



**भारतीय रिजर्व बैंक/ RESERVE BANK OF INDIA
संपदा विभाग/ ESTATE DEPARTMENT
तिरुवनंतपुरम/ THIRUVANANTHAPURAM**

**निविदा आमंत्रण सूचना (एनआईटी)/NOTICE INVITING TENDER (NIT)
(सिर्फ ई-प्रोक्योरमेंट के ज़रिए) / (Only through e-procurement)**

निविदा की अनुसूची (एसओटी)/ SCHEDULE OF TENDER (SOT)

Reserve Bank of India, Thiruvananthapuram (hereinafter referred to as 'the Bank' or 'RBI') invites e-tenders in two parts (Part I – Techno- commercial Bid & Part II – Price Bid) for Providing Services for Horticulture and Gardening Services under Annual Maintenance Contract (AMC) at Bank's Main Office Premises (Bakery Junction) and residential colonies (Kowdiar, Thamalam, Plamoodu and Nanthancode) in Thiruvananthapuram. The tendering would be done through the e-Tendering portal of MSTC Ltd (www.mstcecommerce.com/eprocn). All interested vendors /contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The contract will be initially valid from April 01, 2026, to March 31, 2027, and will be extended, for up to one year, as may be decided by the Bank, for maximum of two more years subject to satisfactory performance, and/ or other parameters as the Bank may decide. The Schedule of e-Tender is as follows:

a. e-Tender Name:	Tender for Horticulture and Gardening Services for the Bank's various Properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode
b. e-Tender no:	RBI/Thiruvananthapuram regional office/Estate/21/25-26/ET/862
c. Mode of Tender	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)

d. Estimated cost of work	Approximately ₹45,00,000/- (Forty-Five Lakhs Only) per annum inclusive of all applicable taxes
e. Earnest Money Deposit (EMD)	<p>₹90,000/- (Rupees Ninety Thousand only) in the form of <u>NEFT or BG</u> (as per Annexure E), in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form at Estate Department., Reserve Bank of India, Bakery Junction, Thiruvananthapuram – 695033 on or before 13:00 hrs on February 27, 2026</p> <p>Details for NEFT for EMD Payment of ₹90,000/- Beneficiary Name: ESTATE<space> Horticulture and Gardening <space>Your Firm's Name Beneficiary Ac No: 8614038 IFSC: RBIS0THPA01 (5th & 10th digit is zero) Remarks: ESTATE Horticulture and Gardening</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on e-tender portal (MSTC) along with the e-tender documents.</p>
f. Due date for submission of EMD	Up to 13:00 hrs. on February 27, 2026
g. Performance Bank Guarantee	5% of the contract value (to be submitted by the successful bidder)
h. Date of NIT/Tender available to parties to view in RBI website/MSTC Portal	January 16, 2026
i. Date of Pre-Bid meeting (Offline)	15:00 hrs. on February 13, 2026 in the Conference Room, Estate Department, Second Floor, Reserve Bank of India, Bakery Junction, Thiruvananthapuram-695033
j. Date of start of e-Tender for submission of Techno-Commercial Bid and Price Bid in MSTC Portal (www.mstcecommerce.com/eprocn)	18:00 hrs. on February 17, 2026
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	14:00 hrs. on February 27, 2026

I. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	16:00 hrs. on February 27, 2026
Date & Time of opening of Part-II (i.e. Price Bid)	Part II Price bid will be opened only for those bidder(s) whose Part I: Techno-commercial Bid is found acceptable by RBI, Thiruvananthapuram. The date of opening of Part II: Price bid will be intimated to the successful bidders through valid e-mail.
m. Transaction Fee	As applicable and charged by MSTC Ltd. Payment of Transaction fee through MSTC Gateway /NEFT / RTGS in favour of MSTC Limited or as advised by M/s. MSTC Ltd
n. Validity of the tender	90 days from the date of opening of the PART- I of the Tender and further extension of validity under mutual agreement

2. Vendors may note that path for new MSTC portal is www.mstcecommerce.com → eProcurement → Common Portal → Vendor Login.

3. Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature. Under no circumstances will EMD-less tenders be accepted.

4. Bank is not obliged to accept tender of low value only. The Bank reserves the right to accept a tender in whole or in part thereof. The Bank also reserves the right to reject all tenders without assigning any reason.

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

**General Manager (Officer-in-Charge)
(Kerala and Lakshadweep)**



भारतीय रिज़र्व बैंक/ RESERVE BANK OF INDIA
संपदा विभाग/ ESTATE DEPARTMENT
तिरुवनंतपुरम/ THIRUVANANTHAPURAM - 695033

(Website: www.rbi.org.in)

(केवल ई-टेंडरिंग/e-Tendering only)

निविदा दस्तावेज़/Tender Document

तिरुवनंतपुरम में स्थित बैंक की विभिन्न संपत्तियों के लिए बागवानी और उद्यान सेवाओं के लिए
निविदा - (ए) मुख्य कार्यालय परिसर, बेकरी जंक्शन (बी) रिज़र्व बैंक अधिकारी क्वार्टर, कवड़ियार
और रिज़र्व बैंक स्टाफ क्वार्टर (सी) तम्मलम (डी) प्लामूदू और (ई) नंतनकोड़

Tender for Horticulture and Gardening Services for the Bank's various properties
located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction (b)
Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c)
Thamalam, (d) Plamoodu and (e) Nanthancode

निविदाकार का नाम/Name of the Tenderer: _____

पता/Address: _____

मोबाइल नं./Mobile no. _____

ई-मेल आईडी/E-mail ID _____

जमा करने की अंतिम तिथि/Due Date of Submission	27 फरवरी, 2026 (अपराह्न 2:00 बजे तक)/February 27, 2026 (up to 14:00 hrs)
निविदा की वैधता/Validity of Tender	निविदा के भाग 1 के खुलने की तिथि से 90 दिन और आपसी सहमति के तहत वैधता का आगे विस्तार/90 days from the date of opening of Part 1 of the tender and further extension of validity under mutual agreement
बोली-पूर्व बैठक (ऑफलाइन)/Pre-Bid Meeting (Offline)	13 फरवरी, 2026 को अपराह्न 3:00 बजे / 15:00 hrs. on February 13, 2026

यह दस्तावेज़ भारतीय रिज़र्व बैंक (RBI) की संपत्ति है। RBI की लिखित अनुमति के बिना, इसे किसी भी इलेक्ट्रॉनिक या अन्य माध्यम पर कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता, सिवाय इसके कि RBI को उक्त उद्देश्य के लिए जवाब देने के उद्देश्य से ही ऐसा किया जाए। इस दस्तावेज़ की सामग्री का उपयोग, यहाँ तक कि अधिकृत कर्मियों/एजेंसियों द्वारा भी, यहाँ निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए, सख्त वर्जित है और कॉपीराइट उल्लंघन माना जाएगा और इस प्रकार, भारतीय कानून के तहत दंडनीय होगा।

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भारतीय रिजर्व बैंक/ RESERVE BANK OF INDIA
संपदा विभाग/ ESTATE DEPARTMENT
तिरुवनंतपुरम/ THIRUVANANTHAPURAM

निविदा आमंत्रण सूचना (एनआईटी)/NOTICE INVITING TENDER (NIT)
(सिर्फ ई-प्रोक्यौरमेंट के ज़रिए) / (Only through e-procurement)

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e. Earnest Money Deposit (EMD)	<p>₹90,000/- (Rupees Ninety Thousand only) in the form of <u>NEFT or BG</u> (as per <u>Annexure E</u>), in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form at Estate Department., Reserve Bank of India, Bakery Junction, Thiruvananthapuram – 695033 on or before 13:00 hrs on February 27, 2026</p> <p>Details for NEFT for EMD Payment of ₹90,000/- Beneficiary Name: ESTATE<space> Horticulture and Gardening <space>Your Firm's Name Beneficiary Ac No: 8614038 IFSC: RBIS0THPA01 (5th & 10th digit is zero) Remarks: ESTATE Horticulture and Gardening</p> <p>Proof of remittance indicating transaction number and other details shall be uploaded on e-tender portal (MSTC) along with the e-tender documents.</p>
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5. Amendments / Corrigendum to be made in the tender, if issued in future, will be notified only in the RBI website and the MSTC website and will not be published in newspapers.

**General Manager (Officer-in-Charge)
(Kerala and Lakshadweep)**



**Reserve Bank of India
Estate Department
Thiruvananthapuram
(Website: www.rbi.org.in)**

DISCLAIMER

Estate Department, Reserve Bank of India, Thiruvananthapuram has prepared this document to give background information on the Project to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors 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 Project or to change the configuration of the Project, 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 thereof. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website and will not be published in the newspaper.

**Reserve Bank of India
Estate Department
Thiruvananthapuram**

e-Tender for Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam (d) Plamoodu and (e) Nanthancode.

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
THIRUVANANTHAPURAM**

**E-TENDER FOR HORTICULTURE & GARDENING SERVICES IN THE MAIN
OFFICE PREMISES AND RESIDENTIAL COLONIES OF RESERVE BANK OF
INDIA, THIRUVANANTHAPURAM**

**Part-I
TECHNO-COMMERCIAL BID**

Due Date of Submission:	February 27, 2026 (up to 14:00 hrs)
Validity of Tender:	90 days from the date of opening of Part-I of the tender and further extension of validity under mutual agreement
Pre-Bid Meeting (offline):	15:00 hrs of February 13, 2026

SECTION I

Important instructions for E-procurement

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of e-Tender:

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

SPECIAL NOTE: The Techno-Commercial Bid and Price Bid must be submitted on-line through www.mstcecommerce.com/eprocn/ (Version 3)

- 1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn e-Procurement → PSU/Govt depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

For further details, go to Download Guide / Video / Registration.

In case of any clarification, please contact MSTC/RBI, Thiruvananthapuram, before the scheduled time of e-Tender.

Contact person (RBI – During Office Hours Only):

Sr.	Name	E-mail ID	Contact No.
1)	Shri Haridas P. G., Assistant General Manager	pgharidas@rbi.org.in ; estatethiro@rbi.org.in	Ph: 0471 2783030
2)	Shri Prasad Chorage, Assistant Manager	prasadchorage@rbi.org.in ;	Ph: 0471 2783052
3)	Shri Sujith M, Assistant	sujithmu@rbi.org.in ;	Ph: 0471 2783034

Contact person (MSTC Ltd) (During Office Hours Only):

HO Central Help Desk: (For vendors)

Phone Number :07969066600

Email: helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability: 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

Contact Persons (MSTC Ltd – During Office Hours only):

Name	E-Mail ID	Landline No.	Mobile No.
Shri Ganesa Murthy	bmtvcmstc@mstcindia.in	0471-2326686	09176616410
Shri Santosh Rajendran	skrajendran@mstcindia.co.in ; tvcopn3mstcindia.in	0471-2326686	08884600700

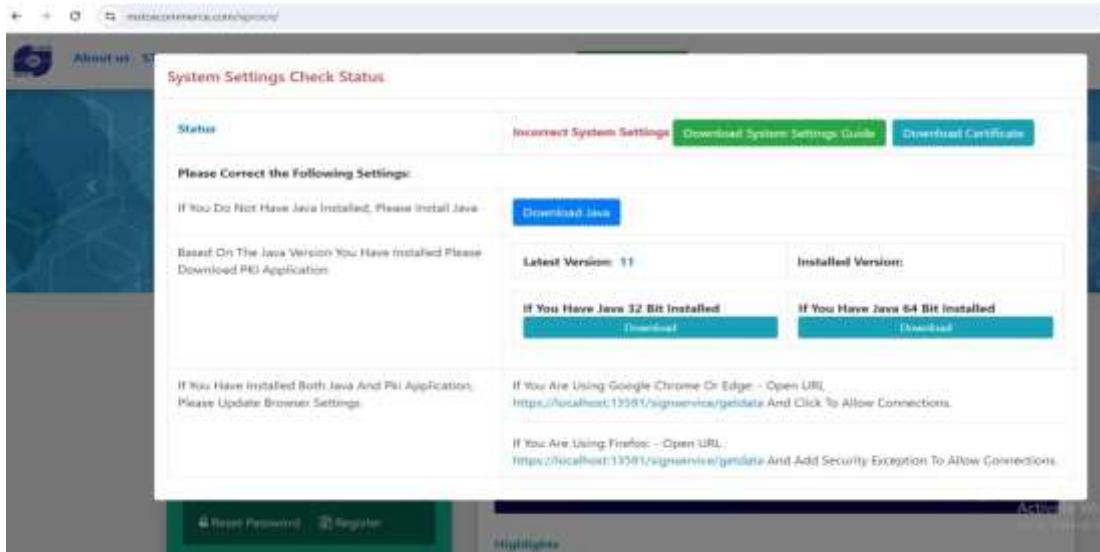
Kerala Branch Office details:

Address: 1st Floor, BSNL CTO Building, Opp Kerala State Secretariat, Mahathma Gandhi Rd, Statue, Thiruvananthapuram- 695001	Mail ID: mstctvc@mstcindia.in	Contact: 0471-2326686
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Guide:

1) System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available at www.mstcecommerce.com/eprocn/



2. Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized.

Transaction fee is non-refundable. A vendor will not have the access to online e- tender without payment of the transaction fee.

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

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

4. E-tender cannot be accessed after the due date and time mentioned in NIT (Notice

inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use ***Upload Documents*** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through ***Attach Document*** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance, please follow instructions of vendor guide.

