



**Reserve Bank of India
Estate Department
Lucknow**

**Notice Inviting Tender (NIT)
(Only through e-Tendering portal)**

**Annual Maintenance Contract for Horticulture and Gardening work in Bank'
Residential Premises at Aliganj Staff Quarters and Laplace Quarters, Lucknow**

Reserve Bank of India invites E-Tender for Annual Maintenance Contract for providing Horticulture and Gardening work at Bank' Residential Premises at Aliganj Staff Quarters and Laplace Quarters, Lucknow from eligible firms/agencies. This is an Open Tender. Only those firms who are registered on Common Public Procurement Portal (CPPP) will be able to participate in the tendering process. The tender document for viewing /download will be available from 05:00 PM onwards on October 12, 2026, from the website <https://etenders.gov.in/eprocure/app> and is also available on website https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx for download.

2. This is a two-cover e-tendering process. In the first e-cover, the proof of EMD submission and Part I (Techno-Commercial Bid) of only those bidders who have submitted the EMD on or before the due date to the Bank. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the bidders. The second e-cover i.e., Part-II (Price Bid) of the tender will contain the Bank's bill of quantities/services required and bidders' price bid to be submitted online on CPPP.

3. The duly filled in tender documents shall be uploaded on CPPP <https://etenders.gov.in/eprocure/app>. All Pre-Qualification (PQ) papers shall be uploaded only on CPPP and the same will be downloaded at the time of opening of first e-cover i.e., Part-I of the tender for examination by the Bank.

The Schedule of e-Tender is as follows:

E-Tender No.	2026_RBI_294130
Mode of Tender	e-Procurement System (First e-cover containing proof of EMD, Part I - Techno-Commercial Bid and Second e-cover i.e., Part II - Price Bid) The tendering would be done only through the CPPP (https://etenders.gov.in/eprocure/app)
Estimated Cost	₹15,57,982.00 (Fifteen Lakh Fifty-Seven Thousand Nine Hundred Eighty-Two Only)

Earnest Money Deposit (EMD) through DD/NEFT/BG and intimate/ forward the transaction details UTR number to edlucknow@rbi.org.in and upload on (https://etenders.gov.in/eprocure/app)	₹31,160.00 a) NEFT Account Name: Reserve Bank of India Lucknow Account type: Current Account Account No: 186003001 IFSC Code: RBIS0LKPA01, (Please read 0 as zero) Proof of remittance 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 edlucknow@rbi.org.in . b) Demand Draft/Bank Guarantee: In favour of Reserve Bank of India to be delivered in physical form at 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
Date of availability of E-Tender Document for download on CPP portal /RBI website	October 12, 2026, from 05:00 PM onwards
Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid) at	October 12, 2026, from 05:00 PM onwards
Date and time of Pre-bid meeting	October 14, 2026, at 11:00 AM Venue: Estate Department, 3 rd Floor, RBI, 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
Date of Publishing minutes of Pre-bid meeting on RBI website/CPPP	October 16, 2026
Last date and time of submission of EMD	October 26, 2026, till 02:00PM (must be reflected in our account)
Last Date and time of submission of Tender	October 26, 2026, till 02:00PM
(i) Date and Time of opening of Part I (Techno-Commercial Bid) (ii) Date of opening of Part II (Price Bid)	(i) October 27, 2026, 03:00 PM (ii) Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email.
Date of availability of E-Tender Document for download on CPP portal /RBI website	October 12, 2026, from 05:00 PM onwards

Intending tenderers shall pay as earnest money a sum of **₹31,160** by way of NEFT/DD/Bank Guarantee to Reserve Bank of India, Lucknow.

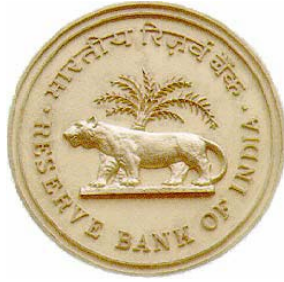
Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility (mentioned in the tender document- Part-I) and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

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 also reserves the right to reject all the tenders without assigning any reason thereof.

Any amendments/ corrigendum to the tender, if any, issued in future will only be notified on the RBI Website/CPPP Website as given above and will not be published in the newspaper.

**Regional Director
Reserve Bank of India
Lucknow**



**Reserve Bank of India
Estate Department
Reserve Bank of India Lucknow**

E-Tender for

**Annual Maintenance Contract for Horticulture and Gardening work in
Bank' Residential Premises at Aliganj Staff Quarters and Laplace
Quarters, Lucknow**

Part – I

(Techno commercial bid)

**Regional Director,
RBI Lucknow
8-9, Vipin Khand,
Gomti Nagar, Lucknow, Uttar Pradesh 226010**

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Section-I

Notice Inviting E-Tender (NIT)

Annual Maintenance Contract for Horticulture and Gardening work in Bank's Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow

The Reserve Bank of India Lucknow invites open E-tender in two parts for captioned services/work. The estimated cost of the services/work is **₹15,57,982.00**.

2. Eligibility Criteria: Section III clause 4

3. The e-tender will be hosted by **Central Public Procurement Portal (CPPP)** <https://etenders.gov.in/eprocure/app> as third party on behalf of Reserve Bank of India (hereinafter called the Bank). Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at **Annexure II**. E-Tender shall be submitted online in two parts. Part I of the e-tender will contain the standard technical and commercial conditions for the proposed services/work and Part II of the e-tender will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is an e-tender bid, and the bidders are not required to be present for opening.

4. The Bank is under no obligation to accept the lowest bid and reserves the right to accept any tender either in whole or in part. The Bank reserves the right to reject any or all tenders at its sole discretion, without providing any reason therefor.

5. The Bank reserves the right to issue addendum/ corrigendum/ minutes/ pre-bid meeting, which shall be published solely on the official website of RBI and CPPP. Such updates shall form an integral part of the tender document, and no separate notification will be sent to the individual bidders. It is the sole responsibility of the bidder to monitor these portals for any amendment/s.

6. The schedule for the tender (SOT) is as follows

i.	E-Tender No.	2026_RBI_294130
ii.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app)
iii.	Estimated Cost	₹15,57,982.00 Fifteen Lakh Fifty-Seven Thousand Nine Hundred Eighty-Two Only
iv.	Time period for completion of the services/work	March 31, 2027/ Annual Maintenance Contract The same may be renewed on yearly basis for the next two years subject to the agency fulfilling the terms of the contract satisfactorily.
v.	Earnest Money Deposit (Only through NEFT/Demand Draft/ /Bank Guarantee)	₹31,160.00 a) NEFT Account Name: Reserve Bank of India Lucknow Account type: Current Account Account No: 186003001 IFSC Code: RBISOLKPA01, (Please read 0 as zero)

		Proof of remittance 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 edlucknow@rbi.org.in. b) Demand Draft/Bank Guarantee: In favour of Reserve Bank of India to be delivered in physical form at 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
vi.	Date of availability of E-Tender Document for download on CPP portal /RBI website	October 12, 2026, from 05:00 PM onwards
vii.	Starting date of e-tender for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid) at	October 12, 2026, from 05:00 PM onwards
viii.	Date and time of Pre-bid meeting	October 14, 2026, at 11:00 AM Venue: Estate Department, 3rd Floor, RBI, 8-9, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010
ix.	Date of Publishing minutes of Pre-bid meeting on RBI website/CPPP	October 16, 2026
x.	Last date and time of submission of EMD	October 26, 2026, till 02:00PM (must be reflected in our account)
xi.	Last Date and time of submission of Tender	October 26, 2026, till 02:00PM
xii.	a. Date and Time of opening of Part I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	October 27, 2026 03:00 PM Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email.
xiii.	Name of officers regarding any clarification on this tender /forwarding the detail of EMD etc.	Name: Dishant Chandrayan, Manager Ashish Singh, Assistant Manager Email: edlucknow@rbi.org.in Phone: 0522-4667345, 0522-4667326

Regional Director,
RBI Lucknow
8-9, Vipin Khand,
Gomti Nagar, Lucknow, Uttar Pradesh 226010

Section II
Form of Tender

Shri Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Madam/ Dear Sir,

Having examined the specifications, designs and bill of quantities relating to the services/works specified in the Memorandum hereinafter set out and having visited and examined the site of the services/works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Tender, I/we hereby offer to execute the services/works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached bill of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions (General and special) of Tender, Articles of Agreement, special condition of contract, general condition of contract hereinbefore referred to, specifications, data sheet and Bill of quantities 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)	Name of services/works	E-Tender for Annual Maintenance Contract for Horticulture and Gardening work in Bank's Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow
(b)	Estimated cost	₹15,57,982.00
(c)	Payment Terms	As per clause 5 of Section V Part I of tender
(d)	Earnest Money Deposit	₹31,160.00
(e)	Performance Bank Guarantee	As per clause 2 of Section V Part I of tender
(f)	Contract Period	As per clause 1 of Section V Part I of tender

2. We also agree that our tender will remain **valid for acceptance by RBI/the Bank for 90 days** from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the **Bank Guarantee /NEFT towards earnest money deposit (EMD)** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma ([Annexure VII](#)).
3. Should our tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract. In the event of any default on our part, we acknowledge the Bank's right to forfeit

our Earnest Money Deposit [EMD] and agree to pay the Bank or its successors, or assignees or nominees, any such sums of money as are stipulated in the said conditions.

