



**Reserve Bank of India
Estate Department
Lucknow**

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

E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, Reserve Bank of India, Lucknow

Reserve Bank of India invites E-Tender for Annual Maintenance Contract for providing Horticulture and Gardening work at Office Premises of Reserve Bank of India, 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 06:00 PM onwards on August 06, 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_286555
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	₹49,00,000 (Rupees Forty-Nine Lakhs only)

Earnest Money Deposit (EMD) through DD/NEFT and intimate/forward the transaction details UTR number to edlucknow@rbi.org.in and upload on (https://etenders.gov.in/eprocure/app)	EMD (₹98,000/- Rupees Ninety-Eight Thousand Only) through NEFT/DD, in favour of Reserve Bank of India, Lucknow to be delivered through the NEFT on given details: Account Details: - Beneficiary Account Number: -186003001 Beneficiary IFSC: - RBIS0LKPA01
Date from which Notice Inviting Tender (NIT) will be available to parties to download from CPPP Website	1800 Hrs. August 06, 2026
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	1800 Hrs. August 06, 2026
Date of closing of online e-tender for submission of techno-commercial bid & price bid	1100 Hrs. of August 17, 2026
Pre-Bid Meeting	Offline at 1100 hrs on August 11, 2026, at Reserve Bank of India, 3rd Floor, Estate Department, 8-9, Vipin Khand, Gomti Nagar, Lucknow
Last Date of Submission of EMD	1100 Hrs. of August 17, 2026
a. Date of opening of first e-cover (containing Part-I i.e., Techno-Commercial Bid) b. Date of opening of second e-cover (containing Part II i.e., Price Bid) Note: The covers shall be opened in the presence of the authorized representative of the bidders who choose to be present	a. 1200 Hrs. of August 18, 2026 b. Second e-cover i.e., Part II (Price Bid) of only those bidders who qualified in Part-I (Techno-Commercial Bid) shall be opened on a subsequent date, and it would be intimated to qualified bidders through email.
Bid Validity	Three months (90 days) from the date of opening of the second e-cover i.e., Part I of the tender (Techno-Commercial Bid), the period of which may be extended by mutual agreement, and the bidder/s shall not cancel or withdraw the tender during this period.
Transaction Fees	As per the CPP Portal

Intending tenderers shall pay as earnest money a sum of ₹98,000 by way of NEFT/DD 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

Lucknow

E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow

Reserve Bank of India invites E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow. The tendering would be done through the e-Tendering portal of be executed on the CPP portal through (<https://etenders.gov.in/eprocure/app>). Interested vendors/firms can participate in e – Tender after getting registration through CPP Portal- <https://etenders.gov.in/eprocure/app>. The Schedule of e-Tender is as follows:

E-Tender No.	2026_RBI_286555
Mode Of Tender	e-Procurement System, online (Part I – Techno- Commercial Bid and Part II - Financial Bid) through CPP Portal https://etenders.gov.in/eprocure/app
Estimated Cost	₹49,00,000 (Rupees Forty-nine lakhs Only)
Date of NIT (Notice Inviting Tender) available to parties for download through https://etenders.gov.in/eprocure/app	August 06, 2026, 1800 Hrs.
Pre-Bid Meeting	Offline at 1100 hrs. on August 11, 2026, at Reserve Bank of India, 3rd Floor, Estate Department, 8-9, Vipin Khand, Gomti Nagar, Lucknow
(i) EMD through NEFT/DD and intimate/forward the transaction details (UTR number in case of NEFT) to edlucknow@rbi.org.in (ii) Tender Fees-	(i) ₹98,000/- (Rupees Ninty-Eight Thousand Only) through NEFT/DD, in favour of Reserve Bank of India, Lucknow (details under para “bidding in e- tender”) (ii) NIL
Last Date of submission of EMD	August 17, 2026, 1100 hrs.

Performance Bank Guarantee	Performance Bank Guarantee of 5% of the accepted contract value, to be submitted by the successful bidder, within 14 days from the date of acceptance of the tender by the Bank.
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid	August 06, 2026, 1800 hrs.
Date of closing of online e-tender for submission of techno-commercial bid & price bid	August 17, 2026, 1100 hrs.
Date of opening of Part-I (techno-commercial bid)	August 18, 2026, 1200 hrs.
Date of opening of Part-II (price bid)	Shall be informed separately to Parties
Transaction fee	Amount as advised by CPP Portal

2. Intending tenderers shall pay as earnest money a sum of ₹98,000/- (Rupees Ninty-Eight Thousand Only) by way of NEFT to Reserve Bank of India, Lucknow or by a Demand Draft in favour of Reserve Bank of India payable at Lucknow.
3. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility 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.
4. 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.
5. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website/CPP Portal as given above and will not be published in the newspaper.

Regional Director
Reserve Bank of India, Lucknow
Uttar Pradesh



ESTATE DEPARTMENT
8-9, VIPIN KHAND, GOMTI NAGAR
LUCKNOW

E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow

Reserve Bank of India, Estate Department, Lucknow invites Tender on or before August 17, 2026, (1100 hrs.) through e-Tendering from eligible vendors who are engaged in the work of "Horticulture and Gardening Work". The estimated value of work is approximately ₹49 lakh (Rupees Forty-Nine Lakhs only) annually. Interested tenderers have to upload relevant documents satisfying all the points along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the Central Public Procurement Portal (CPPP). For Tender details please visit "Tender Section" on our website <https://www.rbi.org.in> or CPP Portal.

The application form shall be signed by a person who is duly authorized to do so on behalf of the organization. Application containing false or inadequate information is liable for rejection.

The successful agency shall execute an Agreement on a stamp paper of required value for due performance of the Contract within 14 days from the date of award of work. If the selected agency fails to sign the formal agreement within 14 days of award of Contract or fails to commence the work on due date, the letter of offer shall be treated as cancelled and the EMD ₹98,000/- (Rupees Ninty-Eight Thousand Only) submitted by it shall be forfeited. The successful bidder will be required to provide security deposit of in the form of Performance Bank Guarantee (5% of the accepted contract value, to be submitted by the successful bidder) for the duration of the Contract. The Performance Bank Guarantee has to be furnished within 14 days of award of work. Failure to submit this guarantee or failure on the part of agency to perform its contractual obligations shall be treated as a violation and can lead to cancellation of the Contract/invoking the guarantee as applicable.

EMD of the successful bidder shall be returned on submission of Performance Bank Guarantee and after signing the Agreement. EMD of the unsuccessful bidder will be returned within 30 days of the award of the Contract. EMD shall be forfeited if the bidder withdraws his bid during the Tender Evaluation Process.

Before submitting the Tender, the bidder may go through the general Terms and Conditions on which the work will be awarded by the Bank. The bidders may satisfy themselves as to the specified eligibility and other criteria given out in the Tender document. It may also be noted that the general Terms and Conditions are only indicative in nature and the same shall not restrain the Bank from imposing or requiring the Tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the maintenance work being awarded under this Tender.

The Regional Director, Reserve Bank of India, Lucknow reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and his/her decision will be binding on all the parties.

Regional Director
Reserve Bank of India
Lucknow



**E-Tender for Annual Maintenance Contract for Horticulture and Gardening work
at Office Premises, RBI, Lucknow**

(E-Tendering only)

PART – I

Name of Tenderer: _____

Address: _____

Last date & time for Submission	August 17, 2026 at 1100 Hrs
Cost of Application form/ Tender	Payment of Transaction Fee as mentioned CPP Portal



ESTATE DEPARTMENT LUCKNOW

DISCLAIMER

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

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

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

No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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Section A: Schedule of Tender (SOT)

1.	E-Tender Number	2026_RBI_286555
2.	Description of Works	E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow
3.	Estimated Cost	₹49 lakh (Rupees Forty-Nine lakhs only)
4.	Earnest Money Deposit (EMD)	₹98,000/- (Rupees Ninty-Eight thousand only) through NEFT/DD, in favour of Reserve Bank of India, Lucknow (details under para “bidding in e-tender”)
5.	Tender Fees	Nil
6.	Performance Bank Guarantee	Performance Bank Guarantee of 5% of the accepted contract value, to be submitted by the successful bidder, within 14 days from the date of acceptance of the tender by the Bank.
7.	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
8.	Date from which Notice Inviting Tender will be available to parties to download	August 06, 2026, 1800 Hrs.
9.	Last Date of Submission	August 17, 2026, 1100 Hrs.
10.	Date and Time of Opening of Part I i.e. Techno-Commercial Bid	August 18, 2026, 1200 Hrs.
11.	Date & Time of Opening of Part II - Price Bid	Part-II of the Tender will be opened on a subsequent date, which will be intimated to the Tenderers, in due course of time.