- a) Bidders need to submit necessary EMD, E-Tender fees, if any and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidders who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com/eprocn/ → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid.

Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the

Techno-Commercial bid & price bid has been saved, the bidder can click on the “Final Submission” button to register their bid

NOTE: - After clicking the final submission “Delete bid” option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this

tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprocn to familiarize them with the system before bidding.

Vendors are requested to quote rates without GST on 'Works Contract' and the total cost including GST shall be calculated by the system. No Change in quoted rates will be accepted.

Important Note

In the price bid due to number of words limitation, complete description could not be accommodated, and description given thereof is brief. Before quoting rates, all the contractors must read the complete details of each item given in the schedule of quantities and other specifications/terms and conditions given in this tender document. For execution and rate purpose, the details given in schedule of quantities in this tender document will be implemented.

SECTION – II

General Instructions regarding Techno-commercial and Price bids (To be read in relevance to e-Tendering process only)

1.1. PART- I (Techno-commercial bid)

Reserve Bank of India, Thiruvananthapuram invites e-Tenders in two parts from Companies/Firms/Agencies for providing **Horticulture and Gardening Services** for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode at an estimated cost of ₹45,00,000/- per annum inclusive of GST.

1.2. Eligibility criteria for participating in the tender.

Company/Firm/Agency who fulfill the following pre-qualification criteria are eligible to apply.

Sl. No	Criteria	Requirement
1	Duration of past experience	Should have minimum 5 years of experience of executing similar works ending last day of the month previous to the one in which applications are invited. Applicant should furnish their client list showing the details of work carried out by them during the last 5 years. The list shall include details such as name of the client, value of work executed, date of start and finish of work, etc. The applicant should submit documentary evidence in support of minimum experience of 5 years.
2	Minimum value of each completed work (qualifying)	Experience of having successfully completed similar works during the last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following: Three similar works each costing not less than the amount equal to 40% (i.e., ₹18,00,000/- per annum) of the estimated cost or Two similar works individually costing not less than the amount equal to 50% (i.e. ₹22,50,000/- per annum) of the estimated cost or One similar work costing not less than the amount equal to 80% (i.e. ₹36,00,000/- per annum) of the estimated cost.
3	Yearly turnover	Should have annual turnover of amount equal to the estimated cost (₹45,00,000/-) during each of the last 3 financial years i.e., up to March 31, 2025. (Audited balance sheet duly certified by a Chartered Accountant or turn over certificate from a CA along with copies of ITRs shall be submitted)
4	Solvency Certificate	Should furnish solvency certificate issued by the applicant's banker, specifically for the purpose of the work for a minimum amount equal to the estimated cost (₹45,00,000/-)

The contractors fulfilling the prescribed criteria should invariably furnish, the following information

in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process along with the tender form.

Please refer to Para 1.4 of Section II.

1.3. Details of the company/firm/agency

- a) The full particulars of the Company/Firm/Agency, in detail, are required to be submitted. In case of a company, the certificate of registration, Memorandum and Articles of Association of the company and other relevant documents and particulars of all the directors and responsible officials are required to be submitted. In case of a partnership firm, the partnership deed, power of attorney, if any and particulars of all the partners constituting the firm; and in case of an Agency or Proprietorship, the particulars of the individual/individuals involved therein along with the name(s) and address(es)' etc. are required to be submitted.
- b) Details of work experience as per the requirements in the pre-qualification criteria supported by work orders, documents, and certificates shall be submitted. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any other centre should also be given.
- c) Income Tax Assessment orders along with latest final order and credit worthiness certificate from the bankers with a copy of the specified accounts of the business of the Contractor for a period of last three financial years duly certified by a Chartered Accountant should be enclosed in proof of credit worthiness and turnover for the last three years.
- d) Written information about the names and addresses of the bankers with full details like names, present contact postal addresses, e-mail IDs, telephone (landline of executives and mobile 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.

1.4. Documents to be uploaded

(i) Scanned copy of Original Documents to be uploaded online through 'mstcecommerce' portal in PDF format while submission of e-Tender (Each file size should not exceed 5 MB):

- a) Audited or CA certified statement of accounts for the last 3 accounting years.
- b) Income Tax Return filed with the Income Tax Department for the last three financial years.
- c) Applicable tax registration certificate, viz., PAN, GST, etc.
- d) Registration Certificate of the company/firm/agency issued by the relevant authority.
- e) E.P.F. Registration Certificate and E.S.I. Registration Certificate.
- f) Solvency Certificate issued by the tenderer's bankers specifically for this work for an

amount equivalent to the estimated cost, for indicating financial soundness of the tenderer.

- g) Copy of license issued by the Regional Labour Commissioner (Central), Office of the Regional Labour Commissioner (Central), Ministry of Labour and Employment, Government of India.
- h) MSME registration Certificate for MSME firm.
- i) 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 Report has to be submitted in prescribed format ([Annex A.pdf](#)).
- j) All documents related to work experience supported by Work Orders, completion certificates and other details. (Refer 1.3 (b) above)
- k) Power of Attorney/Authorisation with the seal of the company/firm/agency in the name of the persons signing the tender documents.
- l) Any other technical information the tenderer wishes to furnish.
- m) Bank Account details of the company/firm/agency in the prescribed format ([Annex B](#))
- n) EMD payment details through NEFT ([Annex C](#))
- o) The tenderer shall have to submit an Undertaking declaring that they have not been convicted in any Court of Law or suspended / blacklisted by any organization on any ground. The tenderer shall also provide details of any civil suit pending in any of the works executed in this regard.
- p) Concealment of facts/ information and subsequent detections thereof of the same/ submission of incorrect information/ forged documents may lead to annulment of the contract / rejection of the bid forthwith.

1.5. 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 candidature.

1.6. Intending tenderer has to deposit EMD (2% of the estimated cost) of ₹90,000/- (Rupees Ninety Thousand only) in the form of Bank Guarantee favouring Reserve Bank of India payable at Thiruvananthapuram.

or

EMD shall be deposited through NEFT in favour of ESTATE<space>Your company/agency/firm name in the A/c No.: 8614038 & IFSC: RBIS0THPA01 on or before the date given in NIT.

1.7. The tenders not accompanied by the Earnest Money Deposit as prescribed in the tender, shall be treated as non-bona-fide tender and shall not be considered for acceptance under any circumstances.

1.8. Under any circumstances, interest will not be paid on EMD.

1.9. EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity or fails to execute the contract or award of work.

1.10. The EMD of the successful bidder shall be refunded by the Bank once the successful bidder submits Performance Bank Guarantee and executes contract agreement with Bank, on which, the Bank shall not pay any interest. EMD of the unsuccessful bidders will be returned of the award of the contract without any interest. EMD shall be forfeited if the bidder withdraws his bid during the validity of tender.

1.11. The successful bidder will be required to execute an agreement incorporating all the terms and conditions of the contract within a period of two weeks from the date of issue of Letter of Award or the date of commencement of work, whichever is earlier. If the successful bidder fails to sign the formal agreement within the stipulated period or fails to commence the work on the due date, the letter awarding the work shall be treated as cancelled and the EMD deposited shall be forfeited. Further, the Bank reserves the right to debar such persons / agencies / companies from participating in any tenders or undertaking any work in the Bank for a period of three years. However, before doing so, the Bank may give such bidders a seven days' notice to show cause (SCN) and consider any reply submitted to the SCN before finally deciding on debarring the person / agency / company. The decision of General Manager (Officer-in-Charge) (Kerala and Lakshadweep) shall be final in this regard.

1.12. The bidder shall submit all relevant documents, reports and other particulars which are to be submitted along with the tender within the due date of submission of tender. However, the Bank reserves the right to ask for clarifications, certificates, reports or any other relevant information from any or all bidders, which shall form part of the eligibility criteria, even after the due date of submission of tender. The bidder shall submit the same within the timeframe specified by the Bank without which the Bank will be constrained to consider the bidder as ineligible.

1.13. Before submitting the tender, the bidder may go through the general terms and conditions, scope of work and all other instructions on which the work will be awarded by the Bank and required to be executed by the successful bidder. The bidders may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are 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 work being awarded under this tender.

2. PART- II (Price Bid)

Part - II of the tender will contain no conditions but only the Price Bid of the tenderer and shall be opened online after due fulfilment of condition as per Part-I tender. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.

I. FIXED COMPONENT:

A) Salary of the Supervisor and workmen deployed for Horticulture and Gardening services (includes minimum wages (GOI), EPF @13%, ESI and minimum bonus at 8.33%) as per the eligibility criteria fixed by GOI.

II. VARIABLE COMPONENT:

B) Service charges cover the following:

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

2.1. The quote offered by the Contractor in the price bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in two components of minimum rates of wages only viz. the Basic rates and Variable Dearness Allowance (VDA), as announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, in proportion to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA) and any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract amount. The Contractor shall keep in mind the possible escalation of these statutory components other than Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under the Price Bid. The decision of the Bank in the matter will be final.

2.2. All statutory deductions, as applicable shall be made from the bills submitted by the company/agency/firm. The Price Bid shall, therefore, be all inclusive. Statutory deductions viz. EPF, ESI etc. included in the fixed component will be paid only on production of documentary evidence.

2.3. The tenders of bidders who resort to irrational underquoting, whether intentionally or erroneously, of any components of price bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder among the eligible bidders. The Bank may seek their rate analysis / breakup and comments within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and such bidders even though offering the lowest among the eligible quotes will not be considered for the selection as successful bidder among the eligible bidders. The decision of the Bank regarding such disqualification are binding on the bidders and shall be final.

2.4. Price Bids shall be inclusive of the cost of the uniform, shoes, identity cards and protective gear provided by the company/agency/firm to the personnel deployed.

2.5. Price Bid should contain only the price filled in Indian Rupees in figures and words and any

condition will make it liable for rejection.

2.6. The Price Bid shall be completed in all respects by an authorized representative of the bidder.

3. Opening of Tender

As per the procedures laid down in Section – I hereto for opening of tender.

3.1. **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 may be further extended by mutual agreement in writing by the Tenderer and the Bank and the Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.

3.2. The tender documents which do not comply with the conditions prescribed in the tender form will be summarily rejected.

3.3. Conditional bids will also be summarily rejected.

3.4. The Part-II (Price Bid) of only those tenderers who qualify in the Techno-commercial Bid (Part-I) will be opened on a subsequent date, for which the intimation would be given to the qualified tenderers.

3.5. 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.

Note: All the tenderers may please note that any amendments / corrigendum to the tender, if issued in future, will be notified on the official website of RBI and MSTC e-commerce website only, as given above, and will not be published in newspapers.

SECTION – III

Form of Tender

To,
General Manager (Officer-in-Charge)
for Kerala and Lakshadweep
Reserve Bank of India
Bakery Junction
Thiruvananthapuram - 695033

Place:

Date:

Madam/Sir,

We have carefully examined the specifications, scope of work and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in Part II of the tender and in accordance in all respects with specifications and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

Memorandum

(a)	Description of works	Horticulture & Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and Nanthancode. Note: Kindly refer to Section VIII for the detailed scope of work.
(b)	Estimated cost of work	₹45,00,000/- per annum (inclusive of all taxes)
(c)	Mode of payment of EMD	As per Clause 1.6 of Section I (General Instructions regarding Technical and Price bids)
(d)	Earnest Money Deposit	₹ 90,000/- (Rupees Ninety Thousand only) (2 % of the total estimated cost of work)
(e)	Validity of contract	One year (to be renewed for a maximum period of two years as per the terms and conditions mentioned in the Articles of Agreement and based on satisfactory performance)
(f)	Performance Guarantee	5% of the quoted amount (to be submitted by the successful agency in the prescribed format – (Annex D))

2. We undertake to deposit a sum of ₹90,000/- (Rupees Ninety Thousand only) as Earnest Money with the Reserve Bank of India by NEFT or Bank Guarantee by a scheduled bank drawn in favour of the Reserve Bank of India, Thiruvananthapuram.

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. I / We also agree to not make any modification in its terms and conditions during the validity period or any other extended period as agreed mutually. We also agree to keep the Bank Guarantee towards Security Deposit, valid for the entire period of validity of tender or to keep security deposit with RBI for the entire validity of tender/ contract period.

5. 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.

6. I/We understand that Reserve Bank of India reserve the right to accept or reject the lowest bid and any or all of the tender either in whole or in part without assigning any reason thereof. I / We have deposited a sum of ₹90,000/- as Earnest money with Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the contract when called upon to do so, we do hereby agree that the sum shall be forfeited by Reserve Bank of India.