4. Should our Tender be accepted; we hereby agree to abide by and fulfil all the terms and conditions of the Tender. In the event of any default thereof, we acknowledge the Bank's right to forfeit ₹ 31,160.00 and agree to pay to the Bank or its successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
5. We acknowledge that you reserve the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reason thereof. If we fail to execute the Contract when called upon to do so, we hereby agree that EMD deposited shall be forfeited by the Reserve Bank of India.
6. We hereby declare that we shall treat the tender documents and other records connected with the work as secret/confidential documents. We undertake not to communicate any information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same nor shall we use the information in any manner that could be prejudicial to the safety, security, or interests of the Reserve Bank of India.

Dated thisday of 2026.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed as per format [Annexure I.](#))

Section III
A. General Instructions to Bidders

1. This is an open e-tender enquiry in two parts i.e. Part I (Techno Commercial) I and Part II (Price bid). Only those bidders who are qualified for the services/work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender.

2. **Brief Scope of services/work:** A brief scope of the services/work is as below:

Garden maintenance activities require semi-skilled and Unskilled gardeners because it involves knowledge of plant varieties, pruning, pest control, and soil management. Gardeners will perform duties of horticulture, handling landscaping, pesticide application, and plant propagation. Semi-Skilled Mali will perform standard gardening tasks like watering, basic pruning, and lawn mowing work. Semi-skilled workers may also be tasked other gardening related works like weeding, sweeping, moving heavy materials, landscaping works and OWC operator etc. Contractor will control the work/operations at the site and to keep strict control over the labourers. The work shall be carried out under the strict control, guidelines, and supervision of Contractor. It shall also be the duty of the contractor to take instructions from the competent authority in the Bank and follow them on a day-to-day basis. The contractor shall deploy adequate experienced gardeners to carry out the work in time as per the contract.

However, detailed scope of the services/work is mentioned at **Section VIII** of this tender.

3. **E-Tender on CPPP:** The procedure for e-tendering has been detailed at [Annexure II](#). The details of firms required to be furnished in format specified at [Annexure III](#). The estimated cost of the services/work with completion period has been mentioned in Section I.

4. **Eligibility Criteria:** Firm must have fulfilled following eligibility criteria.

4.1 **Duration of experience:** Should have minimum 5 years of experience of executing similar services/works* (during last 5 years ending last day of month previous to the one of which tenders are invited). Bidder should furnish their client list showing the details of services/work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of services/work executed, Date of Start and Finish of the services/work, Reasons of delay, if any, etc. The bidder should submit documentary evidence in support of minimum experience of 5 years (i.e., If the advertisement is issued in the year 2026, then the bidder should have undertaken services/work in 2021).

and

4.2 **Minimum value of each completed services/work (qualifying):** Experience of having successfully completed similar services/works during last 5 years ending last day of month previous to the one of which tenders are invited should be either of the following:

i. Three similar completed services/works each costing not less than the amount equal to 40% of the estimated cost.

a. or

ii. Two similar completed services/works each costing not less than the amount equal to 50% of the estimated cost.

a. or

iii. One similar services/work costing not less than the amount equal to 80% of the estimated cost.

* **Similar services/work:** (a) Annual Maintenance Contract for Landscaping, Gardening, Horticulture and Grass Cutting in residential buildings / Financial Institutions / Multi-storied office building premise or any other types of buildings including shopping malls etc. OR (b) in Landscaping, Gardening, Horticulture and Grass Cutting and related works

and

4.3 **Yearly turnover:** 100% of estimated cost or more during the last three financial years ending 31st March 2026.

and

4.4 **Solvency:** Should furnish solvency certificate issued by the bidder's banker, specifically for the purpose of the services/work, for an amount equal to the estimated cost of the services/work.

and

4.5 **Service setup:** Full-fledged service setup should be available for the specified job at Lucknow Uttar Pradesh.

4.6 The Bidders should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-Tendering process.

i.	Details of bidder	Full particulars (whether Bidder is an individual, or a partnership firm, or a company etc.) of the composition of the firm of bidders in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/Attorney/any other relevant document. Refer: Annexure I & III
ii.	Services/work experience & Completion of similar services/works of specified value during the specified period	(i) Bidder should fill up the information in Annexure IV annexed hereto indicating client-wise names of Similar Services awarded and actual cost(s), completion date stipulated in Contract and actual date of completion, etc. and should submit along with the documentary evidence as proof of minimum five years of experience of completed Similar Services* viz. a) Copies of detailed services/work order/s and agreement, indicating date of award, Contract amount, scope of the services/work/services, time given for completing the services/work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar services/work/s issued by the client(s). For services/works executed for government /public sector companies and copies of services/work order, agreement, services/work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for services/works executed for private companies. (ii) The details along with documentary evidence of previous experience, if any, of carrying out services/works for the Reserve Bank of India at any other office should also be given.

iii.	Credit worthiness of the bidder and their turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the firm duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
iv.	Service setup	Certificate from the bidder/any other valid document in support of having a full-fledged service setup at Lucknow Uttar Pradesh should be enclosed. (Annexure III)
v.	Client certificates	In the format Annexure V preferably from each client.
vi.	Solvency/ Banker Certificates	In the format of Annexure VI

4.7 The bidder has maintained an office at the place of contract for at least one year prior to this tender, evidenced by a Shops and Establishments registration, a recent utility bill for that office, and/or a leave-and-licence agreement for that address.

4.8 Bidder, intending to apply, will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility. The bank reserves the right to reject the candidature of any bidder who fails to do so. While the Bank retains the right to request clarification or missing administrative certificates and independently verify them, any document found to be fabricated, forged, or altered will lead to immediate rejection of the bid and potential debarment.

4.9 The Bank shall obtain reports on the past performance of the bidders from their clients and bankers alongside validating submitted solvency certificates. Evaluation of the said reports shall be completed before opening of the Part-II of the tenders. If any bidder is not found to possess the required eligibility at any stage of the process, or if his performance reports received from his clients/bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part - I of the tender. Consequently, his Part II bid will not be opened and the EMD shall be returned to him in its original form. The Bank is under no obligation to assign any reason for such actions.

5. Tendering Process:

- The tenders for the above services/work in **two parts** i.e., **Part I** containing commercial-technical bid of captioned tender, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part II** containing only rates need to be uploaded at CPP portal as per NIT.
- Part I of the tender will be opened at the date and time mentioned in the NIT.
- Part II of the eligible bidders will be opened on a subsequent date under intimation to all the bidders. The detail evaluation criteria is mentioned in **Section III(A)**.

Note: All the information/Annexures called for, shall be complete in all respects and to be uploaded in CPP portal with supporting documents. Information furnished on sheets other than those supplied may not be considered.

6. **Earnest Deposit Money (EMD):** Intending bidders shall pay as Earnest money deposit a sum mentioned at Section- I of NIT by way of NEFT to the Bank or by a Demand Draft drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Lucknow. Alternatively, the bidder may also furnish an irrevocable Bank Guarantee/eBG from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed ([Annexure VII](#)). The Bank Guarantee submitted towards EMD shall remain valid minimum up to 90 days from the last date of

submission of tenders. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid / Part I and also to be sent by email as mentioned in NIT. No interest shall be paid on EMD. A tender, which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

7. The EMD of the unsuccessful bidders shall be returned after award of services/work to the successful bidder. The EMD of the successful bidder shall be returned after submission of requisite Bank Guarantee towards security deposit (Refer Clause 2 of section V) for completion period.

i. **EMD shall be forfeited if the Bidder:**

- a) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
- b) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
- c) has been blacklisted by any Government agency and the blacklisting is in force as on date of notice inviting the tender.
- d) withdraws bid after opening of the price bid.
- e) fails to commence the services/work awarded within the prescribed time limit.
- f) fails to sign article of agreement within 14 days after issue of services/work order.

8. **Pre-bid Meeting:** A pre-tender briefing meeting of the bidders will be held on date and place as per NIT, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. Further, Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder.

- i. All communications regarding points requiring clarifications shall be given in writing/email to the email/address mentioned in NIT by the eligible bidders one day before said meeting.
- ii. All firms are required to attend the Pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of Pre-bid meeting will be entertained thereafter. If a firm does not attend the Prebid meeting, no clarification in future will be entertained and Minutes of Pre-Bid meeting shall be binding on them.
- iii. Inclusion/submission of any deviations in the tender conditions in Part I of the tender after Pre-bid meeting may be liable for rejection.
- iv. The minutes of Pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process, if any, will be hosted on the Bank's website and CPPP only and shall not be published in any Newspaper.

9. **Validity:** Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part I of the Tender. This period may be extended by mutual agreement in writing and the bidder shall not cancel or withdraw the tender during this period.

10. **Language:** The Tender form shall be filled in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation.