12.	Transaction Fees	Payment of Transaction Fee as mentioned in the CPP portal.
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Section B: Important Instructions for E-Procurement

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: Bidder manual kit is available on home page.

A) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost.

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

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

0120-4001 002

0120-4001 005

0120- 4493395

International Bidders are requested to prefix +91 as country code

Email Support:

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

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person (RBI):

i) Shri Dishant Chandrayan: 0522-4667326

ii) Shri Ashish Singh: 0522-4667345

Email ID Estate Department: edlucknow@rbi.org.in

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

E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow

Reserve Bank of India, Lucknow invites e-Tender in two parts for providing Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow at an estimated cost of approximately ₹49.00 lakh (Rupees Forty -nine lakhs only) per annum inclusive of all taxes.

1. Eligibility Criteria for participating in the e-Tender: Company/Firm/Agency who fulfil the following pre-qualification criteria are eligible to apply:

Sl. No.	Criteria	Requirement
(i)	Duration and Kind of Experience	Only those firms have minimum 5 years of experience of carrying out similar work i.e. (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. Applicant should furnish their Client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years.

(ii)	Minimum value of each completed work (qualifying)	Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one of which applications are invited should be either of the following: a. Three AMCs/works each costing not less than the amount equal to 40% of the estimated cost OR b. Two AMCs/works each costing not less than the amount equal to 50% of the estimated cost OR c. One AMC/work costing not less than the amount equal to 80% of the estimated cost during last 5 years (works completed upto July 2026)
(iii)	Yearly Turnover	Should have an annual turnover of amount equal to 100% of the estimated cost or more during the last three financial years ending March 31, 2026, i.e., (Financial Year (FY) 2023-24, 2024-25 and 2025-26)
(iv)	Solvency Certificate	The firm Should submit a latest 'Solvency Certificate' issued by the intending Applicant's banker, for this tender for an amount equal to more than the estimated cost i.e., ₹ 49 lakh or more as on date.
(v)	Office / Presence in Lucknow	Entity should have an office establishment at Lucknow municipal region having sufficient infrastructure & staff, officials and authorized personnel. The same will be verified by the Bank, if deemed necessary.

Note: Regarding Client's certificate, for 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 works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

2. Details of the Company/firm

a. The Full particulars of the Company/Firm/Agency, in detail, are required to be submitted.

In case of a company, the certificate of registration, Memorandum and Articles of

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

- b.** Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the contractor for a period of last three financial year duly certified by a Chartered Accountants should be enclosed in proof of credit worthiness and turnover for the last three years.
- c.** Written information about the names and address of the Bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline executives and mobile) Nos., Fax Nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
- d.** Details of the local address of the registered office and local contacts, if the registered office is outside Lucknow. The Bank may verify the same if deemed required. The office shall be continued till the contract period. In case of any change of address, it must be immediately informed to the Bank. If anytime during the contract period, it is found that the firm has closed its office at Lucknow, it shall be considered as sufficient ground to end the contract immediately and no correspondence will be entertained in the matter.

3. Documents / details to be submitted:

- a) Client Report from top three existing clients as per format given in [Annex II](#).
- b) Copies of applicable tax registrations, viz., PAN, TIN, GST, etc.

c) Copy of Registration Certificate of the Company/firm/agency issued by the relevant authority.

d) Copies of E.P.F. Registration Certificate and E.S.I Registration Certificate.

e) UDYAM Registration certificate (in case of the contractor being MSME)

f) Details of the Bank Account held by them in a scheduled Bank in India. The details are to be furnished as per format at [Annex I](#) attached with this document.

g) License Number Contract Labour (R & A) Act 1970

h) Provide details if any civil suit is pending in any of the works executed or if any Bank having declared any loan of the tenderer as NPA in the last three years.

i) Any other document/s as and when sought by the Bank.

Note: The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the Central Public Procurement Portal (CPPP). Tenderers are advised to submit e-Tender on Central public procurement Portal (CPPP). If applicants desire to submit additional information, they may upload the same on CPP portal on their own letter head/ paper. Each page of the forms shall be signed and submitted.

4. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all tenders.

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

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

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

8. **Part-I** of the Tenders will be opened at August 18, 2026, 1200 Hrs. in the presence of the authorized representative of the Tenderers, who choose to be present. **Part-II** of the Tender will be opened on a subsequent date, which will be intimated to the Tenderers, in due course of time.

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

10. **Declaration**

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

Signature and Name of Tenderer with seal Address:

Place: _____

Date: _____

Section D: Form of Tender

The Regional Director,
Reserve Bank of India
Lucknow- 226010

Sir/Madam,

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

Memorandum

(a)	Description of work	AMC for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow
(b)	Estimated cost	Approximately ₹49.00 lakh (Rupees Forty-nine lakhs only)
(c)	Earnest Money Deposit (EMD)	₹98,000/- (Rupees Ninty-Eight thousand only)
(d)	Validity of Contract	Contract to be initially awarded for six months (October 01, 2026, to March 31, 2027) and the same may be renewed on yearly basis for the next two years (one year at a time) subject to the agency fulfilling the terms of the contract satisfactorily.

(e)	Performance Bank Guarantee	Performance Bank Guarantee of 5% of the accepted contract value, to be submitted by the successful bidder, within 14 days from the date of acceptance of the tender by the Bank. The bank accepts Electronic Bank Guarantees (e-BGs) and reserves the right to verify the authenticity of eBGs and take necessary actions in case of discrepancies.
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2. We undertake to deposit a sum of ₹98,000/- (Ninty-Eight Thousand only) as Earnest Money with the Reserve Bank of India at the time of award of work, along with the bid which will not bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India. We also agree to keep the Bank Guarantee valid during the entire period of contract.
3. We also agree that our Tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the Tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
4. Should this Tender be accepted, I/We hereby agree to abide by and fulfil all the terms and conditions of the Tender so far as they may be applicable and in default thereof, to forfeit and pay to Reserve Bank of India such sums of money as are stipulated in the conditions contained in the Tender together with the written acceptance of the Contract.
5. I/We understand that Reserve Bank of India reserves the right to accept or reject any or the entire Tender either in whole or in part without assigning any reason thereof.
6. The Tender is submitted in two parts. Part I contains all commercial terms & conditions, technical particulars, EMD and Part II contains only the Price Bid in the Bank's proforma.
7. Should this Tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.

8. Pre-Bid meeting:

a) Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document not later than one day before the date of the pre-Bid meeting or raise enquiries during the pre-Bid meeting.

b) The tenderers' designated representatives are invited to attend a pre-Bid Meeting at - 1100 Hrs. on August 11, 2026.

9. Our bankers are (full address):

i)	
ii)	

10. The names of partners of our firm are:

i)	
ii)	

Name of the partner of the
firm authorized to sign

OR

Name of person having
power of Attorney to sign the
Contract (certified true copy
of the Power of Attorney

should be attached)

Yours faithfully,

Signature of Contractor

Signatures and addresses of witnesses:

S.no	Signature	Address
(i)		
(ii)		

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

Section E: Articles of Agreement

This AGREEMENT is made at Lucknow on this _____ day of _____, Two Thousand Twenty-six between Reserve Bank of India, a statutory body established under the RBI Act, 1934, having its Central Office at Fort, Mumbai, and one of its Offices at Lucknow, represented by its Regional Director / Authorized Officer, Reserve Bank of India, Lucknow-226001. (Hereinafter called “**the EMPLOYER**”) on the one part

AND

_____ (proprietorship/partnership firm/ Company), incorporated under the provisions of the Companies Act (in case of a Company) and having its registered office at _____ (hereinafter called “**the CONTRACTOR**”) represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a Contractor for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow has caused requirements and specifications describing the works to be done to be prepared by or under the direction of Bank’s Regional Director.

AND WHEREAS the Employer had called for tenders from eligible contractors Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the said conditions numbered _____ to _____ inclusive, the Specifications and the Schedule relating to the works specified in the memorandum have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein, and to the Terms and Conditions of Contract set forth in the Tender document, (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon at the respective rate 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").

A. NOW IT IS HEREBY AGREED AS FOLLOWS

1. This agreement will come into effect from ----- and will remain in force up to ----- --. However, the contract may be extended further on same terms and conditions, for another two years, one year at a time, or part thereof with mutual consent of both the parties, subject to satisfactory performance of the services provided and adherence to contractual obligations by the concerned firm/company.
2. The charges of ₹ (Rupees_____ only) will be inclusive of manpower used for efficient rendering of the maintenance services and shall be payable on monthly basis subject to submission of bill/invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily, subject to statutory deductions.
3. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
4. The above charges also include GST, Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority.
5. The said conditions and scope of work thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said Conditions contained and the correspondence contained
6. The contractor shall be responsible for providing services on regular basis as per the scope

of work and terms and conditions of the contract.