7. The tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

The names of partners of our firm/ company are:

Name of the partner/ director 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

Date:

Witnesses:

(1) _____

(Signature)

(2) _____

(Signature)

Name:

Name:

Address:

Address:

Date:

Date:

खंड IV/ SECTION IV

करार की शर्तें/Articles of Agreement

यह करार तिरुवनंतपुरम में दिनांक _____, 2026 को भारतीय रिजर्व बैंक, जो भारतीय रिजर्व बैंक अधिनियम, 1934 के तहत स्थापित एक निगम निकाय है, जिसका केंद्रीय कार्यालय मुंबई में है, और तिरुवनंतपुरम में एक कार्यालय है, द्वारा अधिकृत अधिकारी महाप्रबंधक (प्रभारी अधिकारी), भारतीय रिजर्व बैंक, बेकरी जंक्शन, तिरुवनंतपुरम-695033 (जिसे आगे "नियोक्ता"/"बैंक" कहा जाएगा) के एक पक्ष और (स्वामित्व/साझेदारी फर्म/कंपनी/एजेंसी), कंपनियों के अधिनियम के प्रावधानों के तहत स्थापित (यदि कम्पनी है) और जिसका पंजीकृत कार्यालय (जिसे आगे " संविदाकार " कहा जाएगा) है, द्वारा श्री के माध्यम से जो अपनी निदेशक मंडल द्वारा इस करार में प्रवेश करने के लिए अधिकृत है, के दूसरे पक्ष के बीच निष्पादित किया गया है।

This AGREEMENT is made at Thiruvananthapuram on this day of _____, 2026 between Reserve Bank of India, a statutory body established under the Reserve Bank of India Act, 1934, having its Central Office at Mumbai, and one of its Offices at Thiruvananthapuram, represented by its authorized officer i.e., General Manager (Officer-in-Charge), Reserve Bank of India, Bakery Junction, Thiruvananthapuram-695033 (hereinafter called "the **Employer**"/ "the **Bank**" on the one part and (proprietorship/partnership firm/Company/Agency), 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.

और जबकि नियोक्ता का इरादा ठेकेदार को तिरुवनंतपुरम में स्थित बैंक की विभिन्न संपत्तियों के लिए सेवाएं बागवानी और बागबानी सेवाएं प्रदान करने के लिए संलग्न करना है - (क) मुख्य कार्यालय परिसर, बेकरी जंक्शन, (ख) रिजर्व बैंक अधिकारियों के कार्टर, कवड़ियार और रिजर्व बैंक स्टाफ क्वार्टर (ग) तम्मलम, (घ) प्लामूदू और (ड) नंतनकोड़ के लिए।

AND WHEREAS the Employer has the intention of engaging the Contractor to provide Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode.

और जहां ठेकेदार ने उन शर्तों के अनुसार कार्य करने के लिए सहमति व्यक्त की है जो यहां निर्धारित की गई हैं और विशेष शर्तों और करार की शर्तों में निर्धारित की गई हैं और बाद में आपसी सहमति से किए गए परिवर्धनों/कमी से स्पष्ट रूप से और निहित रूप से सहमति के अनुसार, और वार्षिक रखरखाव करार (एएमसी) की स्वाभाविकता से, जिन सभी को यहां सामूहिक रूप से "शर्तें" कहा जाता है, उन कार्यों को करने के लिए जिनका वर्णन एएमसी दर पर किया गया है, जो इस करार के तहत देय होगा (जिसे यहां एएमसी करार राशि कहा गया है)।

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions set forth herein and to the Conditions set forth in the Special

Conditions and in Conditions of Contract and as amplified /curtailed by subsequent additions/deletions mutually agreed upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of Annual Maintenance Contract (AMC) (all of which are collectively hereinafter referred to as the said "Conditions") the works described in the said scope of work at the AMC rate as shall become payable thereunder (hereunder referred to as the said AMC contract amount).

A. अब इस पर निम्नलिखित सहमती व्यक्त की जाती है:
NOW IT IS HEREBY AGREED AS FOLLOWS:

1. यह करार 01 अप्रैल, 2026 से प्रभावी होगा और 31 मार्च, 2027 तक लागू रहेगा और यह दोनों पक्षों की आपसी सहमति के अधीन प्रति वर्ष, दो और वर्षों के लिए बढ़ाया जा सकता है, बशर्ते कि ठेकेदार द्वारा संतोषजनक सेवाएँ प्रदान की जाएं और जब तक इसे नीचे वर्णित शर्तों के अनुसार पहले समाप्त नहीं किया जाता। इस संबंध में बैंक का निर्णय अंतिम होगा।

This agreement will come into effect from April 01, 2026 and will remain in force up to March 31, 2027 and is annually extendable up to two more years, subject to mutual consent of both parties, on satisfactory services being rendered by the Contractor and unless it is terminated earlier as per the terms hereinafter contained. The decision of the Bank in this regard will be final.

2. उक्त वार्षिक रखरखाव करार की राशि के विचार में जो कि उक्त शर्तों/ वार्षिक रखरखाव करार पुरस्कार पत्र में उल्लिखित तरीके से अदा की जानी है, ठेकेदार उन शर्तों के अधीन उक्त कार्य क्षेत्र में वर्णित कार्य को पूरा और निष्पादित करेगा।

In consideration of the said AMC contract amount to be paid in the manner set forth in the said conditions/AMC Award Letter, the Contractor shall upon and subject to the said conditions execute and complete the work described in the said scope of work.

3. बैंक ठेकेदार को निर्धारित शर्तों में निर्दिष्ट समयों और तरीके से संविदा की राशि का भुगतान करेगा।
The Bank shall pay the Contractor the said contract amount at the times and in the manner specified in the said conditions.

4. बैंक स्रोत पर कर (TDS) की कटौती उचित दर पर आय कर विभाग और जीएसटी विभाग के समय-समय पर जारी किए गए दिशानिर्देशों के अनुसार करेगा, और किसी अन्य अधिनियम के अंतर्गत होने वाली अन्य कटौतियों के लिए भी, और संबंधित अधिनियम में निर्दिष्ट तरीके से समय सीमा के भीतर उचित प्रमाणपत्र प्रस्तुत करने की जिम्मेदारी ठेकेदार पर होगी, इससे पहले कि बैंक द्वारा उस कर और अन्य कटौती की जा रही हो। बैंक की ओर से अधिकृत प्राधिकारी उप महाप्रबंधक/सहायक महाप्रबंधक, संपदा विभाग, तिरुवनंतपुरम है।

The Bank shall deduct Tax at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department and GST department, provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of

intimation within the time limit and before such tax and other such deduction is being made by the Bank shall be on the Contractor.

The Deputy General Manager/Assistant General Manager, Estate Department, Thiruvananthapuram is the Authority authorized on behalf of the Bank.

5. वार्षिक रखरखाव करार प्रदान पत्र, करार और यहाँ उल्लिखित दस्तावेज़ करार का आधार निर्माण करेंगे।

The AMC award letter, agreement and document mentioned herein shall form the basis Contract.

6. करार का नवीनीकरण समान शर्तों और परिस्थितियों पर होगा। निविदा दस्तावेज़ में निहित शर्तों और परिस्थितियाँ तथा जारी किया गया कोई भी स्पष्टीकरण (सुधार) इस समझौते का हिस्सा माना जाएगा और पक्षों पर बाधकारी होगा। वार्षिक रखरखाव करार नवीनीकरण के दौरान, वार्षिक रखरखाव करार राशि में अधिकतम अनुमत वृद्धि उपभोक्ता मूल्य सूचकांक में वृद्धि के आधार पर होगी, जैसा कि बैंक द्वारा निर्धारित किया गया है।

The renewal of the contract shall be on the same terms and conditions. The terms and conditions contained in the tender document and any clarifications (corrigenda) issued shall be treated as part and parcel of this agreement and shall be binding on the parties. During the annual renewal of the AMC, the maximum permissible increase in AMC amount will be based on increase in Consumer Price Index as decided by the Bank.

7. करार को अधिकतम दो वर्षों के लिए उसी शर्तों और नियमों पर आगे नवीनीकरण के लिए विचार में लिया जा सकता है, बशर्ते कि बैंक ठेकेदार की सेवाओं को संतोषजनक पाए और यदि बैंक ऐसा चाहता है। नवीनीकरण के दौरान, जब भी न्यूनतम वेतन अधिनियम 1948 के प्रावधान के तहत मुख्य आयुक्त (केंद्र सरकार) द्वारा अधिसूचना जारी की जाती है, तो कर्मचारियों की तैनाती के लिए वृद्धि दी जाएगी।

The contract could be considered for further renewal for a maximum of two years on the same terms and conditions, provided the Bank finds the services of the Contractor satisfactory and if the Bank desires so. Also, during renewal, escalation/increase will be given for deployment of workers whenever the notification issued by Chief Commissioner (Central Government) under the provision of Minimum Wages Act 1948.

8. ₹ _____ (रुपये _____ केवल) की सहमति शुल्क में कार्य की परिधि और करार की शर्तों के अनुसार सेवा के प्रभावी प्रदर्शन के लिए उपयोग की गई मानव शक्ति और सामग्री दोनों शामिल होंगे और यह ठेकेदार द्वारा बिल/इनवॉइस प्रस्तुत करने के अधीन महीने के आधार पर देय होंगे। इसके लिए भुगतान तभी किया जाएगा जब इसे बैंक के अधिकारियों द्वारा इस प्रभाव में सही तरीके से प्रमाणित किया गया हो कि सेवाएं संतोषजनक रूप से प्रदान की गई हैं, वैधानिक कटौतियों के अधीन।

The agreed charges of ₹ _____ (Rupees _____ only) will be inclusive of both manpower and materials used for efficient rendering of service as per the scope of work and terms and conditions of the contract and shall be payable on monthly basis subject to submission of bill/invoice by the Contractor. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily, subject to statutory deductions.

9. उपरोक्त शुल्क निश्चित हैं और श्रम की स्थितियों, विनिमय परिवर्तनों या किसी अन्य स्थिति के अधीन नहीं हैं।

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

10. उपरोक्त शुल्कों में जीएसटी, बीमा शुल्क, किसी अन्य कर और शुल्क या अन्य उपकर शामिल नहीं हैं, चाहे वह मौजूदा हो या भविष्य में केंद्रीय सरकार, राज्य सरकार या किसी स्थानीय प्राधिकरण द्वारा लगाए गए हो।

The above charges exclude GST, Insurance charges, 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.

11. ठेकेदार नियमित आधार पर कार्य के क्षेत्र और करार की शर्तों और नियमों के अनुसार सेवाएँ प्रदान करने के लिए जिम्मेदार होगा।

The Contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

12. भारतीय रिजर्व बैंक कार्यों की देखरेख और प्रशासन का प्रबंधन करेगा जिसमें बैंक के कर्मचारियों के माध्यम से बिलों का प्रमाणन, भुगतान करना और करार की विभिन्न शर्तों, स्थितियों और प्रावधानों का कार्यान्वयन, कार्य का निष्पादन, कार्य की गुणवत्ता, सामग्री की गुणवत्ता, करार की प्रगति और पूर्णता शामिल है।

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.

B. ठेकेदार द्वारा प्रदान की जाने वाली सेवाएँ **SERVICES TO BE RENDERED BY THE CONTRACTOR**

1. उक्त शर्तें और इसके साथ संलग्न पत्राचार इस करार का हिस्सा माना जाएगा और इस करार में शामिल पक्षों को संबंधित रूप से उन शर्तों और पत्राचारों का पालन करना पड़ेगा और उन शर्तों और पत्राचारों के अनुसार अपनी ओर से करार को पूरा करना होगा।

The said conditions and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively as per the said conditions and the correspondence contained therein.

2 यह संविदा एक निश्चित संपूर्ण राशि की संविदा है, जो अनुच्छेद VIII में विस्तृत कार्य सीमा के अनुसार कार्य करने के लिए है, जिसे संविदा (भाग II) की वित्तीय बोली में शामिल किया गया है।

This Contract is a fixed lump sum contract, to carry out the work according to the scope of work detailed in **Section VIII**, at the rates contained in the Price Bid of the Tender (Part II).

3. ठेकेदार मुख्य कार्यालय भवन और उसके अधिकारियों और कर्मचारी निवासों में नियुक्त सभी कर्मचारियों की एक पूरा और अद्यतन सूची प्रदान करेगा।

The Contractor shall provide a complete and updated list of all the personnel deployed in the Bank's Main Office Building and also at its Officers' and Staff Quarters.

4. करार प्रदान के 20 दिनों के भीतर, ठेकेदार को बैंक के परिसर में ऊँटी पर लगाने से पहले, सभी कर्मियों के नाम, उम्र और स्थायी पते से संबंधित विवरण, साथ में एक पासपोर्ट आकार की तस्वीर प्रस्तुत करनी होगी।

Within 20 days of award of contract, the Contractor has to furnish details of all its personnel relating to name, age and permanent address, along with a passport size photograph before engaging them for duty in the Bank's premises.

5. ठेकेदार यह सुनिश्चित करेगा कि प्रशिक्षित और सक्षम व्यक्तियों को तैनात किया जाए, जो शारीरिक रूप से स्वस्थ हों और जो किसी भी पुरानी या संक्रामक बीमारियों से ग्रस्त न हों जो उनके कार्य को प्रभावी ढंग से करने की क्षमता को बाधित कर सकती हैं। ठेकेदार 18 वर्ष की आयु से कम किसी भी व्यक्ति को काम पर नहीं रखेगा।

The Contractor shall ensure that trained and competent persons are deployed, who are physically fit and that they are not suffering from any chronic or contagious diseases that may hamper their ability in carrying out the work efficiently. The contractor shall not employ any person below the age of 18 yrs.