11. **Rates in price-bid (Part II):** All the payment will be made in Indian Rupee (₹)

- i. The rates quoted shall be firm and shall not be subjected to variations in exchange rate, duties, local levies, GST, custom duty, excise duty, octroi, import/export license fee or any other taxes/ duties imposed by state/ local bodies.

- ii. **Wages to services/workers:** The Contractor shall comply with all applicable labour laws, rules, and regulations as framed by the Central and State Governments, including but not limited to those relating to minimum wages, ESI, EPF, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, and related statutory provisions. All tools, materials, peripherals etc., procured by the bidder. **Statutory Cost mentioned in Item no.2 of Part II will be reimbursed to contractor based producing the challans of EPF, Bonus etc.**
 - iii. The rates inclusive of insurance cover as mentioned in the special conditions of the contract.
12. **Successful bidder:** as per evaluation criteria mentioned at Section III (A).
13. **Article of Agreement:** On receipt of formal intimation/ letter of Award/work order of the acceptance of his/their tender from the Bank, the successful bidder shall be contractually bound to sign/execute an **Article of Agreement** (as per format [Annexure-VIII](#)) within 14 days from the date of issue of work order. The agreement should be executed on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be borne entirely by the bidder. If the successful bidder fails to sign and execute the formal Article of Agreement within 14 days from the date of issuance of the work order/Letter of Award, such failure shall constitute a breach of the tender conditions. In such an event, the Bank reserves the absolute right to:
- i. **Cancel the award** of the contract.
 - ii. **Forfeit the Earnest Money Deposit (EMD)** absolutely, without any notice or financial liability to the bidder.
 - iii. **Blacklist or debar** the bidder from participating in future tenders of the Bank for a specified period.
14. **Debarment/court case:** i. If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure X](#).
- ii. The bidder shall submit the undertaking on declaration of debarment as per the [Annexure XIII](#).
15. **Conformity to the rules on Contractor from Countries sharing Land Border with India:** The instruction / rules issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, in respect of bidders from countries sharing land border with India and subsequent revisions and Public Procurement Orders issued in furtherance thereto shall be mandatory. In this regard, bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in [Annexure XII](#).

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Section III (A) Evaluation Criteria

Tenders will be evaluated based on the eligibility criteria mentioned in Section III (A) after opening the first e-cover i.e., Part I (Techno-Commercial Bid), of only those bidders who have submitted the EMD on or before the due date. The proof of the submission of EMD should be uploaded in the first e-cover.

2. The bidders must submit all the requisite documents prescribed in the tender document in the first e-cover i.e., Part I (Techno-Commercial Bid). Only those tenders, which meet the eligibility requirements, shall be processed further. The correctness /legality and adequacy of information and supporting documents furnished will be verified /examined by the Bank. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates. Bidders must also ensure that all uploaded files are readable and uncorrupted. If any uploaded document is unreadable, corrupted, or otherwise inaccessible to the Bank, the Bank shall bear no liability or responsibility, and reserves the right to reject the bidder's candidature without further consideration.

3. Price bids submitted by bidders who do not meet the technical eligibility criteria will not be opened. Notification of their disqualification will be communicated to them.

4. The second e-cover i.e., Part II (price bid) of all the bidders who qualified in Part I (Techno-Commercial bid) will be opened for financial evaluation.

5. The bidder with the lowest price (L1) / H1 shall be considered for the Award of Contract and called successful bidder. In case the lowest tendered amount of two or more bidders is the same, then such lowest bidders may be asked to submit a revised offer quoting discount on their already quoted tendered amount in a sealed envelope. Further, if any such lowest bidder does not revise his/her bid on lower side, his/her original bid shall remain valid for further processing. The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount of two or more bidders received in the revised offers is again found to be equal, then the firm with *the highest average turnover for last three financial years* shall be considered for the award of contract.

Section IV

General Conditions of Contract

Interpretation Clause

In construing these Conditions, the Scope of services/work, Specifications, Bill of quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

i.	"RBI"	Shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai– 400001 and having its Regional Offices at various places.
ii.	"Bank"	Shall mean The Reserve Bank of India and shall include its assigns and successors.
iii.	"Tender document"	Shall mean document named as such issued by the Bank to the Contractors inviting Bids for the Project.
iv.	"Bidder"	who submits the bids/tenders. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
v.	"Contractor "	"Contractor" is the successful bidder who has been officially awarded to execute the services/work. It may be partnership firm, individual firm or a company. Legal representatives of a deceased partner.
vi.	"Site"	Shall mean the site of the contract services/works including any Building and erections thereon and any other land (inclusively) as aforesaid allowed by the Bank for the Contractor's services/work.
vii.	"Contract"	Shall mean and include all the sections of the tender document, corrigendum, corresponding letters, services/work order, Articles of Agreement, CAMC agreement and minutes of Pre-bid meeting, etc. attached hereto and duly signed.
viii.	"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. The communication delivered by any accepted electronic means shall also be deemed to be notice in writing.
ix.	"Act of Insolvency"	Shall mean any Act of Insolvency as defined by the Insolvency and Bankruptcy Code (IBC), 2016 or any amendments thereto.
x.	"Net Prices"	The price of item mentioned in Part II of the tender hosted on at CPPP.
xi.	"Market Rate"	Shall be the rate as decided by the Bank Engineer-in-Charge on the basis of the cost of materials and labour at the site where the services/work is to be executed plus the percentage mentioned in clause 12(e) to cover all overheads and profits.

xii.	"The services/works"	Shall mean name of the tender mentioned in the NIT.
xiii.	Day/Month/Year	Shall mean Calendar Day/month/year
xiv.	Services/working Day	Shall mean the days when the Bank is services/working i.e. Days excluding Public holidays, Saturdays and Sundays
xv.	Engineer-in-charge/Bank's Engineer/Bank's representative	Means the Officer employed and paid by the Bank and acting under the orders of the Bank who shall supervise and be In-charge of the services/work. All services/works to be executed under the contract shall be executed under the direction and subject to the approval of the Bank's representative in all respects.
xvi.	Manufacturer	Refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
xvii.	Contractor's Services/works or Manufacturer's Services/works	Shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Services/works".
xviii.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful contractor and quantities mentioned in the Bill of quantities (Price Bid) and as accepted by the Bank and indicated in the letter of award of services/work.
xix.	Contract Period	Shall mean the period specified in the tender document for execution of the contract/ completion of the services/work, including any authorized period extended period by the Bank
xx.	Contract Agreement	Shall mean the agreement signed between the Bank and the Contractor for the execution of the contract.

2. **Scope of Contract**

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

- i. The variation or modification of the design, quality, or quantity of services/works or the addition or omission or substitution of any services/work.
- ii. Any discrepancy in the Specifications.
- iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- iv. The removal and/or re-execution of any services/works executed by the Contractor.
- v. The dismissal from the services/works of any persons employed by the Contractor thereupon.
- vi. The opening up for inspection of any services/work covered up.
- vii. The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any services/work comprised in such the Bank's instructions. Verbal instructions, directions and explanations given to the

Contractor or his representatives upon the services/works by the Bank shall, if involving a variation, must be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Bank, such shall be deemed to be the Bank's instructions within the scope of the Contract. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3. **Variations to be approved by the Bank**

All the variation in the scope of the services/work shall be approved by the Bank's representative. The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The Bank shall not be liable for payment of such variations until these statements are approved by the Bank's representative.

4. **Contractor to provide everything necessary at his cost**

The Contractor shall provide at his cost, everything necessary for the proper execution of the services/works according to the intent and meaning of the Bill of quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Bill of quantities and Specifications, shall immediately and in writing refer same to the Bank who shall decide which is to be followed. The Contractor shall provide all services/works under this specification in full accordance with Health and Safety Regulations.

5. **Setting out of services/work**

The Contractor shall set out the services/works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the services/works, the Contractor shall, if so required, at their own expense, rectify such error to the satisfaction of the Bank.

6. **Materials and workmanship to conform the descriptions**

All materials and workmanship shall so far as procurable be of the respective kinds described in the Bill of quantities and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require.

7. **Contractor's superintendence and representative on the services/works**

The Contractor shall provide all necessary personal superintendence during the execution of the services/works, and as long thereafter as the Bank may consider necessary until the expiration of the contract stated in the Appendix hereto. Any directions, explanations, instructions, or notices given by the Bank to such representative shall be held to be given to the Contractor.

8. **Dismissal of Workmen**

The Contractor shall on the request of the Bank's representative, immediately dismiss any person employed thereon by him from works/services who may, in the opinion of the Bank's representative, is incompetent or committed any misconduct and such persons shall not be again employed on the services/works, without the permission of the Bank's representative.

9. **Access to Services/works**

The Bank and their respective representatives shall have free access to the services/works and/or the services/workshops, factories, or other places at all reasonable times where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Bank except the representatives of public authorities shall be allowed on the services/works at any time.

