claim arising out of employment or termination of its employees and for statutory payments. vi. The agency shall deploy persons in such a way that they get weekly rest and the Working hours / leave for which the work is taken from them do not violate any applicable law. The agency shall arrange to provide reliever, equally qualified and competent, in case of absence/ leave/ off etc. of the personnel deployed. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incurred, he shall without prejudice to any other liability, pay to the Bank, a sum as may be claimed by any person / client.

vii. Indemnity Clause: The contractor shall indemnify and keep the Bank indemnified against all claims, damage, injury, harm caused due to and/or the negligence, attributable to of the deficiency, wilful neglect employees deployed by the contractor. Further, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it shall be the primary responsibility of the contractor to contest the same. Further, the contractor shall ensure that no financial or any other liability comes on the Bank in this respect of any nature whatsoever and shall keep the Bank indemnified in this respect.

viii. Tenancy Rights - Nothing herein contained shall be construed to create any tenancy in favour of the contractor and the Bank may, in accordance with the terms specified herein, at any time effect the termination of the contract, re-enter, take and absolutely retain possession of the premises provided by the Bank to the contractor for due execution of the contract and evict the personnel deployed by the contractor. ix. In the event that the Bank, as Principal Employer is required/called upon to pay any amount to the contract labourers engaged by the contractor due to lapse or, default on the part of contractor in discharging obligations towards the contract labourers in terms of any law in force, the contractor shall be liable to reimburse such amount paid to the Bank.

x. In case any personnel of the Agency is injured during the course of performing his duty/their duties it shall be the sole responsibility of the Agency to extend all medical help, financial help etc. without charging any cost to the Bank.

xi. In case the Bank is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency/ Agency itself, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency.

xii. Right of Bank to terminate the contract in the event of death of Vendor if individual: a. Without prejudice to any of the rights or remedies under this contract, if the Vendor, being an individual/sole proprietor, dies, the Bank shall have the option of termination of the contract without incurring any liability for such termination. b. In the event of termination of the contract, for any reason whatsoever, the Vendor or persons employed by him or his/her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

xiii. Subletting: The agency / contractor shall not sublet, transfer or assign the contract or any part thereof to any third person/agency / contractor / organization without the prior written approval of the Bank.

xiv. It may also be noted that the terms and conditions specified herein are not exhaustive in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further terms and conditions with mutual agreement at the time of executing the agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this etender.

xv. Language: This Agreement has been executed in English and Hindi. If Hindi translation of this Agreement conflicts with the English version or contain terms in addition to or different from the English version, the English version shall prevail.

### **STAMP DUTY**

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

#### **OTHER LIABILITIES/INDEMNITIES -**

The Contractor shall ensure payment of minimum wages to the workman employed by him/them/it and obtain their signature or thumb impression on the wage slip in the presence of the RBI's authorized officer assigned for this work. The register / Bank Statement shall be submitted to RBI after every payment to the workmen. In addition, he/they/it will /shall provide essential amenities like drinking water, first aid facility etc. to his/her/its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The Contractor has to give undertaking on Non judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him/it for completion of that particular job/work at the rate which is not less than the one prescribed under the Minimum Wages Act.1948 and also keep RBI indemnified against all the actions that may be initiated against RBI by the Statutory Authorities for his/her/its failure to pay such wages and provide the essential amenities.