7. The term “Regional Director/Officer-in-Charge” in the said Conditions shall mean the Officer entrusted or any other successor of the Bank nominated by the Employer for that purpose will function as “Regional Director/Officer-in-Charge”.
8. The Reserve Bank of India will administer and arrange for supervision of works through the Bank’s staff including certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract, execution of the work, quality of work, quality of materials, progress and completion of the contract.
9. The plans, agreement and original Tender documents mentioned herein shall form the basis of this Contract.
10. All payments by the Employer under this Contract will be made only at Lucknow.

11. Undertaking

I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of ----- work awarded to me at the rate which is not less than the one prescribed under the Minimum Wages ACT 1948 and to ensure compliance of essential amenities as provided under the CLRA Act 1970 or any amendment, statutory modification thereof and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. I also undertake to ensure compliance with all other laws and statutes (Central as well as State) for the purposes of this agreement. The Bank shall not be liable for any violations by the Contractor in this regard

- a) 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.
- b) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the

quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's officer.

12. Sexual Harassment:

- a) The Contractor shall comply 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 employee within the premises of the Bank, are brought to notice of the Bank, Bank will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.
- b) 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.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues.

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

legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

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

14. Adherence to IS Policy: The Contractor / Employees of the Contractor posted in the Bank premises / Residential Colonies will adhere to the Information Security Policy of the Bank.

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official, and the Contractor has caused its common seal to be affixed hereunto and the

Signature Clause:

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri /(Name and designation)

.....

..... in the presence of

(1)

(Name & Designation)

Estate Department

Reserve Bank of India, Lucknow

(Witness)

(2)

(Name & Designation)

Estate Department

Reserve Bank of India, Lucknow

(Witness)

SIGNED AND DELIVERED BY

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

Address: -----

(Witness)

(2)

Address: -----

(Witness)

Note:

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered into with the contractor.

Section F: General Instructions to Tenderers

Tender in prescribed form shall be submitted in two parts i.e. Part-I and Part-II.

Part - I of the Tender, titled “E-Tender for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow”

1. shall be submitted containing the following:

- (i) Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the Tender documents.
- (ii) The Bank discourages the stipulation of any additional conditions by the tenderer. However, in case the tenderer wishes to include any condition/ clarification/ covering letter, while tendering for the work, he will have to submit the same in along with the following and submitted under Part - I:
 - (a) List of deviations, if any, in commercial terms and conditions.
 - (b) List of deviation, if any, in technical specification.
 - (c) Any other technical information the tenderer wishes to furnish.

(iii) The Tender Document (Part-I) issued by the Bank – duly stamped and signed.

- 2. Only those proprietorship firms/partnership firms/companies with requisite years of experience in related trades like horticulture and gardening works etc. are eligible to participate in e-Tendering.
- 3. Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders either in whole or in part, without assigning any reasons for doing so.
- 4. **Information Gathering & Site Inspection:** The Tenderer must obtain for himself and at his own expense all the information which may be necessary for the purpose of Tendering and for

entering into a contract and must inspect the site of the work with prior permission and acquaint himself with all local conditions, means of access to the work, nature of work and the matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

5. The rates quoted in the Tender shall be for the complete item including materials, labour, tools, machines required at site for all the locations, Buildings, floors, etc. The rates for the items in Part II should be quoted Exclusive of GST, wherein the total of all the items under, price bid will be subjected to applicable GST. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever, except for changes if any in the statutory minimum wages announced by the Government of India under the Minimum Wages Act. The rates shall also include material transportation, loading and unloading, freight charges, transit insurance etc.
6. The payment shall be made on a monthly basis (by credit to bank account through NEFT) after satisfactory completion of the work duly acknowledged by the concerned official and certified by the Caretaker and Bank's Security Officer.
7. **Part - II** of the Tender will contain no conditions but only the Price Bid in the Schedule of Quantities titled "Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow"
8. This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Part - II) in figures **and percentage** in the columns specified against each item of work in the document. All applicable items of work shall be quoted.
9. **Rates:** The employer reserves the right to adjust arithmetical or other errors in the Tender in accordance with the following general rules. In the event of an error in the amount column arising as a result of wrong product extension, the unit or item rates shall be regarded as firm and extension amended accordingly.
 - a) Rates shall be quoted both in figures and percentage in columns specified. If rate for any item is not mentioned in the Tender therein, the Tender will be rejected. No advice whatsoever especially on any change in rate, specifications, or conditions after opening of Part II of the

Tender will be entertained.

- b) The rates shall also be firm and be valid for the entire duration of the contract and / or extension thereof and shall not be subject to exchange variations, labour conditions, fluctuations in freights charges or any conditions whatsoever.
- c) The rates quoted in the Tender shall include all charges. The prices quoted shall be deemed to have included all applicable taxes (excluding GST), custom duty, excise duty, local levies, etc.and any other prevailing taxes, royalties and duty levied by the Central Government or any State Government or local authority, if applicable. No separate claim in respect of any other tax, duty, or levy whether existing or future shall be entertained by the Employer.

10. **Job Work on Lump Sum Basis:** The Contractor shall note that unless otherwise stated, the Tender is strictly on Job Work on Lump sum Basis and his attention is drawn to the fact that rates for each and every Job should be correct, workable and self- supporting. The quantities in the Part – II of Tender approximately indicates the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. Claim in such case shall be entertained on pro rata basis.

11. **Tender Format:** The Tenderer shall use only the forms issued by the Bank to fill in the rates. Any addition/alteration in the text of the Tender form made by the Tenderer shall not be valid and shall be treated as null and void.

12. Opening of Tender:

- a) **Part-I** of the Tenders will be opened at August 18, 2026, at 1200 Hrs. (If this day falls to be a holiday, tenders will be opened on the next working day of the Bank) in the presence of Tenderers or their authorized representatives who choose to be present by the Tenderers.
- b) It is not incumbent on the Bank to accept any additional condition given by the tenderer; the tenderers shall withdraw all his conditions which are not acceptable to the Bank.
- c) The Bank reserves the right to reject offer even after opening Part–I of the Tender and submitted Part–II of the Tender.
- d) Opening of Part II of the Bid: After verification of Part-I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in part-I and this notification will be

opened. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD stands automatically forfeited, whether before award of work or otherwise.

13. **Last Date:** No Tender will be accepted after August 17, 2026, at 1100 Hrs under any circumstances whatsoever.
14. **Disqualification - Missing & Unsigned documents:** The Tender form must be filled in English only. If any of the documents are missing or unsigned, the Tender may be considered invalid by the Bank at its discretion.
15. **Right to Accept or Reject:** The Reserve Bank of India does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tenders without assigning any reasons for doing so. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may and has a right to modify/ withdraw the tender.
16. **Validity of Tender:** The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part-I, which period may be further extended by mutual agreement in writing by the Tenderer. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates. The EMD will be forfeited in case of withdrawal after the opening of the technical bid.
17. **Broad Scope of Work:** The scope of work shall be as given in the Tender document.
18. **Lowest Tender Not Necessarily to Be Accepted:** The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance of any Tender. The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, damages, and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may elect to modify/withdraw the Tender.

19. **Earnest Money and Performance Guarantee during contract period:**

- a) Tenderers shall pay as Earnest Money Deposit a sum of ₹ 98,000/- (Ninty-Eight Thousand

only) by DD or NEFT in favour of the Reserve Bank of India, Lucknow. The detail of the account is as mentioned below

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.

Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or cheque etc. On award of contract, the successful Tenderer shall furnish a Performance Bank Guarantee of 5% of the contracted value from any scheduled Bank in the form prescribed by the Bank (which will be submitted along with letter of acceptance) towards security deposit for the due fulfilment of the contract. Tenderers are encouraged to submit e-BGs instead of traditional paper- based bank guarantees. The Bank reserves the right to verify the authenticity of eBGs and take necessary actions in case of discrepancies.

b) The Earnest Money Deposit submitted by successful Tenderer shall be returned within one month of award of work post submission of the Performance Bank Guarantee. The Performance Bank Guarantee towards security deposit shall be valid for the entire contract period.

c) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the payable bill amount / security deposit.

20. Terms of Payment: 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. Wages must be paid to the employees by the contractor and claimed thereafter from the Bank.

21. **Taxes:** The prices quoted shall be deemed to have included all applicable taxes (excluding GST), custom duty, excise duty, local levies, works contract tax, etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

22. **Insurance in respect of damage to the person and property:** The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any of his employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third party.

An insurance policy covering the third-party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to the other's materials/equipment/properties including those, if any of the bank during construction/erection/commissioning of the said contract work at site. The value of third-party liability for compensation for loss of human life or full/partial disablement shall be of required

statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be approved by the bank. The sub-contractors of the contractor shall not be the holders or beneficiaries in the policy, nor shall they be named in the policy. The Bank shall be the principal holder of the policy along with the contractor. The Bank reserves the exclusive right to assign the policy.