10. **Assignments and Sub-letting**

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

11. **Alterations, additions, omissions etc.**

No alteration, omission or variation shall vitiate this Contract but in case the Bank thinks proper at any time during the progress of the services/works to make any alterations in or additions to or omissions from the services/works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any services/work extra to or make any alterations or additions to or omissions from the services/works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Bank in accordance with the provisions of Clause 12 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

12. **Ascertainment of prices for extras, etc.**

The Contractor may, when authorised by the Bank, add to, omit from, or vary the services/works shown upon the drawings, or described in the Specification, or included in the Bill of quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction issued by the Bank shall be deemed to have been given in writing, provided it is confirmed by the Bank in writing within seven (7) days of issuance of such instruction/direction.

No claim for any extra work/service shall be allowed unless it shall have been approved by the Bank. Any such extra work/service is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- i. (a) The net rates or prices in the original tender shall determine the valuation of the extra services/work where such extra services/work is of similar character and executed under similar conditions as the services/work priced therein upto 25% increase of quantity.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of quantities.
- ii. The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of services/works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

- iii. Where the extra services/works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of services/works are carried out or if the amount of any omission or additions, relative to the amount of the whole of the Contract services/works or to any part thereof shall be such that in the opinion of the Bank the net rate or price contained in the Priced Bill of quantities or tender or for any item of the services/works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- iv. Where extra services/work cannot be properly measured or valued, the Contractor shall be allowed day services/work prices at the net rates in accordance with the local day services/work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank at or before the end of the week following that in which the services/work has been executed.
- v. It is further clarified that for all such authorised extra items where rates cannot be derived from tender or the quantity of any of the tender items increases 25% beyond the Bill of Quantities, the contractors shall submit rates supported by the rate analysis services/worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead, and profits. Such item will not be eligible for the escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of any bill measurement" stated in the Appendix, or if not stated then within 15 days of the completion of the contract services/works.

13. **Removal of improper services/work**

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

14. **Nominated Sub-Contractor**

All Specialists, Merchants, Tradesman, and others executing any services/work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Bill of quantities and/or Specifications, who may be nominated or selected by the Bank are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the services/works against whom the Contractor shall make reasonable objection or (save where the Bank and Contractor shall otherwise agree) who will not enter into Contract provided:

- i. That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- ii. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- iii. Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Bank may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between the Bank and Sub-Contractor.

15. **Date of Commencement and Completion**

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Bank and he shall thereupon and forthwith begin the services/works and shall regularly proceed with and complete the same as mentioned in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

16. **Failure by Contractor to comply with the Bank's instructions**

If the Contractor after receipt of written notice from the Bank requiring compliance within ten days fails to comply with and the Bank may employ and pay other persons to execute any such services/work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank as a debt or may be deducted from any moneys due to the Contractor.

17. **Termination of Contract by the Bank**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Bank determine that the Contractor

- i. has abandoned the Contract, or
- ii. has failed to commence the services/works, or has without any lawful excuse under those Conditions suspended the progress of the services/works for 14 days after receiving from the Bank notice to proceed, or
- iii. has failed to proceed with the services/works with such due diligence and failed to make such due progress as would enable the services/works to be completed within the time agreed upon, or
- iv. has failed to remove materials from the site or to pull down, and replace services/work for seven days after receiving written notice that the said materials or services/work were condemned and rejected by the Bank under these Conditions or
- v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the services/works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the services/works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the services/works or by employing any other Contractor or other person or persons to complete the services/works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the services/works. When the services/works shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the services/works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.

18. **Termination of Contract by Contractor**

If payment of the amount payable by the Bank under certificate of the Bank's representative shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the services/works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all services/works executed

and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 19 hereof.

19. **Certificates and Payments**

(a) The payment for the works to be executed under this contract shall be made on a monthly basis and no variation in the mode of payment will be acceptable to the Reserve Bank of India. 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 PF payment etc. to be ensured as per 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. No Invoice would be accepted without the supporting document of Bank statement, ESI, if applicable, Gratuity, Bonus, if applicable and PF dues **Statutory Cost mentioned in Item no.2 of Part II will be reimbursed to contractor based producing the challans of EPF, Bonus etc.** Wages must be paid to the employees by the contractor and claimed thereafter from the Bank.

(b) The contractor shall submit the duly certified bill by P & S Cell officials to the Estate Department who shall finally scrutinize and certify prior to payment. Payment shall be made through E- mode (NEFT).

20. **Delayed Payment**

Any amounts payable by the Bank to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix in section VI, carry interest at the rate named in the Appendix in section VI as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank until the payment.

21. **Settlement of dispute by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the services/works (whether during the progress of the services/works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if either party is dissatisfied on any matter, the party 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 as per the procedure agreed upon herein. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators, as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the services/works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the services/works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the services/works. The Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract. The venue of arbitration shall be the centre/city in which the services/work is being executed.

22. **Right of technical scrutiny of bill**

The Bank shall have a right to cause a technical examination of the services/works and the bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Bank to recover the sum.

23. **The Bank entitled to recover compensation paid to workmen**

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

24. **Abandonment of Services/works**

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

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

25. **Right of the Bank to terminate Contract in the event of death of Contractor, if individual**

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

26. **Prevention of Sexual Harassment at services/workplace:**

- i. The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at services/workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm services/working in 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 or other firm’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 services/workplace and related issues.
- v. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

27. **Non – Disclosure clause:**

- i. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank’s infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the services/works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.
- ii. The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.

28. **Debarment/Disqualification:**

A contractor is liable for debarment / disqualification from bidding on the following grounds:

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

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the contractor with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the contractor and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process

or to secure a contract:

- a. failed to disclose conflict of interest.
- b. failed to disclose any previous transgressions made in respect of the provisions of sub-clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

- ii. For any actions or omissions by the contractor other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of services/works, sub-standard quality of services/works, failure to abide terms of the tender etc.
- iii. If the contractor has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

29. **Insurance:** The contractor shall, within 14 days from the date of issue of the services/work order, insure the services/works at his cost and keep them insured until the completion of services/works,

against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the employer i.e. "RESERVE BANK OF INDIA" being placed first in the policy). It shall cover the following risks.

- i. **Workmen compensation policy** for the employees of the contractor at site.
- ii. **Third party liability policy** with a limit of Rs 5 lakh per accident maximum auto 3 accident per year.
- iii. Contractor All Risk policy

Insurance sums insured: ₹5 lakh per person per accident, ₹2 lakh per accident for property damage, subject to a ₹25 lakh annual ceiling for both heads combined; submission within 14 days of award of work, with a 7-day grace period and a further 7 days permitted at a late fee of 0.1% of the policy amount per day thereafter.

Note: If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover **double the cost as penalty** thereof from the bill of the contractor or any other action as it deems fit.

30. Other obligation to contractor:

- i. The Contractor should employ only reliable and verified personnel. Complete details of all services/workers—such as valid identification proof, address proof, and two recent passport-sized photographs—must be submitted to the Bank prior to deployment.
- ii. Police verification for each services/worker is mandatory and should be arranged by the Contractor at their own cost.
- iii. The Contractor shall ensure that gardeners are suitably experienced.
- iv. In the event of any dispute, misconduct, theft, or burglary involving a service/worker employed by the Contractor, the Contractor shall be held solely responsible and shall take prompt and appropriate action to resolve the issue to the Bank's satisfaction.
- v. The Contractor must ensure payment of minimum wages to all deployed services/workers as prescribed under the Code on Wages 2019 or any other applicable laws. Any violation in this regard shall be treated as a serious default.
- vi. The Contractor shall comply with all applicable Labour laws, rules, and regulations as framed by the Central and State Governments, including but not limited to those relating to minimum wages, ESI, EPF, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, and related statutory provisions. Contractor shall submit the declaration in this regard as per [Annexure XI](#).

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Section (V) – Special Condition of Contract

1. **Contract Period:** Contract to be initially awarded for six months (November 16, 2026, to March 31, 2027) and the same may be renewed on yearly basis for the next two years subject to the agency fulfilling the terms of the contract satisfactorily. Quarterly review will be taken on the performance of the contractor. 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 two years.
2. **Performance Bank Guarantee (PBG):** The successful bidder shall submit a Performance Bank Guarantee (PBG) equal to 5% of the contract value within 14 days from the date of award of services/work. The PBG must remain valid for the entire contract period and must strictly adhere to the format provided in [Annexure IX](#). The Performance Bank Guarantee (PBG) may be submitted as an **ePBG** (electronic), a physical copy, or via NEFT for the equivalent amount.
3. **Penalty clause:** The payment will be made on Monthly basis. The maintenance of the garden during a particular period/month is found not satisfactory by the Bank, then it reserves the right to deduct upto 10% amount from the monthly bill of the contractor as it may deem fit. In case the bill is found in order in all respect, normally endeavour will be made to make payments of monthly bills within 45 days of receiving the bill except for reasons beyond control. Benchmark Performance of the contractor will be counted for exceeding quality benchmarks (e.g., 95%+ plant survival rate, zero pest infestations, timely completion of all activities). Upto 10% Deductions from bills may be applied for repeated failures to meet extended activity durations or manpower requirements.
4. **Calculation of minimum wages and Escalation in the wages:** Any escalation in wages during the contract period shall be governed by the Minimum Wages notification issued by the Central Government, and the differential amount shall be payable accordingly.
5. **Payment Terms: Monthly payment shall be done subject to submit the following documents along the bill.**
 - i. PF/ESIC of services/worker, wage slip, Certification by caretaker / Security Officer
 - ii. In addition, I.T. surcharge, TDS and any other statutory tax as per the Government rules.
 - iii. Statutory Cost mentioned in Item no.2 of Part II will be reimbursed to contractor based producing the challans of EPF, Bonus etc.
6. **Insurance sums insured:** ₹5 lakh per person per accident, ₹2 lakh per accident for property damage, subject to a ₹25 lakh annual ceiling for both heads combined; Contractor All Risk policy submission within 14 days of award of work, with a 7-day grace period and a further 7 days permitted at a late fee of 0.1% of the policy amount per day thereafter.
7. A Wage Analysis schedule is submitted with the price bid, itemizing the statutory minimum wage, statutory deductions, allowances, and the Agency's service charge or margin separately for each category of deployed personnel.