6. ठेकेदार द्वारा नियुक्त सभी श्रमिक या कर्मचारी ठेकेदार के कर्मचारियों के रूप में माने जाएंगे और भारतीय रिज़र्व बैंक ऐसे श्रमिकों/कर्मचारियों के संबंध में किसी भी प्रकार की जिम्मेदारी नहीं रखेगा।

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

7. ठेकेदार इस करार के तहत बैंक द्वारा आवश्यक सेवाएँ देने के लिए नियोजित व्यक्तियों को वेतन, वैधानिक न्यूनतम मजदूरी और अन्य कानूनी बकाया के भुगतान के लिए जिम्मेदार और उत्तरदायी होगा।

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

8. ठेकेदार यह सुनिश्चित करेगा कि उसके द्वारा नियोजित कर्मचारियों को वेतन/वेतन का भुगतान समय पर चेक या बैंक खाते में जमा करके किया जाए और वेतन/वेतन नियमित रूप से भुगतान किया जा रहा है यह सुनिश्चित करने के लिए, हर महीने नियोक्ता को प्रमाण पत्र और ऐसे भुगतान और कानूनी आवश्यकताओं जहाँ भी लागू हो, जैसे कि EPFO, ESIC आदि के लिए जमा दस्तावेज़ी प्रमाण प्रदान करना होगा, इसके अतिरिक्त, ठेकेदार हर महीने एक प्रमाण पत्र प्रदान करेगा कि विभिन्न श्रम कानूनों और संविदा श्रमिक (नियमन और उन्मूलन) अधिनियम, 1970 के तहत सभी दायित्वों का पालन किया जा रहा है। बैंक को ठेकेदार से वेतन/वेतन के भुगतान के विवरणों की सत्यता के लिए बैंक स्टेटमेंट मांगने का अधिकार होगा और ठेकेदार से श्रम कानूनों के विभिन्न प्रावधानों के अनुपालन को सुनिश्चित करने के लिए किसी भी अन्य दस्तावेज़ की मांग करने का अधिकार भी होगा।

The contractor shall ensure timely payment of wages/salary to the workers persons employed by him through cheque or by credit to bank account and a certificate to the

effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month along with documentary proof of such payment and of statutory fulfilments i.e. deposit to EPFO, ESIC, etc wherever applicable. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with. The Bank will have the right to ask for bank statements from the contractor to verify the details of wages/salary paid by the Contractor and will also have the right to demand any other documents which are required to ascertain compliance by the contractor to various provisions of the Labour Laws.

9. ठेकेदार यह सुनिश्चित करेगा कि इस करार के तहत बैंक द्वारा आवश्यक सेवाओं को प्रदान करने के लिए काम पर रखे गए सभी व्यक्तियों का बीमा IRDAI द्वारा मान्यता प्राप्त बीमा कंपनी के साथ हो, जिसके लिए बैंक द्वारा कोई अतिरिक्त भुगतान नहीं किया जाएगा। ठेकेदार किसी भी व्यक्ति या जानवर या अन्य चीजों को हुए किसी भी चोट या नुकसान के लिए पूरी तरह से जिम्मेदार होगा जो बैंक में कार्य करार पूरा करने के कारण हो सकता है।

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

10. ठेकेदार यह सुनिश्चित करेगा कि सभी कर्मचारी, बैंक के परिसर में या इस करार के तहत अपने कार्यों को अंजाम देते समय, बैंक या उसके अधिकृत एजेंटों द्वारा निर्धारित स्वच्छता, शिष्टाचार, सुरक्षा, अच्छे व्यवहार और सामान्य अनुशासन के मानकों का पालन करें और बैंक एकमात्र निर्णायक होगा कि क्या ठेकेदार और/या उसके कर्मचारी ने उक्त मानकों का पालन किया है या नहीं। ठेकेदार अपने कर्मचारियों के अच्छे व्यवहार और आचरण के लिए जिम्मेदार होगा और यदि बैंक द्वारा किसी भी शिकायत की जाती है, तो ठेकेदार ऐसे कर्मचारियों को बैंक के परिसर में तैनात नहीं करेगा।

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

11. ठेकेदार को सभी कर्मचारियों के कार्य का व्यक्तिगत और विशेष रूप से पर्यवेक्षण करना होगा ताकि इस समझौते के तहत प्रदत्त सेवाएँ बैंक की सर्वोत्तम संतोषजनकता के अनुसार पूरी हो सकें।

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

12. ठेकेदार यह सुनिश्चित करेगा कि ठेकेदार के कोई भी कर्मचारी बैंक की संपत्ति में निर्दिष्ट समय सीमा के बाद नहीं प्रवेश करेंगे या नहीं रुकेंगे, जब तक बैंक की पूर्व स्वीकृति के साथ और ठेकेदार की जिम्मेदारियों को पूरा करने के लिए यह आवश्यक न हो।

The Contractor shall ensure that no employees of the Contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary and for fulfilling Contractor's obligations and with the prior approval of the Bank.

13. ठेकेदार बैंक या इसके परिसर या इसके किसी भाग या इसके किसी उपकरण या फिटिंग या बैंक की किसी संपत्ति को ठेकेदार या उसके कर्मचारियों या एजेंटों के किसी कार्य, चूक, कमी या लापरवाही के कारण होने वाले किसी भी नुकसान के लिए उत्तरदायी होगा।

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

14. ठेकेदार बैंक को किसी भी दंड के लिए मुआवजा देने के लिए उत्तरदायी होगा जो ठेकेदार द्वारा करार के तहत ऊँटी करते समय नियमों के उल्लंघन के कारण बैंक पर लगाया गया हो।

The Contractor shall indemnify the Bank for any penalty levied on the Bank due to breach of regulations by the Contractor while performing the duties under the contract.

15. ठेकेदार व्यक्तियों, जानवरों या चीजों को होने वाली चोटों के लिए, और बैंक की संपत्ति के सभी संरचनात्मक और सजावटी नुकसान के लिए जिम्मेदार होगा, जिसमें बगीचे, लॉन, पेड़, पौधे आदि शामिल हैं, जो संचालन या उसके लापरवाही या किसी भी उसके श्रमिक/कर्मचारी या दोनों के कारण उत्पन्न हो सकते हैं, चाहे वह चोट या नुकसान लापरवाही, दुर्घटना या किसी अन्य कारण से हो, जो इस करार को लागू करने से किसी भी तरह जुड़ा हो। इस धारा को यह मानते हुए शामिल किया जाएगा कि इससे जुड़े भवनों को होने वाला कोई भी नुकसान, चाहे वह तुरंत जुड़े हों या अन्यथा, और सड़कों, गलियों, फुटपाथों, पुलों या रास्तों को होने वाला कोई भी नुकसान, साथ ही इस करार के विषय के रूप में भवनों और कार्यों को होने वाला सभी नुकसान भी शामिल है।

The contractor shall be responsible for injury to persons, animals or things, and for all structural and decorative damage to Bank's property including garden, lawns, trees, plants etc. which may arise from the operation or its neglect or any of his worker/employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to buildings, 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.

16. सभी और किसी भी खर्च के संबंध में जो किसी ऐसी चोट या संपत्ति को हुए नुकसान से उत्पन्न होता है जैसा ऊपर उल्लिखित है और किसी भी दावे के संबंध में जो किसी भी कानून या अन्यथा के तहत चोट या क्षति के संबंध में किया गया हो और किसी भी मुआवजे या क्षति के पुरस्कार के संबंध में जो ऐसे दावे के परिणामस्वरूप हो, ठेकेदार बैंक को क्षतिपूर्ति करेगा और आगे भी क्षतिपूर्ति करता रहेगा।

The contractor shall indemnify and keep indemnified the Bank 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 any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

17. ठेकेदार भारतीय रिजर्व बैंक की निम्नलिखित के खिलाफ क्षतिपूर्ति करेगा और आगे भी क्षतिपूर्ति करता

रहेगा।

क) किसी तृतीय पक्ष द्वारा जीवन या संपत्ति को होने वाले हानि/क्षति की वजह से उत्पन्न कोई भी दावा जो कार्य के निष्पादन के दौरान हुआ हो।

ख) कार्य के निष्पादन के दौरान ठेकेदार द्वारा नियोजित श्रमिकों को होने वाली हानि/क्षति के संबंध में उत्पन्न कोई भी दावा।

ग) लागू PF/ श्रम कानूनों, ESI, विनियमों आदि के अनुपालन न होने के कारण उत्पन्न कोई भी दावा।

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

- a) Any claim arising out of third-party loss/ damage to life or property caused by/during execution of the work.
- b) Any claim arising out of loss/ damage to the workmen engaged by the Contractor during execution of the work.
- c) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

18. ठेकेदार सभी कर्मचारियों या एजेंटों को पहचान पत्र प्रदान करेगा जो बैंक के परिसर में विषय कार्य करेंगे और सुनिश्चित करेगा कि सभी कर्मचारी और एजेंट बैंक के परिसर में काम करते समय हमेशा पहचान पत्र पहनें।

The Contractor shall supply identity cards to all employees or agents who shall be doing the subject job at the Bank's premises and ensure that all the employees and agents bear the identity card at all times while they are working in the Bank's premises.

19. ठेकेदार सहमत है और यह सुनिश्चित करता है कि वह अपने द्वारा नियुक्त/व्यवस्थित सभी व्यक्तियों को यह स्पष्ट करेगा कि वे ठेकेदार के कर्मचारी हैं और उनके पास नियोक्ता यानी बैंक के खिलाफ कोई दावा नहीं होगा, और बैंक ठेके का निष्पादन करने या श्रम कानून और/या किसी अन्य विधान के तहत किसी अन्य कानूनी लाभ प्रदान करने के लिए मजदूरी, वेतन या किसी अन्य प्रकार का मुआवजा भुगतान करने के लिए जिम्मेदार नहीं होगा और ठेकेदार अपने कर्मचारियों को संबंधित कानून/नियम/सेवा शर्तों के तहत उपलब्ध सभी सुविधाओं को प्रदान करने के लिए पूरी तरह से जिम्मेदार होगा।

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

20. ठेकेदार सहमत है कि वह सर्वोत्तम गुणवत्ता के सामग्री/ब्रण्ड्स का उपयोग करेगा, जो कि IGBC द्वारा अनुमोदित किसी भी ब्रांड का होगा। बैंक को ठेकेदार द्वारा उपयोग की गई सामग्री की गुणवत्ता ऑडिट चेक करने का अधिकार है।

The Contractor agrees to utilize materials/brands which will be of the brand approved by

IGBC. Bank reserves the right to conduct quality audit checks of the materials used by the Contractor on a periodical basis.

21. ठेकेदार अपने कर्मचारियों और सामग्री तथा पूर्ण किए गए कार्य की सुरक्षा और संरक्षण के लिए अपने स्वयं के व्यवस्थाएँ करेगा जब तक कि इन्हें बैंक द्वारा नहीं लिया जाता।

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

22. ठेकेदार को इस करार के अंतर्गत शामिल सेवाओं के लिए यदि कोई हो, तो केरल राज्य सरकार के कानून या केंद्रीय सरकार के कानून के तहत आवश्यक लाइसेंस प्राप्त करना होगा।

The Contractor shall obtain license, if any, required under the Kerala State Government Law or Central Government Law as applicable in case of the services covered under this contract.

23. ठेकेदार द्वारा तैनात सभी कर्मचारियों को यूनिफॉर्म और सुरक्षा उपकरण/ जूते आदि प्रदान किए जाएंगे। All staff deployed by the Contractor shall be provided uniform & safety gear/ footwear etc.

24. ठेकेदार को यह सुनिश्चित करना होगा कि बैंक के परिसर में काम करने वाले कर्मचारी अच्छी तरह से प्रशिक्षित हों ताकि वे अपनी ऊँटी के दौरान बैंक के कार्यालय परिसर और आवासीय कालोनियों के अंदर किसी भी संदिग्ध वस्तु/गतिविधि को तुरंत बैंक के सुरक्षा स्टाफ को सूचित कर सकें। उन्हें यह भी प्रशिक्षित किया जाना चाहिए कि वे किसी भी टूटने, क्षति, रिसाव या ऐसी अन्य चीजों के बारे में जो वे साफ कर रहे हैं, अपने पर्यवेक्षक, बैंक के देखभालकर्ता को तुरंत सूचित करें।

The Contractor should ensure that the workers deployed in the Bank's premises are well trained to ensure that they immediately report to the Bank's Security Staff any suspicious item/activity noticed by them inside the Bank's Office premises & Residential Colonies while attending to their duties. They should also be trained to immediately report to their supervisor, Banks caretaker about any breakage, damage, leakage or otherwise observed in any of the items/ areas being cleaned by them.

25. ठेकेदार को यह ध्यान रखना चाहिए कि बैंक के परिसर में धूम्रपान, शराब पीना, पान/तंबाकू चबाना सख्त निषिद्ध है और यह सुनिश्चित करना होगा कि बैंक के परिसर में काम कर रहे कर्मचारी इस नियम का पालन करें।

The Contractor should note that smoking, drinking alcohol, chewing pan/tobacco in the Bank's premises is strictly prohibited and ensure that the workers deployed in the Bank's premises abide by this rule strictly.

26. ठेकेदार बैंक के परिसर और आवासीय कॉलोनियों की सुरक्षा और सुरक्षा से संबंधित सभी प्रक्रियाओं/ मानकों का पालन करेगा।

The Contractor shall abide by all procedures/norms related to safety and security of the Bank's premises & Residential Colonies.