The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the architect from time to time during the currency of the contract. The contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under Workmen's compensation Act or any other status in force during the currency of this contract at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, in the joint names of the employer and the contractor against such risks.

The contractor shall be responsible for any liability which may be executed from the insurance policies above referred to and for all other damages to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this indemnify the employer in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges, and expense arising or accruing from or in respect of any such claims or damage from any or all the sums due or to become due to the contractor without prejudice to the Employer's other rights in respect thereof. The contractor shall at his own expense arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policy in the joint name of employer and himself with the employer being first (principal) and deposit such policy or policies with the employer from time during the currency of the contract.

I. Workmen Compensation policy

II. Third Party liability policy with the limits as under

a) Rs. 10,00,000/- per annum

b) Rs. 2,00,000/- per occurrence

III. Contractor All Risk policy

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

23. Signing of Contract Agreement: The General instructions to the Tenderers' and hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the Tender documents, the subsequent correspondence exchanged between the Bank and the Tenderer, and the work order placed shall be the basis of the final contract to be entered into with the successful Tenderer.

24. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.

25. The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the Tender may be rejected.

26. On receipt of intimation from the Bank of the acceptance of his/their Tender, the successful Tenderer shall be bound to implement the Contract and within fourteen days thereof the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so Tendering, whether such contract is or is not subsequently executed.

27. The contractor shall not assign the contract. He shall not sublet any portion of the contract. In case of breach of these conditions, the employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the employer, without prejudice to his other remedies against the Contractor.

28. **Language:** The documents to be submitted by the tenderer / bidder / vendor / contractor shall be either in English or Hindi. However, in case any ambiguity in the interpretation, the English Version shall prevail.

29. **Right to Accept Part Tender:** The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

30. **Other Issues:** The Contractor shall carry out all the work strictly in accordance with the detailed specifications and instructions of the Bank's officials. If in the opinion of the Bank's officials, nominal changes must be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

31. **Amendment of Tender Document:** At any time prior to the deadline for submission of E-Tenders, the Bank may amend this document by issuing amendments / corrigendum on RBI website (www.rbi.org.in) and on CPP portal. Any amendments / corrigendum issued shall be a part of this document. To give prospective tenderers reasonable time in which to take any / all amendments / corrigendum into account in preparing their Tenders. The Bank may, at its discretion, extend the deadline for the submission of E-Tenders.

32. **Settlement of Disputes by Arbitration:**

- a) All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after its completion and whether before or after the termination or abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal. But if the Contractor is dissatisfied on any matter, he may within 28 days after receiving notice of such decision, give a written notice to the other party requiring that the matters in dispute be referred for arbitration. Such written notice

shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator shall be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties shall nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

- b) The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
- c) The arbitrator or arbitrators, 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.
- d) Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and shall direct by whom and to whom and in what manner the same shall be borne and paid
- e) This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that

arbitration under this clause shall be a condition precedent to any right of action under the contract.

(f) The agreement shall be subject to the jurisdiction of the Hon'ble High Court of Uttar Pradesh at Lucknow.

33. Compliance of the requirements of the Minimum Wages Act / Rules and Contract Labour (R & A) Act / Rules and other Laws/Rules/Notification as applicable:

- a) The contractor shall be responsible to get himself registered under the Contract Labour (Regulation and Abolition) Act, 1970 / the Contract Labour (Regulation and Abolition) Central Rules, 1971 and other relevant laws, whenever it is required. The Contractor shall follow all the relevant provisions of the Contract Labour (R & A) Act, 1970 and Contract Labour (R & A) Central Rules, 1971 or any amendment, statutory modification thereof, and ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).
- b) The Contractor shall be responsible to make payment to their workmen strictly in accordance with the provisions of the Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and the Notifications issued there under by the Government of India from time to time. The contractor shall maintain the relevant records with regard to minimum wages as required under the Minimum Wages Act / Rules / Notifications issued by the Government of India from time to time.
- c) The Contractor shall maintain all the documents, Registers and records as required under the Contract Labour (R & A) Act, 1970 / the Contract Labour (R & A) Central Rules, 1971, Minimum Wages Act, 1948 and Minimum Wages (Central) Rules 1950 and any of the applicable labour and general laws/Rules and Notifications issued by the State/ Central Government and make the same available for inspection by the Employer or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.
- d) The Contractor shall be responsible to ascertain any changes made applicable in the rates

of minimum wages by the Government of India vide their Notification issued from time to time and shall implement the said changes and make payment of wages to their workmen accordingly with immediate effect and maintain all the records updated in this regard and keep the Employer posted with the said development producing the necessary documentary proof without delay.

e) The Contractor shall be responsible for due compliance of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Payment of Gratuity, Workmen's Compensations Act, bonus etc. and any other applicable Laws / Regulations / Rules Notifications issued by State/ Central Government. The successful bidder/contractor shall commence the work only after furnishing to the Bank the following

- Labour License
- Provident Fund Code Number
- E S I Code Number
- Registration Number
- Maintenance Register of workers
- Police verification of Horticulture staff

f) The Employer shall not, in any manner, be responsible for any act, omission or commission on part of the Contractor and no claim in this respect will lie against the Employer or his representatives.

g) The proof of remittance of statutory contribution of PF (Employer and Employee) and ESI to the appropriate agency, for those workers deployed by the Contractor to execute the contract work in the Bank, must be provided by the selected Contractor/Agency to the Bank every month along with the claim bill, failing which the claim bill shall not be settled.

34. Police Verification of all Workmen / Supervisors / Officials for entering into the Bank's Premises: The agency shall obtain Police verification report on character and antecedents of its personnel and other details relating to age, educational qualifications, name and permanent address, contact numbers to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's premises. Only able bodied, physically fit, well

trained, literate, well mannered, disciplined, and honest personnel shall be deployed. A certificate to the effect that Police Verification of all employees deployed in the services of the Bank has been done and are available with the firm, needs to be submitted within one month of start of the contract to the Bank. Bank can verify these at any point of time during the contract duration.

35. Hindi Version of this tender document is for ready reference only. In case of any doubt/ difference arises with reference to the interpretation of any clause of this tender document, English version of this tender document shall prevail for the same.

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

Signature of Tenderer with seal Address:

Date

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all 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, an extra mazdoor shall be engaged for holding the ladder.
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 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. 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 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 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 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.

Section G: Part I: Technical Bid

To,
Regional Director
Reserve Bank of India
Estate Department

Lucknow- 226010

<u>S. No</u>	<u>Particulars</u>	<u>Details to be filled in by the Tenderer</u>
1.	Name of the Organisation	
2.	Type of organisation – (whether Proprietorship / Partnership / LLP / Pvt. Ltd./ Ltd. Company) (b) Date of Establishment Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc. (not applicable in the case of a sole proprietorship).	
3.	Name of the proprietor /partners /directors of the organisation with designation	
4.	Regd. Office/ Business Address of the organization along with Telephone No., Mobile No., Fax No. and e-mail. (a) Whether having own office in Lucknow. (b) Address of the local office at	

	Lucknow. Name of the authorised official and his/ her telephone number.	
5.	Work Experience – Details of work experience as per the requirement in the Eligibility Criteria and Terms and Conditions supported by work orders, documents and certificates. The details along with documentary evidence of previous experience, if any, of similar services or the Reserve Bank of India at any centre or government/ semi – Government/ Public Sector undertakings/ Banks/ MNCs should also be given.	
6.	Whether average annual business turnover of last three financial years is ₹49 lakh (Rupees Forty-nine lakhs) or more. (Supporting documents to be enclosed) up to March 31, 2026	
7.	Income Tax Returns of three financial years: F.Y. 2023 – 2024 F.Y. 2024 – 2025 F.Y. 2025– 2026	
8.	Copy of audited Balance Sheets with Profit and Loss Statement for last three financial years 2023-24, 2024-25 and 2025-26.	

9.	Whether registered with Labour Department under the Contract Labour (R & A) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971. If yes, indicate the date of registration. (A copy of Certificate/ Registration to be submitted).	
10.	Name and Address of the Banker. The Bankers Certificate regarding financial standing of the Tenderer is to be given by the banker on its letter head as per format attached with this Tender document. (Annex-I)	
11.	Name and Address of the existing clients along with full details. The Clients Report from top three existing clients is required as per format attached with this Tender document (Annex-II)	
12.	The Bank Account (IFSC Code and Account Number) where payments would be received by the organization.	
13.	Any Disputes (including with statutory authorities) are pending and details of the stage of proceedings.	
14.	Indicate if involved in any litigation	
15.	Copy of the PAN, TIN and GST Registration wherever applicable.	
16.	Provident Fund Account Number	
17.	ESI Number	

18.	Licence Number under Contract Labour (R&A) Act	
19	NEFT/DD of ₹98,000/- (Rupees Ninty Eight thousand only) deposited in favour of RBI, Lucknow, representing Earnest Money Deposit.	
20.	Copy of Terms and Conditions duly signed by the Authorized person(s).	
21.	Any other document/s required to be submitted, as mentioned above or as demanded by the Bank.	