Section (VI) - Appendix Herein before Referred To

Ref to Clauses in General Condition of contract
Herein before referred to

15	Date of Commencement	As mentioned in the Work order
15	Date of Completion	31 March 2027 subject to renewal as per the terms of the contract.
19	Minimum value of services/works	As per the contract value
19	Period for honouring certificates of payment	45 days from the receipt of the bill
20	Interest for delayed payment	As per Bank rate

Ref to clauses in special condition of contract

1	Contract Period	Annual Maintenance Contract The same may be renewed on yearly basis for the next two years subject to the agency fulfilling the terms of the contract satisfactorily. Quarterly review will be taken on the performance of the contractor. 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 two years.
2	PBG	@5% of contract amount

Section VII

SAFETY CODE

1. First-aid appliances, including an adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for services/workers for all services/works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, required safety precautions should be taken.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Every opening in the floor of a building or a services/working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Services/workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding services/works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the services/workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the services/work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pins plugs and other appliances, and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances, i.e., welding, drilling, cutting m, etc. shall be safely and securely earthed to prevent leakage current while in operation.

5. Before commencing the welding services/work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, services/work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the services/work shall be provided by the Contractor to the services/workers to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the services/workers while services/working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the Centrals when equipment is not in use.
15. Wood-shavings and saw-dust generated from the services/work shall be collected on a daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the services/work shall be collected on a daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the services/workers while services/working beyond office hours.

Section-VIII

Scope of Services/work

1	Background:	Garden maintenance activities require gardeners because it involves knowledge of plant varieties, pruning, pest control, and soil management. Gardeners will perform duties of horticulture, handling landscaping, pesticide application, and plant propagation. Semi-Skilled Mali will perform standard gardening tasks like watering, basic pruning, and lawn mowing work. Semi-skilled workers may also be tasked other gardening related works like weeding, sweeping, moving heavy materials, landscaping works and OWC operator etc. Contractor will control the work/operations at the site and to keep strict control over the labourers. The work shall be carried out under the strict control, guidelines, and supervision of Contractor. It shall also be the duty of the contractor to take instructions from the competent authority in the Bank and follow them on a day-to-day basis. The contractor shall deploy adequate experienced gardeners to carry out the work in time as per the contract.
2	Requirement:	a) Keeping in view, the nature of duties 1 number of semi-skilled and 2 Unskilled gardener/Mali will be provided: (i) Gardener/Mali (06 days in week)- 01 Number (Semi-skilled) 02 Number (Un-skilled) b) The Malis will carry out the work of applying and spraying of Insecticides/Pesticides, weed killer etc. as per Specification, for making the trees disease free, the cost of Insecticides/Pesticides, weed killer etc. shall be borne by the contractor. The Insecticides/Pesticides should be safe for humans, pets, and environment. Directions of the manufacturer for safe storage of the product, proper disposal of unused product and/or the empty containers shall strictly be followed. Consider using organic products as far as possible and contractor shall use minimum 70% organic products of all products used. All spraying activities shall be extended to cover bi-weekly preventive treatments during peak pest seasons (March–June and September–November) and shall be documented with date, product used, area treated, and safety precautions taken. c) The contractor shall arrange for getting the soil tested from a standard laboratory if required, to ascertain its quality (physical and chemical) for healthy growth of grass, flowering plants and creepers, trees and ground covers etc. Testing charges of laboratory, carriage of samples from the Institute to the lab and cost of containers of the samples, and all labour and equipment for collecting the sample of soil shall be arranged by the contractor. The price for the same may be estimated while quoting rates. If any discrepancy is detected after the tests and improvement is needed, the same will be carried out by the contractor after the approval of the competent authority. Bank will consider reimbursement if the work has been improved. Soil testing shall be conducted quarterly, and the contractor shall submit a corrective action plan within 7 days of

		receiving test results. Soil testing shall be conducted from State Agriculture Dept. Approved Testing Lab or equal Agency. Contractor shall submit a corrective action plan within 7 days of receiving test results. Gardener shall maintain the log of all activities: lawn maintenance (bi-weekly), pruning of all types of trees (quarterly), and flower bed rotation (every 6 weeks). All activities shall be recorded with before/after photos and timestamps for audit purposes. d) Contractor will submit a calendar for the whole year indicating therein all activities to be performed by him item-wise, during each month. This will include items like shaving of lawns with levelling and dressing, maintenance of trees, ground covers and creepers, supply of sweet Earth (04 Trolley's of sweet earth – one in each quarter) , cow dung manure (04 Trolley's of bio-manure-one in each quarter) and fertilizers etc., watering, de-weeding, cutting and pruning of shrubs, trees and creepers, trimming of Bougainvillea/Maria Exotica & other Hedges, re-plantation of damaged or dead saplings, preparation of flower beds and planting seasonal flowers. The calendar shall include extended duration for all activities: lawn maintenance (bi-weekly), pruning (quarterly), and flower bed rotation (every 6 weeks). All activities shall be recorded with before/after photos and timestamps for audit purposes. e) Maintaining the existing garden and horticulture works consisting of lawns, hedges, shrubs, flower beds, trees, indoor plants by deploying 3 Nos. experienced gardeners/mali (1 Semi Skilled, 2 Unskilled Category) on regular basis (06 days a week) and shall generally follow the 8 hours of working hours or as per timing to be mutually agreed upon as decided by the bank (Excluding one hour lunch break) except for the emergency works when the gardeners (including OWC operator) will have to continue work till the emergency is over and by paying visit twice in a week by contractor or his authorized representatives for issuing proper maintenance and development of horticulture works by watering, removing weeds, dressing the ground to required slope/levels, topping with garden soil/manure, cutting and disposal of grass at regular required interval as may be necessary and as per Bank's directions. Any leave taken by a mali/gardeners or absence of the mali/gardeners shall be adjusted by the contractor by deputing another worker on holidays as substitute arrangement. OWC operator has to segregate the organic wastes, putting waste in machine, taking out the manure and placing everything at appropriate locations or as advised by ACT/Security Officer and also removal of unwanted growth of vegetation around plinth area and around the OWC room. Working hours may be extended during peak seasons (April–June) to ensure optimal plant care. f) Gardeners should report to the Caretaker/AM (Maintenance of P&S Cell)/Assistant General Manager daily on regular basis. Contractor representative shall submit weekly progress reports and attend monthly review meetings with Bank's horticulture in-charge. g) The rates quoted shall include wages, transportation charges, providing and maintaining of kit containing all tools and equipment required for the work including rubber / plastic pipes for watering purpose, incidental charges and contractor's profit
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		and overheads and all taxes as may be levied by statutory authorities from time to time. h) Watering at desired intervals to avoid drying up of the plants (indoor and outdoor). The water will be provided by the Bank at existing fixed points. Watering schedule shall be adjusted seasonally: daily during summer (April–June), every other day during monsoon (July–September), and every 3 days during winter (November–February). Smart irrigation timers may be installed with Bank’s approval. i) The manure to be spread as per requirements (after complete use of manure produced by the OWC) at desired intervals, the cost of manure, pesticides shall be borne by the contractor. Manure application shall be monthly during growing seasons and bi-monthly during dormant periods. Organic compost shall constitute at least 70% of total manure used. j) Desired quantities of earth as per site requirements and as per the instructions of the Bank shall be spread, the cost of earth shall be paid by the Bank per SARs/existing market rate. k) Cleaning of flowerpots and other plants pots, gardens and keeping out dry leaves from the premises shall be done by the contractor’s labour on regular basis without charging any extra amount for payment. Dry leaf removal shall be performed daily, with bi-weekly deep cleaning of all garden beds and pot surfaces. l) Re-plantation of grass and other plants pots, gardens and keeping out dry leaves from the premises shall be done by the contractor’s labour on regular basis without charging any extra amount for payment. Re-plantation shall be completed within 48 hours of identifying damaged/dead plants, with replacement species approved by the Gardener/ Contractor Representative. m) Providing all garden equipments like lawn movers, grass cutters, tools, hose pipes for watering, supports for plants. Equipment inventory shall be updated quarterly and include at least 2 additional grass cutters and 100 meters of backup irrigation piping. n) Planting and maintaining flower beds and urban farming as required by the Banks according to seasons throughout the year. Urban farming activities shall be expanded to include 3 seasonal crop rotations annually, with harvest shared with Bank staff or donated to local community centers. Contractor shall maintain a planting ledger with species, dates, yields, and maintenance notes. o) Removal of all debris, leaves, branches falling or cut from trees etc. other than materials used in OWC out of the Bank’s Colony Premises twice in a month. Debris removal frequency shall be increased to weekly during monsoon and autumn (July–November) and bi-weekly during other months. All removed material shall be weighed and logged for sustainability reporting. Debris removal frequency shall include cleaning of drainage of the Garden area during monsoon season. Bamboo structures or support of climbers shall be provided for stability and replaced as needed. Contractor shall maintain a bamboo inventory and growth log of climbing plants p) Providing and doing red/white/colour wash of the stem of the trees (Number of Big Trees at ASQ -250) up to about 1.00 m in
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		height once in six months & painting of flowerpots (Flowerpots for ASQ and La-place -1500) once in three months. Tree stem painting shall be extended to twice annually (March and September), and flowerpot painting shall be done monthly for high-visibility areas. q) Transportation or replacement of potted plants between Bank Colony premises as and when required. Plant relocation shall be completed within 24 hours of request, with prior health inspection by the Gardener/Contractor Representative. r) Pruning the branches of trees and plants from the entire complex as and when necessary and as directed by the Bank and taking away out of the premises as mentioned in para-q above for proper disposal without causing any inconvenience to public. Pruning shall be scheduled with advance notice to Bank, and all cuttings shall be chipped on-site for composting unless specified otherwise. s) Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire campus and taking away the same outside the premises as mentioned in para-q above for proper disposal. Removal shall be completed within 72 hours of identification, with replacement planting scheduled within 1 week. t) Erecting bamboo in garden including supplying of bamboo in and around the garden etc. for supporting creepers whenever required. Bamboo structures shall be inspected bi-annually for stability and replaced as needed. Contractor shall maintain a bamboo inventory and growth log. Total Quantity of creepers: 167 plants Length of creeper area 200 metre perimeter (50m × 4 sides) Total requirement- 50 Bamboos of 4 metre length u) Removing dead leaves, polythene bags, papers and any other foreign materials from inside the garden/ lawns every day. Foreign material removal shall include weekly litter audits and submission of waste composition reports to the Bank. v) The contractor shall be required to submit the list of seasonal plants and urban farming plants to Bank for its approval well before actual plantation in different areas. Submission deadline shall be 30 days prior to planting, with inclusion of plant sourcing details, expected growth timelines, and maintenance protocols. w) Tools /machines required to be provided by the contractor as per the followings and as per the site requirements: (Indicates in list) Equipment inventory list shall be updated on monthly basis and List of inventories should be put up for physical inspection to Bank caretaker/ In charge Horticulture. a) Grass Cutters: 4 Nos. b) I pipe for watering: 800 meters c) Spades (phawra): 8 Nos d) Kudal: 4 Nos e) Khurpi: 8 Nos f) Pointed Khurpi: 8 Nos. g) Jhalli/Water sprinkler/buckets:04 As per requirement (minimum 2 additional sprinklers) h) other tools: Any other hand tools required for regular gardening works (including 2 pruners, 1 chainsaw, 1 leaf blower)
3	Approved make:	As applicable