27. ठेकेदार को बैंक परिसर में तैनात सभी कर्मचारियों को करार की समाप्ति/समाप्ति पर तुरंत हटा देना होगा और सुनिश्चित करना होगा कि ऐसे लोग बैंक की परिसर में किसी भी प्रकार की रुकावट/बाधा/समस्या नहीं पैदा करें।

The Contractor shall remove all workers deployed by them in the Bank's premises immediately on termination/expiry of the contract and ensure that such persons shall not create any disruption/ hindrance/ problem of any nature in the Bank's premises.

28. ठेकेदार बैंक के अनुरोध पर तुरंत किसी भी व्यक्ति को कार्य से हटा देगा, जिसे बैंक की राय में अयोग्य या अनुचित व्यवहार करने वाला माना जाता है और ऐसे व्यक्ति/व्यक्तियों को बैंक की अनुमति के बिना फिर से काम में नहीं लगाया जाएगा। यदि कोई व्यक्ति खराब काम, गलत बर्ताव, बैंक के निर्देशों की अवहेलना आदि करते हुए पाया जाता है, तो एजेंसी ऐसे व्यक्ति/व्यक्तियों को बैंक द्वारा निर्दिष्ट अनुसार कार्य से हटा देगी।

The contractor shall on the request of the Bank, immediately dismiss from the work, any person employed thereon by it who may, in the opinion of the Bank, is incompetent or has misconducted himself/herself and such person/s shall not be again employed on the works, without the permission of the Bank. In case any person is found giving poor workmanship, misbehavior, disobeying instruction of the Bank, etc., the agency will replace such person(s) from the work as directed by the Bank

29. ठेकेदार और उसके कर्मचारी सुरक्षा अधिकारी (पी एंड एस ई)/देखभालकर्ता/सहायक देखभालकर्ता या बैंक द्वारा इस उद्देश्य के लिए नियुक्त किसी अन्य व्यक्ति की सामान्य देखरेख और नियंत्रण में रहेगा और परिसर में दिन-प्रतिदिन के काम के लिए आवश्यक निर्देश उनसे प्राप्त करेगा।

The Contractor and his staff shall be under the general supervision and control of the Security Officer (P&SE)/Caretaker/Assistant Caretaker or any other personnel deputed for the purpose by the Bank and shall obtain necessary instructions from them for the day-to-day work in the premises.

30. ठेकेदार यह सुनिश्चित करेगा कि उसके श्रमिक बैंक के किसी भी परिसर में सेवा करते समय हमेशा पूर्ण वर्दी में हों। ठेकेदार यह सुनिश्चित करेगा कि श्रमिक हमेशा साफ वर्दी पहने हों और कोई भी पुरानी/फटी वर्दी तुरंत नए से बदली जाए।

The contractor shall ensure that its workers are in complete uniform at all times while rendering services at any of the Bank's premises. The contractor shall ensure the workers are wearing clean uniforms at all times and any worn out/ torn uniform should be replaced with new one immediately.

31. ठेकेदार यह सुनिश्चित करेगा कि बैंक के मुख्य कार्यालय परिसर में तैनात सभी स्टाफ तैनाती की तारीख से 45 दिनों के भीतर पुलिस सत्यापन रिपोर्ट प्रस्तुत करें।

The Contractor shall ensure that all staff deployed in the Bank's Main Office Premises shall submit the Police Verification Report within 45 days from the date of deployment.

32. ठेकेदार को दैनिक, साप्ताहिक, पखवाड़, मासिक, त्रैमासिक और बैंक द्वारा निर्धारित समयानुसार कार्य किए गए का रजिस्टर और उचित रिकॉर्ड बनाए रखना होगा और जब भी मांग की जाए, इसे बैंक के समक्ष उपलब्ध कराना होगा।

The contractor shall maintain registers and a proper record of the work done on daily, weekly, fortnightly, monthly, quarterly and at periodicity as prescribed by the Bank and shall make it available to the Bank as and when demanded.

33. ठेकेदार यह सुनिश्चित करेगा कि बैंकों के परिसर से बाहर कचरे/अपशिष्ट का उचित संग्रह, वर्गीकरण और निपटान नगरपालिका निगम द्वारा निर्धारित उपयुक्त स्थान पर किया जाए या उसे नगरपालिका निगम को सौंपा जाए। ठेकेदार यह सुनिश्चित करेगा कि अपशिष्ट का उचित वर्गीकरण स्थानीय प्राधिकरण और भारत सरकार द्वारा निर्धारित मानदंडों के अनुसार किया जाए। ठेकेदार ठोस अपशिष्ट प्रबंधन नियमों या किसी संबंधित अधिनियम का किसी भी उल्लंघन के लिए दंड भुगतान के लिए उत्तरदायी होगा।

The contractor shall ensure proper collection, segregation, and disposal of garbage/waste outside the Banks premises at appropriate place designated by Municipal Corporation or handed over to Municipal Corporation. The contractor shall ensure that proper segregation of waste is done according to the norms prescribed by the Local Authority and the Government of India. The contractor will be liable to pay penalty for any violation of solid waste management rules or any relevant act.

C. करार की समाप्ति

TERMINATION OF AGREEMENT

1. उपरोक्त में निहित बातों के बिना पूर्वाग्रह, बैंक अपने पूर्ण विवेक से, इस करार को किसी कारण बताए बिना और किसी मुआवजे का भुगतान किए बिना, एक लिखित नोटिस द्वारा समाप्त करने का अधिकार रखता है, यदिक) बैंक के अनुसार (जिसे ठेकेदार द्वारा प्रश्न में नहीं लाया जा सकता और जो ठेकेदार पर बाध्यकारी होगा), ठेकेदार इस करार को बैंक की संतोष से निष्पादित करने में विफल रहता है या इनकार करता है और/या ख) ठेकेदार इस करार की किसी भी शर्त और स्थिति का उल्लंघन करता है और/या ग) किसी भी कारण से, ठेकेदार इस करार के तहत अपने दायित्वों का प्रदर्शन करने के लिए कानून में अयोग्य हो जाता है और/या घ) ठेकेदार या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में कोई भी परिवर्तन बैंक की पूर्व लिखित स्वीकृति के बिना होता है।

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

- a) in the opinion of the Bank (which shall not be called into 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
- b) the Contractor commits a breach of any terms and conditions of this agreement and /or
- c) for any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement and/or
- d) 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.

2 यदि किसी भी कारण से इस करार की समाप्ति होती है, तो ठेकेदार/ या उनके द्वारा नियुक्त व्यक्ति या उनके/ उसकी एजेंटों को बैंक से किसी भी प्रकार के मुआवजे, क्षति या किसी अन्य रूप में कोई राशि या राशियों का दावा करने का अधिकार नहीं होगा।

In the event of termination of this agreement for any reason whatsoever, the Contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums

whatsoever from the Bank by way of compensation, damages or otherwise.

3. इस करार में अंतर्निहित किसी भी बात के बावजूद, यदि करार की कोई शर्त का पालन नहीं किया जाता है, आज्ञा नहीं मानी जाती है, या करार के किसी भी नियम का उल्लंघन होता है, या ठेकेदार द्वारा असंतोषजनक या अप्रभावी कार्य किया जाता है, तो नियोक्ता को ठेकेदार को एक महीने की लिखित नोटिस देने के बाद इस करार को रद्द करने का पूर्ण और स्वतंत्र अधिकार होगा, बिना किसी कारण बताए और यह ठेकेदार पर बाध्यकारी होगा और करार तुरंत प्रभाव से समाप्त हो जाएगा जैसा कि नोटिस में निर्धारित समय सीमा पूरी होने पर, इस स्थिति में ठेकेदार को किसी भी मुआवजे/नुकसान का हक नहीं होगा और सुरक्षा जमा की राशि नहीं लौटाई जाएगी।

Notwithstanding anything contained in this Contract, in the event of non-compliance, disobedience, or breach of any terms of the contract or unsatisfactory or inefficient working by the Contractor, the Employer shall have the absolute and independent authority to revoke this contract after giving one month's notice in writing to the Contractor without assigning any reason and the same shall be binding on the Contractor and the contract will come to an end with immediate effect on completion of the deadline as stipulated in the notice, in which case the Contractor shall not be entitled for any compensation/damages and the Security Deposit shall not be refunded.

4. करार के समाप्त होने या करार की अवधि पूरी होने पर, ठेकेदार को बैंक के परिसर को खाली करना होगा और उसे बैंक की सभी वस्तुओं/सामग्री/संपत्ति को सौंप देना या वापस कर देना होगा।

On termination of the contract or on expiry of the contract, the Contractor shall vacate the premises of the Bank and shall hand over or return all the articles /material/property belonging to the Bank.

D. स्टैम्प ड्यूटी STAMP DUTY

ठेकेदार इस करार के मूल प्रति पर स्टांप ड्यूटी का भुगतान करेगा, जिसे दो प्रतियों में निष्पादित किया जाएगा, और बैंक मूल करार को रखेगा और ठेकेदार प्रतिलिपि करार को रखेगा।

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

E. ठेकेदार यह सुनिश्चित करेगा कि वह अपने द्वारा नियोजित कर्मचारियों को समय-समय पर प्रासंगिक कानून द्वारा निर्धारित न्यूनतम वेतन का भुगतान करेगा।

The Contractor shall ensure payment of minimum wages, as prescribed by the relevant law from time to time, to the workmen employed by him.

F. ठेकेदार बैंक को सभी हानियों और दावों, क्षतियों या मुआवजे के खिलाफ क्षापूर्ति करेगा और उसे क्षापूर्ति करता रहेगा, जो कि वेतन अधिनियम, 1936, न्यूनतम वेतन अधिनियम, 1948, ठेका श्रमिक (नियमन और उन्मूलन) अधिनियम, 1970 या इस संबंध में लागू किसी अन्य श्रमिक कानून/ अधिनियम के किसी भी प्रावधान के उल्लंघन के लिए हो। इस संबंध में यदि कोई देनदारियाँ हैं, तो ठेकेदार अकेला जिम्मेदार होगा।

The Contractor shall indemnify and keep indemnified the Bank against all losses and

claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The Contractor shall be solely responsible for liabilities, if any, in this regard.

G. इस करार के कई हिस्सों को ठेकेदार द्वारा ध्यानपूर्वक पढ़ा जाएगा और पूरी तरह से समझा जाएगा।
The several parts of this contract shall be carefully read and fully understood by the Contractor.

H. गैर- प्रकटीकरण मानदंड

Disclosure Norms

ठेकेदार प्रत्यक्ष या अप्रत्यक्ष रूप से बैंक के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा नहीं करेगा, जो ठेकेदार या उसके कर्मचारियों के पास इस समझौते के संबंध में अनुबंधीय दायित्वों के निर्वहन के दौरान आ सकती है, किसी तीसरे पक्ष के साथ और हमेशा इसे सख्त गोपनीयता में रखेगा, यहां तक कि इस करार की समाप्ति/समाप्ति के बाद भी। ठेकेदार करार के विवरण को निजी और गोपनीय मानता है, सिवाय उस सीमा के जो इसे पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक है। ठेकेदार किसी व्यापार या तकनीकी पत्र या अन्यत्र कार्यों के किसी भी विवरण को बिना बैंक की पूर्व लिखित सहमति के प्रकाशित नहीं करेगा, न ही प्रकाशित करने की अनुमति देगा। ठेकेदार किसी भी ऐसी गोपनीय जानकारी के किसी भी गैर- प्रकटीकरण के परिणामस्वरूप बैंक को हुई किसी भी हानि के लिए बैंक का प्रत्यावर्तन करेगा। उपरोक्त का पालन न करने को संविदा का उल्लंघन माना जाएगा और बैंक को क्षति के लिए दावा करने और कानूनी उपायों का सहारा लेने का अधिकार होगा, जैसा कि उचित समझा जाएगा।

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

I. ठेकेदार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाइयाँ करेगा ताकि इस समझौते के तहत गोपनीय जानकारी के गैर-प्रकटीकरण के दायित्व पूरी तरह से पूरे हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व इस समझौते की समाप्ति या समाप्ति के कारण की परवाह किए बिना जारी रहेंगे।

The Contractor shall take all appropriate actions with respect to his 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.

J. बैंक को इस समझौते की शर्तों और शर्तों के बिना, कार्य की विशेषताओं और प्रकृति को संशोधित करने का अधिकार है, किसी भी समय करार की अवधि के दौरान कार्य के किसी भी आइटम या कार्य / कार्य के भागों को जोड़कर या छोड़कर, ठेकेदार को इस प्रभाव में एक पत्र जारी करके।

The Bank reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.

K. इस करार के तहत बैंक द्वारा सभी भुगतान केवल तिरुवनंतपुरम में किए जाएंगे। इस समझौते से उत्पन्न या किसी भी तरह से जुड़े सभी विवाद तिरुवनंतपुरम में उत्पन्न माने जाएंगे और केवल तिरुवनंतपुरम की अदालतों के पास इन्हें निर्धारित करने का अधिकार होगा।

All payments by the Bank under this contract shall be made only at Thiruvananthapuram. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts in Thiruvananthapuram shall have the jurisdiction to determine the same.

L. उपरोक्त करार राशि के संदर्भ में जिसे निर्धारित शर्तों के अनुसार समय और तरीके से भुगतान किया जाना है, ठेकेदार, उन शर्तों के अनुसार, उक्त विनिर्देशों और मात्राओं की अनुसूची में दर्शाए गए कार्य को पूरा करेगा।

In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.