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

Signature:

Name:

Seal of the Contractor

Declaration

(To be submitted in the Technical Bid on the Letter head of the company, duly signed by authorized signatory)

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

Dated this _____ day of _____ 2026.

Signature of Tenderer with seal Address:

Date

Section H

DETAILED SCOPE OF WORK

a. There will be one experienced Gardener (Shall be considered Skilled labour for “Building Operations” for Area A as per the notification issued by Chief Labour Commissioner (Central)) to control the work/operations at the site and to keep strict control over the labourers. The work shall be carried out under strict control, guidelines, and supervision of experienced supervisor engaged by the Contractor. It shall also be the duty of the supervisor to take instructions from the competent authority in the Bank and follow them on a day-to-day basis. The contractor shall deploy experienced gardeners (including OWC operator), to carry out the work in time as per the contract.

The scope of work of skilled gardener shall include the following have at least

- i. technical aspects of plant health, soil management, and seasonal planning. Horticulture expert should have studied Floriculture/Agriculture/Horticulture/forestry/Botany etc. at least at Intermediate level.
- ii. Shall submit monthly technical reports to the Bank.
- iii. 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).
- iv. Attend monthly review meeting

b. Applying and spraying of Insecticides/Pesticides, weed killer etc., for making the trees disease free, shall be done by the Contractor. The cost of Insecticides/Pesticides, weed killer etc will 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. **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 NABL accredited laboratory (at his own cost), to ascertain soil quality (physical and chemical) for healthy growth of grass,

flowering plants and creepers, trees and ground covers etc. 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. **Soil testing shall be conducted quarterly, and the contractor shall submit a corrective action plan within 7 days of receiving test results. No extra payment for the soil testing work will be given to the firm.** Contractor will submit a calendar for the whole year indicating therein all activities to be performed 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 earth (min 2 trolley), cow dung manure (min. 4 trolley) over the year as required and fertilizers etc., watering, de-weeding, cutting and pruning of shrubs, trees and creepers, trimming of hedges, shrubs, cutting of big/small trees, re-plantation of damaged or dead saplings, preparation of flower beds and planting seasonal flowers. 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. Skilled 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. New Plants – In case new plants/saplings are to be planted at desired place/places, cost of new plant/ sapling will be reimbursed by the Bank subject to prior approval of the rates of plants, sapling etc by the Bank's official. It may be noted that this does not include replacement of dead plants. **Plant relocation shall be completed within 24 hours of request, with prior health inspection by the horticulture expert. Desired quantities of earth as per site requirements and as per the instructions of the Bank's engineer shall be spread at required area, the cost of earth may be paid by the Bank per SARs/existing market rate.**

e. Maintaining the existing garden and horticulture works consisting of lawns, hedges, shrubs, flower beds, trees, indoor plants by deploying **8 Nos. gardeners/Mali (Semi-skilled Category) (including 2 OWC operators)** and **1 No. of well experienced Gardener/Supervisor** (Skilled Category) on regular basis (6 days a week) 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 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 wastes in machine, taking out the manure and placing everything at appropriate locations or as advised by Caretaker/Security Officer and also removal of unwanted growth of vegetation around plinth area and around the OWC room. **Skilled Gardener shall conduct daily site inspections and maintain logbook accessible to Bank officials. Working hours may be extended during peak seasons (April–June) to ensure optimal plant care. The agency is required to deploy their staff for 6 days a week generally for 8 working hours working as per timing to be mutually agreed upon as decided by the Bank (excluding 1 hour lunch break).**

- f. The working Hours of the Staff deployed are required to be in consultation with Bank's Caretaker & Security Officers and the Agency has to ensure that sufficient number of staff are present at all times.

g. Gardeners should report to the Caretaker/Officer of P&S Cell daily on regular basis.

Skilled Gardener (Supervisor) **shall submit fortnightly progress reports of work done and attend monthly review meetings with Bank's horticulture Incharge/ Security Officer.**

h. 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, earth, manure etc. as per BOQ, any incidental charges, bonus, EPF, ESI, contractor's profit and overheads, all taxes as may be levied by statutory authorities from time to time. **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.**

i. 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 (March–June), every other day during monsoon (July–October), and every 3 days during winter (November–February). **Smart irrigation timers may be installed with the Bank's approval for maintenance of Vertical Gardens.**

j. Cleaning work of flowerpots and other plants pots, gardens and keeping out dry leaves from the premises shall be done by the contractor's labour on bi-weekly 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. Vertical gardens shall be maintained on weekly basis. Old dead plants/pots shall be replaced on quarterly basis.

k. Re-plantation work of grass and other plants pots, gardens 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 Skilled Gardener. Removal of dangerous branches of trees/branches shall be completed within 72 hours of identification. Submission of deadline shall be 30 days prior to planting, with inclusion of plant sourcing details, expected growth timelines, and maintenance protocols.**

l. Providing all garden equipment like lawn movers, grass cutters, tools, hose pipes for watering, supports for plants as per BOQ. **Manure application may be included on monthly basis during growing seasons and bi-monthly during dormant periods. Organic compost shall constitute at least 70% of total manure used.**

m. 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 flower 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. Monthly summary of plant health may be submitted to the Bank.**

n. Removal of all debris, leaves, branches falling or cut from trees etc. other than materials used in OWC shall be taken out of the Bank's 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.**

o. Providing and doing red/white/colour wash of the stem of the trees up to about 1.00 m in height once in six months & painting of flowerpots with approved paint like snowcem, etc, once in three months. **Tree stem painting shall be extended to quarterly and flowerpot painting shall be done on monthly for high-visibility areas.**

p. Transportation or replacement of potted plants between Bank Building or at any floor of the Office as and when required, directed by Bank P&SO officers.

q. Pruning/Cutting 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 for proper disposal without causing any inconvenience to public. **Pruning shall be scheduled quarterly with advance notice to Bank, and all cuttings shall be chipped on-site for composting unless specified otherwise. Vendor will remove all types of pruning/cutting of branches on the same day and disposed of them within a week as per guidelines of Municipal Corporation guidelines. Vendor will provide necessary all types of additional equipment's like ladder/hydraulic/mechanical lifts/safety harness to the gardening staff during pruning of big trees for safety of workers.**

r. Uprooting and cutting the dead trees, plants, unwanted shrubs from the entire campus and taking away the same outside the premises for proper disposal. **Removal shall be completed within 72 hours of identification, with replacement planting scheduled within 1 week.**

s. 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.

t. Tools /machines required to be provided by the contractor as per the followings and as per the site requirements: (Indicates in list)

- 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 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)

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.

Details of Manpower - Contractor shall deploy One Supervisor (Skilled Category) with active mobile phone available at site for taking instruction from Bank's officials, office caretaker and

responsible for all the properties/works within this contract. Further, minimum manpower deployment for Bank's each property is as under:-

- (a) Gardener/Mali (06 days in week)- 08 Number (Semi-skilled)
- (b) Skilled Gardener/Supervisor (6 days in week) -01 Number (06 days in week) (Skilled)

u. The payment will be made on a 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 such 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. **10% of monthly payment Deductions may be applied for any failures to meet timelines for specified work or manpower requirements.**

v. 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 workers during rainy season.

w. Contractor shall arrange additional flowerpots and decorative plants at office premises on special occasions of 1st Jan. (New Year), 26 Jan. (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. Yearly Health check-up certificate of staff working in the Bank should be submitted on renewal of the contract. Contractor shall arrange a motorised system for transportation/ mini-tractor and trolley for shifting of horticulture material inside the premises without any cost.

x. 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.

y. 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.