4	Other Requirement	1. Contractor shall deploy one gardener/representative with active mobile phone available at site for taking instruction from Bank's officials//colony caretaker and responsible for all the properties/works within this contract. Further, minimum manpower deployment for Bank's each property. 2. Contractor shall maintain a stock of 1500 seasonal/all-weather flowers with pots in the green house for bi-weekly changing of flowerpots at premises. Contractor shall supply 1500 flowerpots with flower/decorative plants to the Bank and maintain the stock of these flower plants during entire contract period. He will also ensure that damaged Flowerpots and plants should be replaced within a week. Contractor shall maintain additional stock of 200 seasonal/all-weather flowers with pots inside the green house for bi-weekly changing of flowerpots at building premises and immediate replacement of damaged flowerpots. The sample names of plants and flowers are listed below. Kindly note that the list is not exhaustive and is only for illustrative purposes: Outdoor Plants: • गुड़हल: Hibiscus • इकजोरा: Ixora (Jungle Geranium) • बेला: Arabian Jasmine (Mogra) • चाँदनी: Crape Jasmine • बोगनविलिया: Bougainvillea • मुसैंडा: Mussaenda • एडेनियम/डेजर्ट रोज: Adenium/Desert Rose • गुलाब: Rose • शंकुधारी/मोरपंखी: Thuja/Cypress/Conifer • फोटकेरिया/फॉक्सटेल: FoxtailPalm/Furcraea • मौसमी/मोसंबी: Sweet Lime • सफ़ेद फाइकस: Variegated Ficus • फाइकस: Ficus / Weeping Fig Indoor / House Plants: • अरेका पाम: Areca Palm • डिफेनबेकिया: Dieffenbachia / Dumb Cane • क्रोटन: Croton • सिगोनियम: Syngonium/Arrowhead • पीस लिली: Peace Lily • लकी प्लांट/पेंडानस: Pandanus/ Lucky Plant • रेपिस पाम/लेडी पाम: Rhapis Palm/Lady Palm • स्नेक प्लांट: Snake Plant • सॉन्ग ऑफ इंडिया: Song of India
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		• ड्रेसीना: Dracaena • अरौकेरिया/क्रिस्टमस ट्री: Araucaria / Christmas Tree • ऐग्लोनिमा वाइट: White Aglaonema • जेड जेड प्लांट: ZZ Plant Total requirement of pots with flowers plants are as under. Aliganj Staff Quarters (ASQ)-1000 nos. ASQ reserve-300 nos. (1/3 of total) La-place colony-150 nos. (3 floors x 50 flowerpots) La-place reserve-50 nos. (1/3 of total) Total -1500 nos. Reserve flowerpots and plants area required for rotation and replenishment of damaged flowerpots during bi-weekly rotations of flowerpots. 3. The contractor shall provide seasonal dresses to the working staff on Bi-annually basis. Dress of gardener should include full sleeve cotton dangri/ Cotton T shirt and track pant with matching shoes and Jungle hat for heat protection during summer season and Woolen t- shirt, track pant. Woolen Jackets with matching cap and safety shoes during winter season. He shall issue raincoats/ umbrellas to all workforce during rainy season. 4. Yearly Health check-up certificate of staff working in the Bank should be submitted on renewal of the contract. Contractor shall arrange a motorized system for transportation/ mini-tractor and trolley for shifting of horticulture material inside the premises without any cost. 5. Contractor shall arrange additional flowerpots and decorative plants at office premises on special occasions of 1st January (New Year), 26 January. (Republic Day), Basant Panchami, 1st April (RBI Anniversary), 05 June (Environment Day), Van Mahotsav (01-07 July) 15 August (Independence Day) and other official days as decided by the Bank. No payments will be done by the Bank for such additional decorations. Total requirement of approx. number of pots with flowers plants are as under: (a) Flower Plants: -gurhal-25, ekjora-25, Bela-25, Chandni-25. (b) Decorative Plants: -Arica-25, Ficus-25, Kroten-25, Sigonium-25. 6. The firm shall ensure timely trimming/ shredding/looping of trees and vegetation, as and when required or as directed by the Bank, to maintain safe clearance from overhead electrical lines and any cables to prevent any electrical faults, accidents and damage to electrical installations. The firm shall ensure timely trimming/ shredding/looping of trees and vegetation obstructing the illumination from outdoor lights and fixtures, as and when required or as directed by the Bank, to maintain adequate lighting in the Bank's premises.
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Section – IX
Un-priced Bill of Quantity
(Image of price bid/Part II)

Annual Maintenance Contract for Horticulture and Gardening work in Bank's Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow

Rates should be quoted in CPP Portal (in excel format) under the Section of Price Bid.