M. बैंक ठेकेदार को उक्त करार राशि या ऐसी कोई अन्य राशि जिसका भुगतान उक्त शर्तों में निर्दिष्ट समय और तरीके से किया जाएगा, का भुगतान करेगा।

The Bank 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.

N. उक्त शर्तों को इस करार का हिस्सा समझा जाएगा और इसमें शामिल पक्ष उन शर्तों का पालन करेंगे, अपने-अपने हिस्से का समझौता करेंगे और उन शर्तों में निहित काम करेंगे।

The said conditions thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

O. समय को इस करार का सार माना जाएगा और ठेकेदार इस प्रकार सहमत होता है कि वह औपचारिक कार्य आदेश जारी होने के बाद **01 अप्रैल, 2026** से कार्य/ करार प्रारंभ करेगा और निर्धारित अवधि के भीतर कार्य पूरा करेगा।

Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work/contract from **April 01, 2026**, after issue of a formal work order as provided for in the said conditions and to complete the work within the stipulated

period.

P. ठेकेदार बैंक के परिसर में तैनात अपने कर्मचारियों की एक पूरी और अद्यतन सूची प्रदान करेगा।
The Contractor shall provide a complete and updated list of his employees who are deployed within the Bank's premises.

Q. वित्तीय बोली में ठेकेदार द्वारा दिया गया उद्धरण स्थिर और अंतिम होगा और बैंक ठेकेदार के मूल्य वृद्धि के किसी दावे पर विचार नहीं करेगा जब तक कि न्यूनतम मजदूरी अधिनियम के तहत भारत सरकार द्वारा केवल न्यूनतम मजदूरी के दो घटकों में परिवर्तन न हो, अर्थात् आधार दरें और परिवर्तनीय महंगाई भत्ता (वीडीए)। मासिक करार राशि में इस प्रकार की वृद्धि की मात्रा, मासिक कर्तव्यों के अनुपात में, केवल आधार दरों और परिवर्तनीय महंगाई भत्ते (वीडीए) में वृद्धि तक सीमित होगी और वे किसी अन्य घटक जो वेतन या भत्ते का हिस्सा हैं, जो वैधानिक प्रकृति के हैं जैसे कि ईपीएफ, ईएसआई, बोनस आदि, जो आधार दरों और/या परिवर्तनीय महंगाई भत्ते (वीडीए) पर निर्भर हैं, को बैंक द्वारा मासिक करार राशि में संशोधन के लिए नहीं माना जाएगा। ठेकेदार को मूल दरों के अलावा VDA और इन वैधानिक घटकों के संभावित वृद्धि की बात ध्यान में रखनी चाहिए और अपनी सर्वोत्तम दरें इस तरह से देना चाहिए कि ये वृद्धि क्रमिक लागतें वित्तीय बोली के अंतर्गत समाहित हो सकें। इस मामले में बैंक का निर्णय अंतिम होगा।

The quote offered by the Contractor in the price bid shall be firm and final and the Bank will not entertain the Contractor's claim for any revision of rates during the currency of contract except when changes in two components of minimum rates of wages only viz. the Basic rates and Variable Dearness Allowance (VDA), as announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, in proportion to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA) and any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for revision in the monthly contract amount. The Contractor shall keep in mind the possible escalation of these statutory components other than the Basic rates plus VDA and offer their best rates in such a way as to accommodate these incremental costs under the price bid. The decision of the Bank in the matter will be final.

R. महिलाओं का कार्यस्थल पर लैंगिक उत्पीड़न **SEXUAL HARASSMENT OF WOMEN AT WORKPLACE:**

ठेकेदार "महिलाओं के कार्यस्थल पर यौन उत्पीड़न (निवारण, प्रतिबंध और निवारण) अधिनियम, 2013" के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगा। यदि बैंक के परिसर में अपने कर्मचारी/कर्मचारियों के खिलाफ यौन उत्पीड़न की कोई शिकायत होती है, तो शिकायत ठेकेदार द्वारा गठित आंतरिक शिकायत समिति के समक्ष दायर की जाएगी और ठेकेदार उक्त अधिनियम के तहत शिकायत के संबंध में उचित कार्रवाई सुनिश्चित करेगा। ठेकेदार के किसी भी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के खिलाफ यौन उत्पीड़न की कोई भी शिकायत बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा ग्रहण की जाएगी। यदि घटना में ठेकेदार के कर्मचारियों का शामिल होना आवश्यक है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, उदाहरण के लिए, यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा प्रमाणित होती है, तो बैंक के कर्मचारी को कोई मौद्रिक राहत देनी होगी। ठेकेदार अपने कर्मचारियों को कार्यस्थल पर यौन

उत्तीर्ण की रोकथाम और संबंधित मुद्दों के बारे में शिक्षित करने के लिए जिम्मेदार होगा।

The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee/s within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for instance any monetary relief payable to the Bank's employee, if sexual violence by the employee of the Contractor is proved. The Contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

S. अन्य शर्तें

Other Conditions:

बैंक को इस करार की शर्तों और शर्तों के बिना, किसी भी समय करार की अवधि के दौरान कार्य के किसी भी वस्तु या कार्य के भाग को जोड़ने या छोड़ने के लिए, ठेकेदार को इस संबंध में एक पत्र जारी करके, कार्य की विशेषताओं और प्रकृति को संशोधित करने का अधिकार है।

The Bank reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the contractor.

1. इस शर्तों के तहत संपूर्ण कार्य ठेकेदार द्वारा किया जाएगा और वह सीधे बैंक की पूर्व लिखित अनुमति के बिना समझौते के तहत किसी भी भाग या हिस्से या उसमें रुचि को सीधे नहीं सौंपेगा या संलग्न करेगा और कोई भी हस्तांतरण ठेकेदार को करार की पूर्ण और कुल जिम्मेदारी से मुक्त नहीं करेगा या कार्यों के निष्पादन के दौरान सक्रिय पर्यवेक्षण से नहीं। कोई भी परिवर्तन, छूट या परिवर्तन इस करार को अमान्य नहीं करेगा, लेकिन यदि बैंक कार्यों के निष्पादन के दौरान किसी भी समय में कार्यों में कोई परिवर्तन या जोड़ या कोई छूट करना उचित समझता है या उपयोग किए जाने वाले सामग्रियों की प्रकार या गुणवत्ता में कोई परिवर्तन करना उचित समझता है, तो उसे ठेकेदार को इसके बारे में लिखित रूप में सूचित करना होगा। ठेकेदार को ऐसे नोटिस के अनुसार परिवर्तन करना, जोड़ना या छोड़ना होगा, लेकिन ठेकेदार किसी भी प्रकार का अतिरिक्त काम नहीं करेगा या किसी काम में कोई परिवर्तन, जोड़ या छोड़ नहीं करेगा या करार, शर्तों, विनिर्देशों या करार की किसी भी प्रावधान से किसी भी भिन्नता नहीं करेगा बिना बैंक के पूर्व लिखित सहमति के और ऐसे अतिरिक्त, परिवर्तनों, जोड़ या छोड़ का मूल्य सभी मामलों में बैंक द्वारा निर्धारित किया जाएगा, बैंक की पूर्व लिखित स्वीकृति के साथ और इसे करार राशि में जोड़ा या घटाया जाएगा, जैसा भी मामला होगा।

The entire work included under these terms shall be executed by the contractor and it shall not directly entrust and engage or indirectly transfer assign or let under the agreement or any part or share thereof or interest therein without the prior written consent of the Bank and no undertaking shall relieve the contractor from the full and entire

responsibility of the contract or from active superintendence of the works during their progress. No alteration, omission or variation shall vitiate this contract but in case the Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, it shall give notice thereof in writing to the contractor. The contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation, specifications or contract without the previous consent in writing of the Bank and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank, with the prior approval in writing of the Bank and the same shall be added to or deducted from the contract amount, as the case may be, accordingly.

2. सभी कर्मचारियों को निर्धारित समय पर विशेष स्थल के संरक्षकों को रिपोर्ट करना चाहिए। कार्य समय 8 घंटे का होगा (30 मिनट के लंच ब्रेक सहित), कार्यालय भवनों में सप्ताह में 6 कार्यदिवस और आवासीय कॉलोनियों में सप्ताह में 7 दिन (आवासीय कॉलोनियों में तैनात सभी श्रमिकों को साप्ताहिक अवकाश सुनिश्चित करने के लिए, प्रत्येक शनिवार और रविवार को आधे शेड्यूल के श्रमिकों को तैनात किया जा सकता है)। तथापि, आपात स्थिति में श्रमिकों को आपातकाल समाप्त होने तक काम करना होगा जैसा कि बैंक के अधिकृत व्यक्ति द्वारा जारी किए गए दिशा-निर्देशों के अनुसार, बिना किसी अतिरिक्त भुगतान के। ठेकेदार को श्रमिकों को किए गए भुगतान का रिकॉर्ड बनाए रखना होगा, जिसे बिल के साथ प्रस्तुत किया जाएगा। बैंक न्यूनतम वेतन सत्यापित करने के लिए अधिकारी/स्टाफ तैनात करने का अधिकार रखता है। बिजली और पानी ठेकेदारी को बैंक द्वारा बिना किसी कीमत के दिया जाएगा, लेकिन सभी अन्य व्यवस्थाएं ठेकेदार को स्वयं करनी होंगी।

All workers should report to the caretakers of the particular site at stipulated time. The working hours shall be 8 working hours (including 30 minutes lunch break), 6 working days in a week in the Office Buildings and 7 days in a week in the Residential colonies (to ensure a weekly off to all workers deployed at Residential colonies, half the schedule numbers of workers may be deployed on each Saturday and Sunday). However, in the case of emergency the workers will have to continue to work till the emergency is over as per the directions issued by authorized person of the Bank without any extra payment. Contractor shall maintain a record of payment to the workers, which shall be submitted along with the bill. Bank reserves the right to depute officer/ staff to verify minimum wages. Electricity and water shall be given to agency free of cost by the Bank but all the other arrangements have to be made by the contractor on its own.

T. अप्रत्याशित घटना

1. ठेकेदार या बैंक युद्ध, क्रांति, विद्रोह, नागरिक उपद्रव, दंगे, आंदोलन, हड़ताल, नाकाबंदी, अप्रत्याशित घटना, प्लेग, या अन्य महामारियों के कारण, या आग, बाढ़, सरकार या शत्रु पक्ष या किसी भी पार्टी के नियंत्रण से परे किसी भी अन्य घटना, जो सीधे, भौतिक और किसी भी या ऐसे सभी संविदात्मक दायित्वों के प्रदर्शन को प्रभावित करती है, के कारण किसी भी या सभी संविदात्मक दायित्वों के विलंब या गैर-कार्यनिष्पादन के लिए जिम्मेदार नहीं होंगे। अप्रत्यशीत घटनाओं में कम्प्युटर वायरस और कम्प्युटर से संबंधित समस्याएं शामिल नहीं होंगी।
2. यदि बैंक की राय में, कार्य में देरी हो रही है (क) अपरिहार्य कारण से या (ख) किसी असाधारण खराब मौसम

के कारण या (ग) ठेकेदार की स्वयं की चूक के अलावा अन्य कारण से पड़ोसी मालिकों या सार्वजनिक अधिकारियों के साथ कार्यवाही या धमकी या विवाद के कारण या (घ) ठेकेदारों या बैंक द्वारा नियुक्त या नामित कारीगरों के कार्य या देरी के कारण और मात्र और/ या विनिर्देश की अनुसूची में संदर्भित नहीं हैं या (ङ) नागरिक दंगा, श्रमिकों के स्थानीय संयोजन या हड़ताल या तालाबंदी के कारण जो किसी भी भवन व्यापारी को प्रभावित करती है, तो बैंक ऐसी हड़ताल या तालाबंदी के मामलें में करार कार्यों को पूरा करने के लिए समय का उचित और उचित विस्तार कर सकता है, ठेकेदार जितनी जल्दी हो सके, बैंक को इसकी लिखित सूचना देगा, लेकिन ठेकेदार फिर भी देरी को रोकने के लिए अपने प्रयासों का लगातार उपयोग करेगा और काम के साथ आगे बढ़ने के लिए बैंक की संतुष्टि के लिए वह सब करेगा जो उचित रूप से आवश्यक होगा।

यदि कोई अप्रत्याशित घटना की स्थिति उपस्थित होती है, तो ठेकेदार ऐसी स्थितियों और उसके किसी भी परिवर्तन के बारे में बैंक को तुरंत सूचित करेगा। जब तक अन्यथा लिखित रूप में बैंक द्वारा निर्देशित नहीं किया जाता है, तब तक ठेकेदार करार के तहत अपने दायित्वों को यथासंभव आगे बढ़ाता रहेगा, और अन्य सभी दायित्वों के प्रदर्शन के लिए सभी साधनों की तलाश करेगा, जब तक की अप्रत्याशित घटना की वजह से ऐसा करना मुमकिन नहीं होगा।

अप्रत्याशित घटना के प्रावधान बैंक पर भी लागू होंगे।

3. यदि ठेकेदार, एक व्यक्ति या फ़र्म या कंपनी होते हुए, कोई "दिवालियापन का कार्य" करता है, या दिवालिया घोषित किया जाता है या निगमित कंपनी होने के कारण, उसके विरुद्ध अनिवार्य समापन का आदेश किया जाएगा या स्वैच्छिक रूप से न्यायालय की देखरेख में समापन के लिए प्रभावी प्रस्ताव पारित किया जाएगा और दिवालियापन या समापन के ऐसे कार्यों में परिसमापक का अधिकारिक समनुदेशिती, उसे ऐसा करने के लिए कहने वाले नोटिस के सात दिनों के भीतर बैंक की उचित संतुष्टि के लिए यह दिखाने में असमर्थ होगा कि वह करार को पूरा करने के में सक्षम है और यदि बैंक द्वारा ऐसा अपेक्षित हो तो वह इसके लिए सुरक्षा दे सकता है।

Force Majeure

1. The contractor or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, lockdown, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations. Force majeure shall not include computer viruses and computer related problems.
2. If in the opinion of the Bank, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's own default or (d) by the works or delays of the contractors or Tradesmen engaged or nominated by the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders the Bank may make a fair and reasonable extension of time for completion of the Contract Works in case of such strike or lockout, the contractor shall, as soon as may be, give written notice thereof to Bank, but the contractor shall nevertheless constantly use his endeavor's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.