KEY PERSONNEL PROPOSED FOR THE AMC

(To be filled by the bidder and submitted along with Part – I)

Sr. No.	Designation	Minimum No. of personnel	No. of proposed personnel	Qualification/Total years of Relevant Experience	Additional Details in Annexure if any
1					
2					
3					

Note:

NAME AND ADDRESS OF THE CONTRACTOR: SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

Section I: Terms and Conditions of Contract

- 1. Agreement:** On receipt of intimation from the Bank, the acceptance of his/ their tender, the successful Tenderer shall be bound to sign the formal Contract Agreement within Fourteen days, in accordance with the draft agreement and the Schedule of Conditions, but written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the Person so tendering, whether such formal agreement is or is not subsequently executed within the stipulated period of Fourteen days. Unless the Contract Agreement is signed, no payment shall be entertained by the Bank. The agreement shall be executed in duplicate. One copy will remain in the custody of Employer and the second set of copy will remain in the custody of Contractor. The Agreement shall be made on necessary stamp paper (having worth equal to applicable stamp duty in the state of Uttar Pradesh) and the cost of necessary stamp duty on both the documents shall be borne solely by the Contractor.
- 2. Duration of Contract & Review:** Contract to be initially awarded for six months (October 01, 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. If within the first three months the work is found unsatisfactory, the contract can be terminated by giving one-month notice.
- 3. Nature of Work:** Work/job to be undertaken by the contractor through employment of Labourers /workers/employees is not of permanent nature.
- 4. Subletting Contract:** The Contractor shall not assign or sublet any portion of the Contract. The Contractor shall make all arrangements for carrying out the work as per the terms and conditions of the contract; the employer will not provide any kind of assistance in the form of men/ material. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited

to the Employer, without prejudice to his other remedies against the Contractor.

- 5. Earnest Money Deposit:** EMD of the successful Tenderer /Bidder shall be returned on receipt of the Performance Bank Guarantee and will not carry any interest.
- 6. Performance Bank Guarantee:** The Contractor has to provide Performance Bank Guarantee (to be arranged by the contractor at his own cost) in the form of irrevocable Bank Guarantee issued by a scheduled Bank in the prescribed proforma as given in [Annexure III](#) of the tender document within 14 days of the award of the tender. Amount (Security Deposit) equivalent to PBG in lieu of the PBG may also be submitted through online mode (NEFT / RTGS) by the contractor.

The above-noted Performance Guarantee/ Security Deposit shall be valid up to the satisfactory completion of the work in all respects and shall have to be renewed by the contractor up to extended completion time/ renewal time, if any. In case, the contractor fails to comply with any of the above conditions, the Bank will be at liberty to invoke the Guarantee/ Security based on the certificate issued by the Bank's Officer. Tenderers are also encouraged to submit Electronic Bank Guarantee (e-BG) instead of traditional paper-based bank guarantees. The Bank reserves the right to verify the authenticity of e-BGs and take necessary actions in case of discrepancies. No interest will be paid to the bidder for the amount of Security Deposit during the period of agreement.

7. Deductions from EMD/Performance Bank Guarantee:

All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from the dues payable / performance Bank Guarantee if the amount so permits, and Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good the amount so deducted.

8. Working Hours:

- a) The agency is required to deploy their staff for 6 days a week generally for 8 working hours working as per timing to be mutually agreed upon as decided by the Bank (excluding 1-hour lunch break). However, for the emergency works, the staff have to continue to work

till the emergency work is over including holidays.

- b) The working Hours of the Staff deployed are required to be in consultation with Bank's Caretaker & Security officers and Agency has to ensure that all number of staff are present at all times.
- c) The supervisor will also do a continuous daily check of the work being done by the gardener staff. The Logbook will be daily put up to Bank's Caretaker and Security officers the next day and will be scrutinized and verified by them.

9. General Terms & Conditions:

The agency has to deploy a minimum of

(a) Mali/ Gardener (06 days in week)- 8 Nos. (Semi-Skilled)

(b) Supervisor (6 days in week) -01 Nos. (Skilled)

(i) The agency shall deploy their personnel only after obtaining the Bank's approval duly submitting details of these personnel and proper police verification. Before changing the staff, the agency shall give prior information and seek permission of the Bank to do so.

(ii) The agency should ensure that the staff deployed is medically fit and free from contagious diseases.

(iii) It is the responsibility of the agency to ensure that the minimum required strength of staff is deployed on all days except Sunday and Holiday and whenever specifically instructed to do on holidays. The agency shall engage trained and experienced people duly trained for the job and are fit and able to perform their duties.

Ensure that his/her employees, while on the premises of the colony or while carrying out their obligation, observe the standards of cleanliness, decorum, security, safety, good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank shall be the sole judges as to whether or not the Contractor and/or his employees have observed the same.

(iv) In case any of agency's personnel(s) deployed under the contract is (are) absent, a

substitute shall be provided by the agency immediately. In case of absence without providing a substitute, Bank reserves the right to impose a penalty equal to the daily wages of the absent personnel and the same shall be deducted from the agency's bills.

- (v) In case it is observed that the agency's personnel is/ are repeatedly late in reporting for work or leave the premises without completing their work and before scheduled timings, Bank reserves the right to impose a monetary penalty as deemed fit.
- (vi) In case any complaint is received regarding misconduct/misbehavior of agency's personnel, or of poor quality of work. It shall be obligatory upon the agency to remove the said personnel from the site immediately after being notified by the Bank.
- (vii) Every employee so engaged by the agency shall wear company I-Card, uniform having firm's name and logo, shoes/sandals, Raincoat and a badge bearing his/her name, while on duty. No separate claim in this regard shall be entertained by the Bank.
- (viii) The Bank has the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duty.
- (ix) The agency shall not engage any sub-agency or transfer the contract to any other person in any manner.
- (x) The supervisor will also do a continuous check of the work being done by the agency staff. He / She should check maintain a log book of the same. The Log book will be daily put up to Bank's Caretaker and Security Officer the next day and will be scrutinized and verified by them
- (xi) The agency shall obtain Police Verification Report on his/her character and antecedents of all its personnel and other details relating to age, educational qualifications, name and permanent address, contact numbers to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's Main Office Building. A certificate to the effect that Police Verification of all employees deployed in the services of the Bank has been done and are available with the firm, needs to be submitted within one month of start of the contract to the Bank. Bank can verify these at any point of time during the contract duration.

(xii) Agency should ensure that all persons deployed are insured, for which no extra payment will be made by the Bank. The Bank will not be liable for any damages/injuries to persons as a part of execution of this contract. All liabilities arising out of accident or death while on duty shall be borne by the agency.

(xiii) The agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank and shall not knowingly lend to any person or company any of the effects of the Bank under its area of responsibility.

(xiv) The agency shall be responsible to maintain all property and equipment of the RBI provided to it. Any damage or loss caused by agency's persons to the Bank in whatever shape would be recovered from the agency.

(xv) In the event of any loss occasion to the Bank, as a result of any lapse on the part of the agency, the said loss shall be claimed from the agency up to the value of the loss. The decision of the Regional Director, RBI Lucknow will be final and binding on the agency.

(xvi) Any liability arising out of any litigation, or any act of Agency's personnel shall be directly borne by the agency including all expenses/fines. The concerned agency's personnel shall attend the court as and when required.

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

(xviii) The Vendor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the agency.

(xix) The Bank shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the agency.

- (xx) If, as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the Tender, it shall be recovered by the Bank from the agency.
- (xxi) In the event of any provisions of the contract requiring modification after the agreement has been signed, the same shall be made in writing and signed by the Bank represented by its authorised officer and the Agency or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties.
- (xxii) The Agency will maintain a register in which day to day deployment of personnel will be maintained. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, duly countersigned by Caretaker should be shown. The agency has to give an undertaking regarding payment of wages as per all applicable Govt. rules and laws in force.
- (xxiii) The Bank will not provide any kind of accommodation to the agency in the Bank's premises.
- (xxiv) In the event of termination of the contract for any reason whatsoever, the agency/ or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- (xxv) The Contractor shall ensure payment of minimum wages to the workman employed by him/them and obtain their signature or thumb impression on the wage slip in the presence of the Bank's authorized officer assigned for this work. The register shall be submitted to the Bank after every payment to the workmen. In addition, he/they have to provide essential amenities like drinking water, first aid facility etc. to its employees as per Contract Labour (Regulation and Abolition) Act, 1970. The agency/Contractor has to give undertaking on Non Judicial Stamp paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act, 1970 and also keep the principal employee indemnified against all the actions that may be initiated against the principal employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.

- (xxvi) The Contractor shall obtain a license as contemplated under Contract Labour (Regulation and Abolition) Act 1970 or any other law as applicable, failing which he alone would be responsible for actions/proceedings ensuring there to. The Bank shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way be made liable to the labourers engaged by the Contractor.
- (xxvii) The Contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act 1972 or any other rules / regulations / statute / Notifications issued by the State/Central Government. The Contractor solely shall be responsible for liabilities, if any, in this regard.
- (xxviii) The Bank prefers that the Agency should pay their staff wages at-least by 10th of every month by means of NEFT/RTGS/Cheque and for this purpose a bank account should be maintained by their staff.
- (xxix) The Agency should submit a certificate every month along with the next month invoice from the second month itself that the wages to all his staff deployed in the Bank have been paid complying all Govt. Rules and Regulations and according to Minimum Wages Act 1948. Without this certificate the bill payment will not be processed.
- (xxx) The Bank reserves the right to ask the Contractor to deposit the proof of depositing employee's contribution towards PF/ESI/Salary/Gratuity/Bonus as applicable or any other component etc. of each employee on a monthly basis.
- (xxxi) The payment to the agency for the work done/service provided shall be made on monthly basis subject to the following:
- (a) The work has been satisfactorily executed, as per the Terms & Conditions of the contract, for the month for which the agency has raised the bill.