Price Bid

Wage and other statutory component calculation		
	Un-Skilled	Semi-Skilled
Basic +VDA/day	₹840.00	₹933.00
Working Days in a Month	26	26
Monthly Pay for one Manpower	₹21840.00	₹24258.00
ESIC @ 3.75%/Month (applicable if monthly wages is less than 21,000/-)	0	0
Manpower Required	2	1
Basic +VDA per Month for <u>1 Semi-Skilled and 2 Un-skilled Workmen</u> (calculated for 26 days as per as per the Notification issued by the Chief Labour Commissioner (Central); Ministry of Labour & Employment applicable from September 30, 2026)	₹43680.00	₹24258.00
Total wage component (Item no 1)	₹67938.00	
EPF @ 13%/Month	₹11,356.80	₹3153.54
Bonus @ 8.33%/Month As applicable	₹3638.54	₹2020.69
Gratuity As applicable	0	0
Adding for 1 Semi-Skilled and 2 Unskilled workmen EPF+ESI+Bonus+Gratuity as applicable per Month	14995.34	5174.23
Total statutory component (Item no 2)	20,169.57	

Item no	Description of Item	Quantity	Unit	Rate (excluding GST)	Total/Year (including GST)
1	<u>Wage Component</u>				
1.01	Manpower deployment charges for carrying out the work under the scope of the work, terms & conditions mentioned in the tender. The bidder shall not quote rates for this component. The amount is arrived as per <u>Section VIII</u> of the tender.	12	Month	Auto Calculated as per the rates quoted above at (Basic +VDA/day)	Auto Calculated as per the rates quoted above at (Basic +VDA/day)
1.02	Statutory Components pertaining to wages (i) Contribution towards EPFO (ii) Administrative charges under EPFO (iii) EDLI Contribution (iv) Bonus & Gratuity The bidder shall not quote rates for this component. The amount is arrived as per <u>Section VIII</u> of the tender.	12	Month	Auto Calculated as per the rates quoted above at (Basic +VDA/day)	Auto Calculated as per the rates quoted above at (Basic +VDA/day)

Variable Component

2	Contractor profit and Overheads as per tender requirements/ Service Charges (min. 3%) of Item No 1.01	12	Month	To be quoted in in percentage on CPP portal only	Auto Calculated as per the rates quoted beside
3	Providing all the materials and carrying out all the work as mentioned in section VIII-Scope of Services/work of Tender Part-I (Includes Cost of set of uniform to the workers, transportation costs, lifting of debris, freight charges, all other incidental costs and other charges towards Workmen Compensation Policy, Third Party Liability Policy, Labour welfare fund, and other miscellaneous charges as per tender requirements (applicable as per the scope)	12	Month	To be quoted in CPP portal only	Auto Calculated as per the rates quoted beside

4	Total including GST	Auto calculated
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Total Cost of the work = Labour and consumable cost (item no.1, 2 and 3) + Statutory Cost (Item no.1.02, Reimbursed based producing the challans of EPF, Bonus etc.)

Name & Signature of the Contractor

Date:

Place:

DO NOT UPLOAD THE RATES FOR THE SAID WORK ALONG WITH THE TECHNICAL DOCUMENTS.

Note:

Only Variable component, serial no. 2 and 3 has to be quoted in CPP portal.

- 1) A Wage Analysis schedule is submitted with the price bid, itemising the statutory minimum wage, statutory deductions, allowances, and the Agency's service charge or margin separately for each category of deployed personnel.
- 2) The tenderer shall inspect the site and satisfy himself about the quantum of work involved before quoting the rates in the tender including the Organic waste convertor operation / working of the machine.
- 3) The quoted rates shall be inclusive of all taxes e.g. GST, any other local, state & central Govt. taxes etc. applicable. No extra claim in this respect shall be entertained by the Employer.

• The contractors are advised to visit the site and carefully go through the scope of work specified in Section VIII-tender Part-I & visit the site before submitting the bid.

Signature and seal of the contractor

Date

Place:

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Contractor and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the **“Name of services/work”** including signing and submission of all documents, deputing persons in pre-bid meeting and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

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

Note:

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

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

Stamp/Seal of the Contractor

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

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP).

<https://etenders.gov.in/eprocure/app>

Process of E-tender: Contractor manual kit is available on home page.

A) Registration for new contractor: The process involves vendor's registration with CPP portal which is free of cost. <https://etenders.gov.in/eprocure/app?page=ContractorsManualKit&service=page>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120- 4493395

(Please do confirm these numbers from the CPP Portal)

International Contractors are requested to prefix +91 as country code

Email Support:

For any Issues or Clarifications relating to the published tenders, contractors are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Detail of participating firm/contractor/contractor on firm's letterhead

1.	Contractor Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3.	Name of Proprietor/Partners/Directors of the firm/company	
4.	Number of Years in Operation	
5.	Address of Registered Office:	
6.	Address of manufacturing plant	
7.	Contractor's address where order/contract is to be placed	
8.	Telephone Number of address where order is to be placed Website & Email ID	(Country Code) (Area Code) (Telephone No.)
9.	PAN No.	[Also, Enclose copy of PAN Card]
10.	GST No. (refer sl. no. 8 above)	[Also, Enclose copy of GST Certificate]
11.	EPF Registration No.	[Also, Enclose copy of EPF Registration Certificate]
12.	ESI code No.	

		[Also, Enclose copy of relevant document]
13.	Whether Micro / Small / Medium Enterprise	(Contractor to submit documents as specified in ITB)
14.	Banker Detail (The account for receiving payment) [Also, Enclose copy of cancelled Cheque]	
I.	Banker's Name	
II.	Branch	
III.	Bank account number	
IV.	IFSC	
15.	Detail of Service Setup	
I.	Address	
II.	Email	
III.	Telephone/Mobile No	
IV.	No of person stationed	

Place:

Date:

[Signature of Authorized Signatory of Contractor]

Name:

Designation:

Seal:

List of Clients on firm's letterhead

As per eligibility criteria details of qualifying services/works

		For services/work experience (Services/work to be completed before 5 years)	Minimum value of each completed services/work (Services/work to be completed within 5 years)		
		Client	Client 1	Client 2	Client 3
1	Description of the services/work				
2	Detail of client address, telephone number & contact person & email				
3	Services/work order/Letter of award detail (Enclosed)				
4	Value of the services/work				
5	Date of start of services/work				
6.	Date of finish of services/work				
7.	Completion period as per services/work order				
8.	Whether services/works completed in time or not (No of days of delay)				
9.	Whether services/works are under Comprehensive Annual Maintenance Contract (CAMC)				

Place:

[Signature of Authorized Signatory of Contractor]

Date:

Name:

Designation:

Seal:

*On the Letter Head of
company/firm/organization*

Ref. No. _____

Date: _____

Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Dear Sir,

Name of Services/work: _____

Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name of the contractor) _____ have carried out the following services/work/s for us. The firm may be considered sound for entrusting captioned costing up to .

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible services/work with brief particulars	
2	Services/work order No. and date	
3	Project/services/work cost	
4	Date of commencement of services/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 services/work completed and paid for	
9	Performance Report:	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed services/work (indicate grading)	

Sr. No.	Particulars	Comments of the Client
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. _____	
	(Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)
For S.E.(E) / Executive Engineer (E)

* Regarding performance report/clients certificate, for services/works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For services/works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

<i>On the Letter Head of Bank</i>
--

Ref. No. _____

Date: _____

Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Dear Sir,

Name of Services/work: _____

Banker's Certificate

We confirm that M/s. _____ are banking with us.
They may be considered financially sound for entrusting with any contract for ₹

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.
Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Dear Sir,

E-Tender for Annual Maintenance Contract for Horticulture and Gardening work in Bank' Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow

Ref.: NIT/Advt.No. date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned services/work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the contractor shall furnish a Bank Guarantee for a sum of ₹ (Rupeesonly) as Earnest Money Deposit (EMD). M/s. (Name of the Contractor/Contractor) _____, (hereinafter called as "the Contractor/ Contractor"), who are our Clients/Constituents intend to submit their tender/ Bid for the said services/work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹..... (Rupeesonly) in respect of EMD. NOW THIS GUARANTEE WITNESSETH

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

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

i. Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or

hereunder or granting of any time or showing of any indulgence by the RBI to the 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 Contractors of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

ii. Our liability under these presents shall not exceed the sum of ₹..... (Rupeesonly).

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

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

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

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

Format of Article of Agreement /Contract Agreement**(for successful contractor)**

(On the ₹ [Fill as applicable in the Stamp Act of the State])/- stamp paper)

THIS CONTRACT AGREEMENT is made the _____ day of _____, 2026 between the Reserve Bank of India, Lucknow, body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called “The Bank”) represented bywhich expression shall include its successors and assigns of the one part and _____ incorporated under _____ and having its registered office at _____ (thereinafter called “the Contractor”)) which expression shall include its successors, legal representatives and assigns of the other part.

WHEREAS the Bank desires to engage the Contractor to E-Tender for “Annual Maintenance Contract for Horticulture and Gardening work in Bank’ Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow” and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for providing “Annual Maintenance Contract for Horticulture and Gardening work in Bank’ Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow” as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor and others submitted the tender and the Bank has awarded the contract, to provide “Annual Maintenance Contract for Horticulture and Gardening work in Bank’ Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow” as stated in the scope of work attached to the Tender Document, to the Contractor.