If a Force Majeure situation arises, the contractor shall promptly notify the Bank in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the contractor shall continue to perform its obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

Force Majeure shall also apply to the Bank.

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

या यदि ठेकेदार (चाहे वह व्यक्ति, फ़र्म या निगमित कंपनी हो) को निष्पादन जारी करने की आवश्यकता होगी।

OR if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

या इस करार के अंतर्गत ठेकेदार के किसी भी लेनदार द्वारा या उसकी और से किए गए किसी भी भुगतान को कुर्कू होने दिया जाएगा।

OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

या बैंक की लिखित सहमति के बिना इस करार को सौंपेगा या उप-पट्टे पर देगा।

OR shall assign or sublet this Contract without the consent in writing of the Bank first obtained.

या इस करार या इसके अंतर्गत ठेकेदार को देय और देय होने वाले किसी भी भुगतान को भारित या भारित नहीं करेगा।

OR shall charge or encumber this Contract or any payment due or which may become due to the contractor there under.

या यदि ठेकेदार

- (i) करार को त्याग दिया है
- (ii) कार्य आरंभ करने में विफल रहा है, या इन शर्तों के अंतर्गत बिना किसी वैध बहाने के बैंक से आगे बढ़ने का नोटिस प्राप्त करने के पश्चात 14 दिनों के लिए कार्य की प्रगति को स्थगित कर दिया है, या
- (iii) कार्य को उचित परिश्रम की साथ आगे बढ़ाने में विफल रहा है और ऐसी उचित प्रगति करने में विफल रहा है जिससे कार्य सहमत समय के भीतर पूरा हो सके, या
- (iv) बैंक से लिखित नोटिस प्राप्त करने के पश्चात सात दिनों के भीतर साइट से सामग्री हटाने या कार्य को हटाने और बदलने में विफल रहा है कि उक्त सामग्री या कार्य को इन शर्तों के अंतर्गत बैंक द्वारा नींदा और

अस्वीकार किया गया था, या

(v) ठेकेदार को लिखित नोटिस दिये जाने के पश्चात सात दिनों के भीतर ठेकेदार द्वारा पालन किए जाने वाले इस करार द्वारा पालन किए जाने वाले सभी या किसी भी कार्य, मामले या चीजों का पालन करने में लगातार उपेक्षा या विफलता की है, या

(vi) बैंक के विपरीत निर्देशों के अवहेलना करते हुए करार के किसी भाग को उप- किराए पर दे दिया है, या

(vii) बाल श्रम

तब और उक्त किसी भी मामले में बैंक किसी भी पूर्व छूट के बावजूद, ठेकेदार को लिखित में सात दिनों का नोटिस देने के बाद, करार का निर्धारण कर सकता है। और इसके अलावा, बैंक अपने एजंटों या कर्मचारियों के माध्यम से काम में प्रवेश कर सकता है और आस पास की भूमि या सड़कों के परिसर में पड़े सभी संयंत्र, उपकरण, मचान, शेड, मशीनरी, भाप और अन्य बिजली के बर्तन और सामग्री को अपने कब्जे में ले सकता है और उसे अपनी संपत्ति के रूप में उपयोग कर सकता है या काम को पूरा करने अपने कर्मचारियों और कामगारों के माध्यम से या काम को पूरा करने के लिए किसी अन्य ठेकेदार या अन्य व्यक्ति और व्यक्तियों को नियुक्त करके काम पर रख सकता है और ठेकेदार किसी भी तरह से ऐसे अन्य ठेकेदार या अन्य व्यक्ति या अन्य व्यक्तियों को काम पूरा करने और खत्म करने या काम के लिए सामग्री और संयंत्र का उपयोग करने से रोकने या बढ़ा डालने की लिए कोई कार्य, बात या चीज नहीं करेगा। जब कार्य पूरा हो जाएगा तो बैंक ठेकेदार को अपनी अतिरिक्त सामग्री और संयंत्र हटाने के लिए लिखित में नोटिस देगा और ठेकेदार यदि नोटिस प्राप्त होने के बाद 14 दिनों की अवधी के भीतर ऐसा करने में विफल रहता है, तो बैंक इसे सार्वजनिक नीलामी द्वारा बेच ठेगा और ठेकेदार को प्रपट राशी का क्रेडिट देगा।

OR if the contractor

- (i) has abandoned the Contract or
- (ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Bank Notice to proceed, or
- (iii) has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Bank's written notice that the said materials or work were condemned and rejected by the Bank under these Conditions, or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- (vi) has in the defiance of the Bank's instructions to the contrary sublet any part of the Contract, or
- (vii) has employed child labour.

Then and in any of the said cases the Bank may notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the Contract. And further, the Bank by his, Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen

in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Bank shall sell the same by public auction and shall give credit to the Contractor for the amount realized.

U. सभी समावेशी व्यापक वार्षिक रखरखाव करार (CAMC) - नवीनीकरण के लिए दरें

उक्त संविदा की अवधि 01 अप्रैल, 2026 से 31 मार्च, 2027 या बैंक द्वारा अंतिम कार्य आदेश में निर्दिष्ट के अनुसार होगी। उक्त करार को वर्तमान करार अवधि के दौरान ठेकेदार के संतोषजनक प्रदर्शन और निविदा दस्तावेज में विस्तृत अन्य शर्तों और नियमों के अधीन आगे की अवधि के लिए नवीनीकरण किया जाएगा। नवीनीकरण के दौरान करार राशि में वृद्धि को निम्नलिखित के अनुसार माना जाएगा:

- निविदा दस्तावेज के भाग II के हेडर A में उल्लिखित "स्थायी घटक" के लिए, बैंक ठेकेदार को तत्कालीन न्यूनतम मजदूरी (नवीनीकरण के समय प्रचलित) प्रदान करेगा, जैसा कि श्रम आयुक्त (केंद्र), श्रम और रोजगार मंत्रालय द्वारा निर्धारित किया गया है, और संबंधित देनदारियों जैसे बोनस, ईपीएफ, ईएसआई घटक आदि।
- "परिवर्तनीय घटक" के लिए, करार के नवीनीकरण पर, दरों का संशोधन लागत वृद्धि के आधार पर किया जा सकता है।

लागत में प्रतिशत वृद्धि (परिवर्तनीय घटक यानी ठेकेदार का लाभ/ओवरहेड लागत आदि) बिना करों के नीचे दिए गए फॉर्मूले का उपयोग करके की जा सकती है:

$$AC = AP + AP \times (CPIc - CPIp) / CPIp$$

जहां, AC और AP क्रमशः संशोधित कीमत [वर्तमान वर्ष] और वर्तमान कीमत [पिछले वर्ष] हैं, और CPIc और CPIp वर्तमान वर्ष और पिछले वर्ष के लिए करार की आरंभ तिथि से 6 महीने पहले सभी भारत के लिए औद्योगिक श्रमिकों के लिए थोक मूल्य सूचकांक हैं।

Rates for All-inclusive Comprehensive Annual Maintenance Contract (CAMC) - Renewal

The period of contract for is from April 01, 2026 to March 31, 2027 or as specified by the Bank in the final work order. The said contract will be renewed for further period subject to the satisfactory performance of the contractor during the existing contract period and other terms and conditions detailed in the tender document.

The escalation in the contract amount during renewal shall be considered as follows:

- For "Fixed Component" mentioned in header A of part II of the tender document, the Bank shall give the Contractor extant Minimum wages (prevailing at the time of renewal) as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment and the associated liabilities like Bonus, EPF, ESI components etc.
- For "Variable Component", on renewal of contract, the revision of rates may be done based on cost escalation.

The percentage increase in cost (Variable Component i.e., Contractor's profit/ overhead cost etc.) excluding taxes may be calculated by using the below formula

$$AC = AP + AP \times (CPIc - CPIp) / CPIp$$

where, AC and AP are revised price [current year] and present price [previous year], respectively and CPIc and CPIp are Consumer Price Index for Industrial Workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

(If the Contractor is a Partnership firm or an individual)	IN WITNESS WHEREOF the Bank and the Contractor have set their respective hands to these presents and two duplicates hereof the day and the year first hereinabove written
(If the Contractor is a Company)	IN WITNESS WHEREOF the Bank set its hands to these presents through its duly authorised official and the Contractor has caused its common seal, to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and the year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED BY Reserve Bank of India, Thiruvananthapuram

(Name and designation)

In the presence of:

Witnesses:

1.

Address

2.

Address:

If the party is a Partnership firm or individual:

(Name and Designation)

In the presence of:

Witnesses:

1.

Address:

2.

Address:

The COMMON SEAL OFWas hereunto affixed pursuant to the Resolutions passed by its Board of Directors at the meeting held on, in the presence of

1)

2)

Directors, who have signed these in token thereof in the presence of

1)

2)

SIGNED AND DELIVERED BY the Contractor by the hand of

Shri

And duly constituted Attorney

SECTION V
General Instructions to Tenderers and
Special Conditions of the contract

1. General Instructions:

- 1.1 The Bank discourages the stipulation of any additional conditions by the tenderer.
- 1.2 Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening part I of the tender. This period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
- 1.3 The tender form must be filled electronically. If any of the documents is/are unsigned or missing, the tender may be considered invalid by the Bank at its discretion.
- 1.4 The rates shall also be firm, shall 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 railway freights or any conditions whatsoever.
- 1.5 Quotations received in any other manner then what has been indicated, will be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
- 1.6 The wages of manpower quoted should not be less than statutory Central or State Govt. minimum wages, whichever are higher. Tenders having quoted rates below the prescribed minimum wages rates shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
- 1.7 The tender submitted on behalf of a firm/company shall be signed by all the proprietors/ partners/ director of the firm/company or by the proprietor/ partner/ director of the firm/company who has the necessary authority on behalf of the firm/company to enter into the proposed contract. Otherwise, the tender may be rejected by the Bank.
- 1.8 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 from date of issuance of work orders the successful tenderer shall sign an agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed. The Contract shall be executed in duplicate. Original copy will remain in the custody of Bank and the second set of copy will remain in the custody of contractor. The agreement shall be made on necessary stamp paper (having equal to applicable stamp duty in the state of Kerala) and the cost of necessary stamp duty shall be borne solely by the contractor.
- 1.9 No bid will be received after the due date/last date and time specified for submission of bids or after the extended Bid due date, if any.

1.10 Wages must be paid to the employees by the Contractor within the 7th day of the succeeding month.

2. Broad Scope of Work

The scope of work shall be as detailed in Section VIII of the tender document.

3. Right to accept any tender and to reject any or all tenders

3.1 The Bank is not bound to accept the lowest or any tender and may at any time terminate the tendering process without assigning any reason.

3.2 The Bank may terminate the contract if it is found after award of the work that the Contractor is blacklisted during the last 3 years by any Govt. Department/Institution/ Autonomous body/Local Body/Municipality/Public Sector Undertaking/any other offices of RBI etc.

3.3 Minimum wages and / or Variable Dearness Allowance will be revised as per the Notification issued by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time i.e. effective from 1st April and 1st October every year, for the category of Semi-Skilled/Unskilled Supervisory (Area B) for Supervisors and 'Unskilled' for all other workers; employed in "Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground electric, wireless, Radio, Television, Telephone, Telegraph and Overseas Communication cables and similar other Underground cabling work, Electric lines, Water supply lines and Sewerage pipe lines".

3.4 The bids of bidders who resort to excessive underquoting of any component of price bid shall be liable for disqualification and such bidders even though offering the lowest among the eligible quotes, will not be considered for the selection as successful bidder from among the eligible bidders. The Bank may however give opportunity to such bidder to substantiate their offer by seeking their rate analysis / breakup and comments thereon within a time frame specified by the Bank. However, the overall contract amount, if found insufficient even to pay for the minimum wages for the employee category and associated statutory components shall be summarily rejected and the decision of the Bank regarding such disqualification are binding on the bidders and shall be final.

4. Performance Guarantee during contract period

4.1 On award of contract, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Performance Guarantee from any scheduled bank in the form prescribed by the Bank ([Annex D](#)), which shall be submitted along with the letter of acceptance, towards security deposit for the due fulfilment of the contract. The EMD submitted by the successful tenderer shall be returned within one month of award of work subject to submission of the Performance Bank Guarantee. The Performance Guarantee towards security deposit shall be valid for the entire contract period.

4.2 The Bank may terminate the contract in case the successful bidder fails to furnish the Performance Bank Guarantee for an amount which is 5% of the Estimated Cost as per [Annex D](#) or fails to execute the agreement within the specified period.