- (b) The disbursement of the wages to the workers has already been done by the agency for the month for which the payment to the agency is under consideration.
- (c) Written records for having made these payments may be asked by the Bank at any time for its verification.
- (xxxii) The Bank will deduct Income Tax at source under Section 194-C of Income Tax Act., from the agency at the prevailing rates of such sum as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.
- (xxxiii) The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, ESI Act 1948, Workmen's Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Uttar Pradesh Industrial Establishment, (National & Festival Holidays) Act 1963 and the Rules where under or any other Laws and Rules as may be applicable to the contract workmen from time to time. The Contractor shall produce registers and records and comply with other directions issued by the Bank for compliance of the statutory provisions.
- (xxxiv) The agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the agency in respect thereof, which may arise.

10. Payment to Contractor:

- a. The payment will be made on a monthly basis on actuals/ pro-rata basis subject to satisfactory service.
- b. When any work is carried out to any of the Banks' areas, the record giving full details duly signed by the caretaker and Security Officer of the Bank is essential for settling the bills.

- c. The concerned caretaker 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).

Escalation Clause: Statutory Charges will be proportionately varied as and when, the Minimum Wages/GST/any other statutory charges, taxes etc. are revised by Labour Commissioner/Statutory authority, such revised rates will be binding on both the parties.

11. Payment by Contractor to Contract Workers:

- a. Tenderer is advised to ensure payment of wages to all employees including contract workers only through Bank account.
- b. Being a Principal Employer, the Bank shall be at liberty to call upon the tenderer to submit the evidence in respect of complying with this condition at Bank's discretion.
- c. Photocopy of Wage slips duly signed by Contractor and counter signed by each labourer to be submitted to Bank.
- d. The contractor will have to comply with the provisions of the Minimum Wages Act and other statutory obligations (i.e. the Employees Provident Fund, Employee State Insurance Corporation etc.) and submit proof of payment in respect of the same to the Bank. (This should include bank account details regarding payment of Employees Provident Fund, ESIC premium and wages). Labourers/Workers if deployed on National Holidays shall be compensated appropriately by contractor and the charges/expenditure for the same are to be borne by the contractor. The same may be accounted for during submission of price bid.
- e. The contractor shall provide annual health check for employees above 40 years of age at his own cost.

12. Liquidated damages: will be levied in following manner: In case of the requisite number of services for the duration of time as mandated on daily basis are not made available, Bank shall recover Damages on Pro-rata basis in respect of deficiency in number of services provided/ work executed and/or deficiency in duration of service (in hours), subject to a maximum of 10% of contract value.

13. Sexual Harassment:

- a) The Contractor shall comply 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 employee within the premises of the Bank, are brought to notice of the Bank, Bank will undertake action that may deem fit, including criminal proceedings and Termination of contract/agreement.
- b) 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.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief to Bank’s employee, if sexual violence by the employee of the Contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues. **Clarification:** In all cases of omissions and/ or doubts or discrepancies in any item or specification a reference shall be made to the Employer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

14. Termination of Agreement: Without prejudice to what is contained herein above, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if In the opinion of the Bank (which shall not be called in question by the Contractor and shall be binding on the Contractor) the Contractor fails or refuse to implement this agreement to the Bank’s satisfaction and/or.

- The Contractor commits a breach of any terms and conditions of this agreement and/or.
 - In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/or
 - The Contractor is adjudged an insolvent, or a compromise is entered by him with his creditors or if distress or executions or other process is levied upon or receiver is appointed for any part of the assets or property of Contractor and/or,
 - For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or.
 - There is any variation in the ownership/partnership or management of the Contractor or his business without the prior approval in writing of the Bank to such variation.
 - In the event of termination of this agreement for any reason whatsoever, the Contractor/or persons employed by him, or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- 15.** That the Bank shall not be responsible for payment of any compensation for death of or injury or accident to any of the deployed Staff which may arise out of and in the course of their duties and employment. It is agreed and understood that the Contractor shall alone be liable to pay such damages or compensation to such deployed Staff and their families.
- 16.** That all precautions shall be taken by the Agency towards the safety of its employees deployed at the Bank and it will be the sole responsibility of the Agency towards any untoward incident i.e. compensation etc., to its employees.
- 17. Clarification:** In all cases of omissions and/ or doubts or discrepancies in any item or specification a reference shall be made to the Employer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

Award of Contract

- a) The Bank will award the contract to the L1 bidder/successful bidder as per fulfilment of all the terms and conditions to this Tender.
- b) The Bank will communicate the decision through a “Letter of Offer”.
- c) The successful bidder will be required to execute a contract agreement within a period of 14 days from the date of issue of Letter of Offer. The successful bidder shall be required to furnish a Performance Bank Guarantee/Security Deposit within 14 days of receipt of “Letter of Offer” for an amount of 5% of the contract value in favour of Reserve Bank of India, Lucknow.
- d) The Performance Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- e) In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the agency accordingly.
- f) The successful bidder may be assigned additional area of the Bank for the purpose of providing Services on the rates and terms mutually acceptable.
- g) The successful bidder shall mention, in the prescribed Performa, the number of personnel including supervisors he proposes to deploy on day-to-day basis, for the smooth execution of the work.
- h) The successful bidder shall mention, in the prescribed Performa, the number of personnel including supervisor he proposes to deploy on day-to-day basis, for the smooth execution of the work.

I/We have read the General Information, Scope of Work, Terms & Conditions explicitly mentioned above and accept the same to execute the contract, if awarded.

SIGNATURE & SEAL OF THE APPLICANT

(Please sign at the bottom of all pages)

Details of Bankers
(On Agency/ Vendor letter head)

(Annex-I)

S.No	Particulars	Details
1.	Name of the Banker:	
2.	Name of the Branch and its Complete Postal Address:	
3.	Name and job title of the Contact Person along with his/her Telephone	
4.	No(s) and Fax No(s)., etc.	
5.	Type of Account:	
6.	Account Number:	
7.	IFSC Code:	
8.	Whether Credit facility / Overdraft Facility enjoyed by the Contractor:	
9.	The period from which the Contractor has been banking with the Banker:	
10.	Any other information which the Contractor may like to furnish about its Banker	

Authorised Signatory
(With Name and Seal)

To,

Regional Director,
Reserve Bank of India,
Lucknow

FORM OF BANKS CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm/company.
3. Turnover of the firm for the last 3 financial years (year wise).
 - (i)
 - (ii)
 - (iii)
4. Credit facility/ Overdraft facility availed by the firm:
5. Conduct (Satisfactory/ Unsatisfactory/if Others - please specify)
6. Date of opening of account:
7. Account Type
 - i. Account Number
 - ii. Account Holder Name
 - iii. IFSC Code
8. Any other remarks
9. Kindly provide your opinion on whether the above firm/company is considered financially sound to be entrusted with the contract for works estimated to cost Rs 49 Lakhs.

(Signature)

Name of authorized signatory

Designation

Employee Id (with bank seal)

Note: Banks' certificates should be on letter head of the Bank.

In case of partnership firm, certificate should include names of all partners as recorded in banks record.

Clients Report

Annex II

1	Work order/reference No. and Agreement Date	
2	Gross value of the contract (in Rupees)	
3	Date of commencement of contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (If any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
	a) Quality of Security provided by the firm	Outstanding/VeryGood/Good/satisfactory/Poor
	b) Technical proficiency/competence	Outstanding/VeryGood/Good/satisfactory/Poor
	c) Integrity and reliability of the partners/proprietors of the firm	Outstanding/VeryGood/Good/satisfactory/Poor
	d) Integrity and reliability of the Personnel deployed	Outstanding/VeryGood/Good/satisfactory/Poor
	e) Dealings in the execution of the work, adherence to schedule and time	Outstanding/VeryGood/Good/satisfactory/Poor
7	Did the firm go for arbitration?	

8	Any other information in your view will help us in making our decision	
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(On Client's Letter Head) Performance details of the Firm: M/s-----Located at.....

Name & Signature of the Reporting Officer (with Office Seal)

Place: Date:

Proforma for Performance Bank Guarantee

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

Place:

Date:

The Regional Director
Reserve Bank of India
Estate Department Lucknow

Dear Sir,

Contract for Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Gomti Nagar, Lucknow- 226010 (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s (Name of the Contractor) (hereinafter called "the said Contractor", which expression shall include its successors and assigns).