AND WHEREAS the Contractor has agreed to execute the assigned work subject to the conditions set forth herein and to the conditions set forth in the Tender Documents (Part I, Part II, annexures and amendments thereof) as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works described in terms and conditions and included in the detailed scope of work as stated in the Tender Documents (Part I, Part II, annexures and amended thereof) at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1	Contract Agreement: The following documents shall constitute the Contract between the Bank and the Contractor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award. Ref. No c) Minutes of pre-bid meeting d) All emails and letters exchange during the tendering process e) Part I (Techno commercial bid) and Part II (Price bid) Bid submitted by the bidder f) Notice Inviting Tender (NIT), along with any corrigenda/addenda.
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2	Contract Price: The Bank hereby agrees to pay to the Bidder the Contract Price in consideration of the performance by the Bidder of its obligations hereunder. The Contract Price shall be the aggregate of, or such other sums as may be determined in accordance with the terms and conditions of the Contract.
3	Earnest Money Deposit: Contractor has deposited an Earnest Money Deposit (EMD) equal to ₹ [Fill] along with the tender document in the form of NEFT in favour of Reserve Bank of India, Mumbai in the A/c No: [Fill] transaction remarks. No interest will be payable on the EMD. The Earnest money paid by the Contractor will be released after submission of Security deposit in the form of Performance Bank Guarantee.
4	Performance Bank Guarantee (PBG): The Contractor shall deposit PBG @ 5% of the contract amount in favour of Reserve Bank of India, Lucknow, within 14 days of the award of contract. The PBG shall be valid for a period of 60 days beyond the date of termination of contract. No interest will be paid on it. The PBG deposited by the Contractor shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by him or in the event of breach of the terms and conditions of the agreement. However, the issue of letter of acceptance/ work order by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. Submission of PBG shall be ensured as stipulated in the tender. In case of delay in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate. The Contractor shall also submit Performance Bank Guarantee in case the contract is extended and the PBG shall be valid for a period of 60 days beyond the date of termination of the renewed contract.
5	Payment Terms: Payment shall be made by the Bank to the Contractor as per the provisions of Part I of the tender. The Contractor shall ensure that wages & allowances paid to his workers are in compliance with Government wage regulations. Proof of paying minimum wages shall be submitted by the Contractor to the Bank. The percentage of wage increase shall be given as per percentage revision of wages by the Government. The workmen should be paid minimum wages under the Minimum Wages Act, 1948 & rules made thereunder or under any other applicable law. Besides, the workmen should be given Employees Provident Fund as per Employees Provident Funds & Miscellaneous Provisions Act, 1952 and / or dividends as per Payment of Bonus Act, 1965 and ESI under ESI Act, 1948 as applicable. In the absence of ESI, the contractor should undertake the liability under the coverage of Insurance such as Workmen's Compensation Insurance under Employees Compensation Act, 1923. The Workmen Compensation policies shall be valid till the validity of contract with the Bank. 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. The total premium shall be borne by the contractor. The contractor shall have a valid EPF Account for making EPF Contribution for its workmen. In case of any complaint regarding non-compliance of any statutory payments; the same shall be deducted from the bill without prejudice to the Bank's right to terminate the contract. The Contractor shall abide by all the statutory provisions of the Labour Codes, shall not engage a person below the age of 18 years. Contractor shall be responsible for implementing the requirements of the applicable laws. f) The Contractor shall ensure timely payment of wages/salary within five (05) days of subsequent month to the persons employed for the purpose of this agreement (through

	cheque or by crediting to the bank account) and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the bank every month Payment shall be made by the Bank to the Bidder as per the provisions of Part I of the tender. Statutory Cost mentioned in Item no.2 of Part II will be reimbursed to contractor based producing the challans of EPF, Bonus etc.
6	Time of Completion: The completion period of the project shall be reckoned from the 14th day of issuance of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Contractor hereby agrees to commence the work immediately from the day as mentioned in Letter of Award/Work Order. The contractor shall complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.
7	Appendices: The Appendices listed in the attached list of Appendices shall form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendix attached hereto, and the Contract shall be read and construed accordingly.
8	Jurisdiction: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same
9	Language: The Tender form shall be filled in English or in Hindi. In the event of any discrepancy or ambiguity between the English and Hindi version of the documents, the English version shall prevail in matters of interpretation. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English or in Hindi.
10	Non-disclosure: i. The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the services/works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies. ii. The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. iii. Without prejudice to the formal Contract Agreement, all confidentiality and non-disclosure obligations binding the Contractor under this tender shall survive the expiration, completion, or termination of this Agreement for any reason whatsoever.
11	PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE i. The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its own employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor who shall ensure appropriate action under the said Act in respect to the complaint.

	ii. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. iii. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
12	Termination of Contract by the Bank If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Bank that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Bank. Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor, Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained, Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder, Or if the Bank determine that the Contractor has abandoned the Contract, or has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Bank notice to proceed, or has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Bank under these Conditions or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same. Then and in any of the said cases, the Bank may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities

	of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Bank by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the decision of the Bank shall be final and conclusive between the parties.
13	Termination of Contract by Contractor If payment of the amount payable by the Bank under certificate of the Bank's representative shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Bank or if the Bank shall repudiate the Contract, or if the services/works be stopped for three months under the order of the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, payment for all services/works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 19 in Section IV.
14	Penalty The payment will be made on Monthly basis. The maintenance of the garden during a particular period/month is found not satisfactory by the Bank, then it reserves the right to deduct upto 10% amount from the monthly bill of the contractor as it may deem fit. In case the bill is found in order in all respect, normally endeavour will be made to make payments of monthly bills within one month of receiving the bill except for reasons beyond control. Benchmark Performance of the contractor will be counted for exceeding quality benchmarks (e.g., 95%+ plant survival rate, zero pest infestations, timely completion of all activities). Upto 10% Deductions from bills may be applied for repeated failures to meet extended activity durations or manpower requirements.

IN WITNESS WHERE OF the Bank and the Contractor/Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Signed for and on behalf of the Contractor

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
 2. [Witness 2 Signature & Details]
-

Annexure –IX

Proforma Of Bank Guarantee for Performance Security Deposit/ Retention Money

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

Place : _____

Date : _____

Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Dear Sir,

Name of services/work: _____ - Bank Guarantee For
PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (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 RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) 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 RBI an amount not exceeding ₹ _____ as Performance Guarantee for due fulfilment of the 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 ₹..... (Rupeesonly) 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 ₹..... (Rupeesonly).

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

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

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 upto (60 days beyond the Defect liability period) 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 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 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).

Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Contractor
[On the Letter head of the Applicant]

Date:

Pankaj Kumar
Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Ref: Application for _____

Madam,

1 I/We (Name of the contractor) declare that no legal action(s) have been / is being taken against us for any cause in any legal jurisdiction.

1. I/We (Name of the contractor) declare that the followings legal action(s) have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.)

.....

However, we affirm that the above legal action does not affect our ability to deliver the requirements of the Bank as per the Application for Empanelment.

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

2. Further, we also declare that no cases of civil lawsuits / litigation / arbitration etc. have been initiated in any in any of our executed projects

2. Further, we also declare that the following civil lawsuits / litigation / arbitration cases were/are initiated in our executed projects:

..... (detail of the project and type of action etc.)

.....

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

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

Date:

Place:

Letter of Undertaking on Bidder's Letter Head

Pankaj Kumar
The Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Name of the bidder_____

Name of the tender_____ Due date: _____

Sir,

I/We hereby agree to abide by all terms and conditions laid down in tender document.

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions etc. contained therein and undertake myself/ourselves abide by the same.

2. I/We abide by the provisions of the Code on Wages, 2019, the Industrial Relations Code 2020, the Code on Social Security, 2020 and the Occupational Safety, Health and Services/working Conditions Code, 2020, the Bank's Liability Act, 1938, Child Labour (Prohibition and Regulation) Act, 1986, Sexual Harassment of Women at Services/workplace (Prevention, Prohibition and Redressal) Act, 2013 and Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.

3. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We do hereby undertake that complete the services for E-Tender for Annual Maintenance Contract for Horticulture and Gardening work in Bank' Residential premises at Aliganj Staff Quarters, Laplace quarters, Lucknow and as any other Points considered by our Agency.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

Pankaj Kumar
The Regional Director
Reserve Bank of India
8-9, Vipin Khand,
Gomti Nagar, Lucknow,
Uttar Pradesh 226010

Date:

Ref: Application for _____

Madam,

I / We (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)

- 2.1 is not from a country sharing land border with India, or
- 2.2 is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- 2.3 is from a country sharing land border with India where Government of India has extended lines of credit, or
- 2.4 is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

3 I / We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we(Name of bidder) will not sub-contract any services/work to a bidder from country(ies) sharing land border with India, unless such bidder fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Services/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:

Undertaking to be included in tender regarding declaration of debarment by public institution(s):

(To be submitted by the tenderer on their letterhead)

Name of Work:.....

1. I/We (Name of the bidder) declares that
 - a) I/we or any of our allied firm* is/ are not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on(last date of submission of bid).
 - b) I/ We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on(last date of submission of bid).
 - c) I/we or any of our allied firm* is/ are not debarred by any procuring entity for violation of Public Procurement (Make in India) Order, 2017 as on last date of submission of the bid.)
 - d) we will inform the Bank in writing, in case, I/we or any of our allied firm* is/are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.
2. I/We(Name of the bidder) declares that I/we or our allied firm*(Name of the allied firm(s)) is/ are debarred / suspended / blacklisted by(Name and address of public institution in India or any other country) and the same effective upto(date). A copy of such letter is attached for your information and record.

(seal and signature of the bidder)

Date

Place

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

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