AND

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the Contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹_____ or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹_____. We also agree to undertake and confirm that the sum not exceeding ₹_____ as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

2. 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.

3. 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 ₹_____. Our liability under these presents shall not exceed the sum of ₹_____. 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.

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

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

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

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature Name

Address

Witness 2

Signature Name

Address

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

Section: J- Schedule of Quantities

Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, Lucknow

Table :1-This is for illustrative purpose only and the Price Bid should not be submitted with Part I –Technical Bid. It should be submitted online in CPP Portal, and no Enclosure should be enclosed with Part- II

Wages for one year

Wage and other statutory component calculation		
Description	Semi-Skilled	Skilled
Basic + VDA/day	918.00	1008.00
Basic + VDA per Month (calculated for 26 days as per Ministry of Labour and Employment Gazette Notification dated May 08, 2026) 8 Semiskilled (Mali/Gardener) and 1 Skilled workmen (Supervisor/Gardener) per Month	1,90,944.00	26,208.00
Total wage component (Item no 1) for 3 Semi-Skilled and 6 Unskilled workmen per Month	2,17,152.00	
EPF @ 13%/Month for 8 Semi-Skilled and 1 Skilled workmen	15,600.00	1,950.00
ESI @ 3.25%/Month	NA	NA
Gratuity	As applicable	As applicable
Bonus @ 8.33%/Month (as applicable)	15,905.64	2,183.13
EPF+ESI+Bonus+Gratuity as applicable per Month	31,505.64	4,133.13
Total statutory component (Item no 2) for 8 Semi-Skilled and 1 Skilled workmen per month	35,638.77	
Sl. No.	<u>CALCULATION</u>	

A.	Minimum Wage Components: –. Gross Wages of total employees for one year: The amount is inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) Gardener/Mali (Semi-skilled) and Supervisor (Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), Gratuity and Bonus. (Minimum Wage + Statutory Components)			
	<u>Wage Component</u> Manpower deployment charges (Excluding GST)	12	Month	2,17,152.00 per Month 26,05,824.00 per year
	<u>Statutory Components pertaining to wages</u> (i) Contribution towards EPFO Administrative charges under EPFO (ii) EDLI Contribution (excluding GST) (iii) Bonus & Gratuity (Excluding GST)	12	Month	35,638.77 per Month 4,27,665.24 per year
Variable Component:				
B	Contractor profit and Overheads as per tender requirements/ Service Charges (min. 3%) for Item 1 & 2= % of Item No (1+2) Service Charges – (Minimum 3% of A)			To be quoted in CPP portal only
C	Horticulture material like required amount of earth, gobar manure, pesticides, herbicides, etc. tools and tackles, equipment to be procured over the year as per tender terms and conditions. The work also includes providing and supplying of new saplings in order to maintain min. 1500 stock of flowering plants with pots in Main office premises as			To be quoted in CPP portal only

	directed by Bank's Protocol and Security officials.		
D	Cost of set of uniform twice in a year to the workers,(1 set each for summer and winter and raincoat), 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 (applicable as per the scope. Please quote rate for 12 months.	To be quoted in CPP portal only	
Description of material	Quantity	Unit	
Manure	4	trolley	
Earth	2	trolley	
Grass cutters (to be hired on rental basis - 4 Nos.)	4	Number on Rental basis	
I pipe - 800m	2600 approx	ft	
Spades, kudal, khurpi, etc.	Lumpsum		
Water sprinklers (min. 2 Nos.)	2	No.	
Pruners, chainsaw, leaf blower, etc.	Lumpsum	Lumpsum	
Pesticide, etc.	Lumpsum		

Providing and supplying new flower pots along with new saplings for maintenance of min. 1500 flower pots in office premises.	Lumpsum		
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It may be noted that the payment in lieu of supply of material will be processed based on production of actual bills of the material as per the specifications provided by the bank.

Only Variable component has to be quoted in CPP portal.

➤ Bidders must keep in mind the following:

- The price should be quoted for one year.
 - While quoting wage component that if they quote lower than the minimum amount, they shall be liable for **disqualification**.
 - While quoting **Service Charges, amount/percentage lower than the minimum 3% of (Wages + Statutory Components pertaining to wages)**, shall be liable for **disqualification**. They should include all expenditure on providing managerial supervisory/ administrative services to get the work done through their deployed Housekeeping Staff.
 - Offering “zero”/ irrational/ unreasonable/ unworkable quotes shall be liable for **disqualification**.
 - They shall satisfy themselves about the quantity of cleaning materials required for execution of the work. Agency may visit the site to assess the quantum of work before submitting the bids. If they desire so.
- Minimum rates of wages (plus VDA) for “industry” calculated as per the Notification issued by the Chief Labour Commissioner (Central); Ministry of Labour & Employment applicable from April 01, 2026. Any future increase or decrease in these statutory rates like Minimum Wage, VDA, EPF, ESI, Gratuity, Bonus, GST, etc., by the appropriate authority shall be binding on both the parties and shall be paid by the

Bank accordingly.

- Statutory payments EPF and ESI, if applicable, are calculated according to latest rules and regulations stipulated by respective authorities Employees' Provident Fund Organization and Employees' State Insurance Corporation.
- Bonus, if applicable, is calculated as per the latest amendment [The payment of Bonus(Amendment) Act, 2015 notified on 01.01.2016] made effective from 01.04.2014.

Part II

Annual Maintenance Contract for Horticulture and Gardening work at Office Premises, RBI, 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					
			Semi-Skilled	Skilled	
Basic +VDA/day			918	1008	
Basic +VDA per Month (calculated for 26 days as per Ministry of Labour and Employment Gazette Notification)			Auto Calculated	Auto Calculated	
Total wage component (Item no 1) for 8 Semi-Skilled and 1 Skilled workmen (Gardener)			Auto Calculated		
EPF @ 13%/Month			15,600	1950	
ESI @ 3.25%/Month			NA	NA	
Bonus @ 8.33%/Month			Auto Calculated	Auto Calculated	
Gratuity			As applicable	As applicable	
EPF+ESI+Bonus+Gratuity as applicable per Month			Auto Calculated	Auto Calculated	
Total statutory component (Item no 2) for 8 Semi-Skilled and 1 Skilled workmen			Auto Calculated		
Item no	Description of Item	Quantity	Unit	Rate (excluding GST)	Total/Year (including GST)
1	<u>Wage Component</u> 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 J</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)

2	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 J</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)
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Variable Component

3	Contractor profit and Overheads as per tender requirements/ Service Charges (min. 3%) for Item 1 & 2= % of Item No (1+2)	12	Month	To be quoted in CPP portal only	Auto Calculated as per the rates quoted beside
4	Horticulture material like required amount of earth, gobar manure, pesticides, herbicides, etc. tools and tackles, equipment to be procured over the year as per tender terms and conditions. The work also includes providing and supplying of new saplings in order to maintain min. 1500 stock of flowering plants with pots in Main office premises as directed by Bank's Protocol and Security officials. Please quote rate for 12 months.	12	Month	To be quoted in CPP portal only	Auto Calculated as per the rates quoted beside
5	Cost of set of uniform twice in a year to the workers,(1 set each for summer and winter and	12	Month	To be quoted in CPP	Auto Calculated as per the rates

	raincoat), 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 (applicable as per the scope. Please quote rate for 12 months.			portal only	quoted beside
6	Total including GST				Auto calculated

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. 3 to 5 has to be quoted in CPP portal.

- 1) In case of any emergency, Gardener will have to continue to work & not leave the site till the emergency is over irrespective of the scheduled working hours indicated above.
- 2) The weekly holiday should be given to the workers with an alternative arrangement without any extra cost to the Bank.
- 3) Vendor has to produce the attendance sheet / card along with the bill duly signed by the caretaker and P&SO Officials. Bill for attended days shall be payable to the vendor on the basis of calculated rate per day as per the quoted rate.
- 4) Payment for new development of garden areas/ providing new trees shall be

paid on the basis Market / Purchased rate with overloading of Contractors profit at 15% plus GST (if applicable) or actual basis as per the relevant and genuine invoice as approved by Bank.

- 5) The requirement of any trees, new development of garden area / or consumables shall be reported to Bank & the same shall be purchased & provided only after approval & verification by the Bank.
- 6) 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.
- 7) If debris generated in the work is not removed / carted away from the Bank's premises by the contractor, then the same will be removed by the Bank at the contractor's risk and cost and the actual expenditure incurred for the same shall be recovered from any payment dues to the contractor. No request/claim in this regard will be entertained by the Bank.
- 8) 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 works specified in tender Part-I & visit the site before submitting the bid.**

Place:

Signature and seal of the contractor

Date