4.3 The Performance Bank Guarantee given by the company/agency/firm shall be liable to be revoked, forfeited or appropriated in the event of unsatisfactory performance of the company/agency/firm and/or loss/damage, if any, sustained by the Reserve Bank of India, Thiruvananthapuram on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the company/agency/firm. The company/agency/firm shall have no objection to such appropriation.

4.4 The Performance Bank Guarantee should be valid up to the date of expiry of the contract.

4.5 All compensation or other sums of money payable by the Contractor to the Bank under the terms of this contract may be deducted from the security deposit/monthly bill amount, if the amount so permits unless the Contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

5 Terms of Payment and levy of penal charges

5.1 Payment in respect of manpower deployment will be made as per actual deployment and the company/agency/firm is advised to submit proof of deployment by way of attendance registers and proof of payment of minimum wages along with the bill.

5.2 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 payments to EPF, ESI etc. are 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 in support of the same.

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

5.4 The bills shall be submitted to the Bank within the second week of every succeeding month. The payment for the work will be made after the same is duly certified by the Bank's official to the effect that the services have been provided satisfactorily within 45 days of the completion/delivery of service as per MSME act.

5.5 The amount payable will be net of any recoveries for deficiency in services, imposed as per the provisions of this contract. The bill should be submitted as per GST format. Copy of following documents for a particular month duly certified by the firm to be submitted along with bill for payment:

- i. Certified copy of attendance register.

- ii. Report of work done signed by the assistant caretaker / caretaker / Security Officer (P&SE).
- iii. Bank statement showing payment of minimum wages (payment to labour / workmen shall be paid directly to their bank account).
- iv. Declaration for compliance of Contract labour Act & Minimum wages Act.
- v. Documentary evidence indicating the payment made towards PF and ESIC, as applicable.
- vi. Any other logbooks/ documents as directed by the Bank.

5.6 Bills pertaining to all works (location-wise) may be submitted on a monthly basis wherein the work-wise breakup may be mentioned as provided in Part-II of the Price Bid. As regards Horticulture and Gardening Services done on monthly progress report (proforma specified in Attachments.pdf) may be attached to the bills, duly certified by the Caretaker of the respective location and the Security Officer.

5.7 It may be noted that the contractor will first make the payment of wages to the labourers/ workers and have made deposit of PF, ESIC and other statutory payments/ deposits and then submit the Bill for reimbursement of the same along with the proof of remittance of wages to the workers. No advance payment will be made to the contractor under any circumstances.

6. Penalty

- a) The Contractor shall maintain an attendance register duly signed by designated Bank's staff and attach a copy of the same with each month's bills failing which no payments shall be released. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty amount of **Rs.1000/-** per person per day shall be levied by the Bank in addition to the wages of the absent personnel(s) and the same shall be deducted from the contractor's pending/subsequent bill.
- b) In case the services are not found satisfactory, the Bank shall be at liberty to withhold any payment/s that may be due to the Contractor till such time as such services are rendered to the satisfaction of the Bank.
- c) In the event of penalty reaching 10% of the contract amount, the Bank reserves the right to terminate the contract and the Contractor shall be liable to risk and cost. The amount of penalty will be appropriated by invoking Performance Bank Guarantee or any other amount payable to the Contractor.
- d) A photocopy of the relevant pages of the register so maintained should be on monthly basis submitted to the respective /Caretaker/Engineer/Security officer along with the monthly bill and the same should be duly certified by the Bank officer concerned.
- e) 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 Bank.

f) Usage of any brand other than the IGBC approved brand will attract penalty of Rs.1,000/- per occurrence.

7. Taxes

Rates quoted by the tenderers in the rate columns of the Price Bid **should be exclusive of all taxes**, GST, custom duty, excise duty, local levies etc. GST and any other tax/ levy/ duty etc. payable as per statute to Central/State Governments or any Statutory Body or Local Authorities shall be included to the gross amount indicating percentage of taxes while submission of bills/ invoices.

8. Insurance

8.1 The successful tenderer shall take "**all risk policy including third party liability**" for the contract value **and workmen compensation policy** for the workers engaged in the work for one year and renewable thereafter if the contract is renewed by the Bank. The Contractor shall indemnify the Bank for any loss or damage that occurs to persons or building or any third-party during discharge of the duties as per the contract. Workmen compensation insurance policy for all the staff deployed shall also be taken with a minimum coverage of minimum wages or actual salary paid per employee. Copies of the same shall be submitted to the Bank for record.

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

8.3 Third Party Liability Policy cover should be availed as per following details:

- For injury to persons – Minimum Rs 2 Lakh per person per accident
- For damage to property – Minimum Rs 5 Lakh per accident subject to overall ceiling as per extant Insurance guidelines

8.4 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 nominated sub-Contractor's employees, whether such injury or damage arises 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 Bank and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim

made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

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.

9. Signing of Contract Agreement

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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 Bank of a tender in itself will constitute a binding agreement between the Bank and the person so tendering, whether such contract is or is not subsequently executed.
- 9.5 The Contractor shall not assign the contract to any other party. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to the other remedies available against the Contractor.

10. 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.

11. Other Issues

- i. 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 have to be made to suit the site condition and with the prior approval in writing of the Bank, the Contractor shall carry out the same without any extra charge.

ii. Any sexual harassment complaints received from the Employees of the Bank or any other contract workers deployed at the Bank against the Supervisor and all the workmen staff deployed by the contractor shall be viewed seriously and dealt with as per the law.

12. Settlement of Disputes by Arbitration:

i. 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 i.e. Bank, 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 a 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.

ii. 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 exceptional 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.

iii. 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.

iv. 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.

v. 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 Bank and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

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

- i. 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 and ensure to maintain all the records as prescribed there under and by the Office of the Labour Commissioner (Central).
- ii. 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 thereunder 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. The Contractor shall maintain a register indicating therein the wages paid to their workmen, month-wise, and work-wise along with the signature of each employee acknowledging the monthly payment made to them. The register shall be submitted to the Assistant General Manager, Estate Department of the Bank for perusal by the 10th of the next month to which it relates.
- iii. 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 the relevant labour and general laws/Rules and Notifications and make the same available for inspection by the Bank or its officials and the Official of Labour Commissioner (Central) or any other statutory authority conferred with such powers under the respective Laws/Rules.
- iv. The Contractor shall be responsible to ascertain any changes made applicable in the rates of minimum wages by the Government of India vide their Notifications 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 Bank posted with the said development producing the necessary documentary proof without delay.

- v. The Contractor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Payment of P.F., ESI Act, Workmen's Compensation Act, etc. and all Government Liabilities.
- vi. The Contractor shall be responsible for compliance of all the legal requirements as per the prevailing labour laws and other Laws / Rules / Regulations as the case may be and the Bank 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 Bank or his representatives.
- vii. 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. The Contractor shall obtain a license as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the Contractor and shall in no way made liable to the workers engaged by the Contractor. The authorized representative of the principal employer i.e. the Contractor, shall record under his signature a certificate at the end of the Register of Wages to the (Register of Wages-cum-Muster Roll) as the case may be, in the following form:
"Certified that the amount shown in column No... has been paid to the workman concerned by direct credit to his/her bank accountat...."
- viii. The Contractor shall abide by and fulfil all the requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed thereunder and he shall provide all the amenities prescribed under the CLRA Act to the workers engaged by him and pay them wages not less than the minimum prescribed under the Minimum Wages Act. He shall keep the Bank indemnified against all the actions that may be initiated against the Bank by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. He shall submit to the Bank a certificate on a non-judicial stamp paper of the value of Rs.100/-, as per the format prescribed, along with the agreement, to the effect that workers employed by him have been paid minimum wages prescribed under the Minimum Wages Act as applicable.

14. Rates for All-inclusive Comprehensive Annual Maintenance Contract (CAMC) - Renewal

The period of contract for is from April 01, 2026 to March 31, 2027 or as specified by the Bank in the final work order. The said contract will be renewed for further period subject to the satisfactory performance of the contractor during the existing contract period and other terms and conditions detailed in the tender document.

The escalation in the contract amount during renewal shall be considered as follows:

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

ii. For "Variable Component", on renewal of contract, the revision of rates may be done based on cost escalation.

The percentage increase in cost (Variable Component i.e., Contractor's profit/ overhead cost etc.) excluding taxes may be calculated by using the below formula

$$AC = AP + AP \times (CPIc - CPIp) / CPIp$$

where, AC and AP are revised price [current year] and present price [previous year], respectively and CPIc and CPIp are Consumer Price Index for Industrial Workers for all India for 6 months prior to the commencement date of contract for the current year & previous year, respectively.

15. Police Verification of all Workmen / Supervisors / Officials for entering in to the Bank's Premises:

The successful tenderer shall submit the necessary Police Verification Certificate of each deployed workman / supervisors / officials from Local Police Authorities about his/her identity records. Any change of deployment also needs to be submitted for the above provision without any lapses. Further, the Police Verification Certificate has to be submitted for all the employees as fresh on at least yearly basis.

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

Signature of tenderer with seal

Witness:

Address:

Date:

SECTION VI

The Conditions Hereinafter Referred To Interpretation Clause

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

(a)	“Employer/Bank”	Shall mean The Reserve Bank of India, Thiruvananthapuram Regional Office and shall include its assigns and successors.
(b)	“Contractor” (in case of partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in case of company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the Contract Works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Schedule of Quantities and Specifications, etc. attached hereto and duly signed.
(e)	“Bank’s Security Officer/Caretaker”	The term “Bank’s Officer/Caretaker” shall mean the person appointed and paid by the Employer to inspect/supervise the works. The Contractor shall afford the Bank’s Officer/Caretaker every facility and assistance for inspecting/supervising the works and materials and for checking and measuring time and materials. Neither the Bank’s Officer/Caretaker nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specifically conferred by a written order of the Bank’s Engineer with the prior concurrence in writing of the Employer.

		The Bank's Officer/Caretaker or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Officer/Caretaker but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Officer/Caretaker.
(f)	"Notice in writing"	Written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	"Act of insolvency"	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any other Act amending such original.
(h)	"Net Prices"	If in arriving at the Contract Amount, the Contractor shall have added to or deducted from the total of the items in the Tender a sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(i)	"The works"	Shall mean the Horticulture and Gardening service for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode, all located at Thiruvananthapuram for the Employer as provided herein.

1. Scope of Contract

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

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

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

2. Dismissal of Workmen

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by the contractor who may, in the opinion of the Employer, is incompetent or has misconducted himself and such person/s shall not be again employed on the works, without the permission of the Employer.

3. Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person, unless authorised by the Employer, except the representatives of public authorities shall be allowed on the works at any time.

4. Assignments and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or

any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do

any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

5. Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

6. Insurance in respect of damage to 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 neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia any damage to buildings, 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, rain wind 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 any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

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 and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

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 expense 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 Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses 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 Employer from time to time during the currency of the Contract.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policy

ies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also 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 expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

7. Failure by Contractor to comply with Employer's instructions

If the Contractor, after receipt of written notice from the Employer, requiring compliance within 10 days, fails to comply with any instructions, the Employer is at liberty to employ and pay any other person/s to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any monies due to the Contractor.

8. Termination of Contract by the Employer

This contract is valid for a period of one year from April 01, 2026 to March 31, 2027, and the Bank is entitled to terminate the contract by giving one month advance notice, in case of violation of any of the Terms of this Contract or in case it is not satisfied with the service of Contractor in which case, the Contractor is not entitled for any compensation/damages and Security Deposit shall not be refunded.

9. Termination of Contract by Contractor

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

10. Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter hereof shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

11. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works. The Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

12. Right of Employer to terminate Contract in the event of death of Contractor, if individual

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

13. Marginal Notes

The headings catch lines hereto and, in the Annex, hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annexures hereto.

Date:

Signature of Tenderer

Place:

Address

SECTION VII

TERMS AND CONDITIONS

1. The period of contract is for one year, subject to satisfactory performance, unless it is curtailed by or terminated by the Bank owing to deficiency of service, sub-standard quality of the materials used, and breach of contract, reduction or cessation of the requirement of the work. Termination of the contract shall be made by issuing a prior notice. In such case a notice period of one month will be given to the Contractor
2. The Contractor and its staff shall take proper and reasonable precautions of Bank's assets and preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank.
3. The Contractor shall exclusively supervise or employ sufficient supervisory personnel to supervise the work of his/her employees so as to ensure that the services rendered are carried out in a neat and clean manner.
4. The Contractor shall depute only able bodied, physically fit, well trained and disciplined personnel for carrying out the work. Also, the Contractor should make sure the minimum number of persons, if any, specified in the scope of work are deployed on a pro-rata basis and Contractor shall engage the men/women whose age shall be above 18 years and duly trained for the job.
5. Every employee so engaged by the Contractor shall wear uniform and ID card while on duty. The Contractor should provide two pairs of distinct uniforms to his/her employees or agents different from the Bank's employees at the contractor's cost. The uniform should have "GARDNER" or "SUPERVISOR" stitched or embroidered on the jacket/shirt as the case may be and also logo of the contractor's firm/company and shall be kept neat, tidy and in a wearable condition. Bank will provide access card (Swagat) for the supervisor and all the workers deployed at the MOB premise and the contractor has to provide ID card for the supervisor and all other workers deployed at the residential colonies of the Bank at the contractor's cost.
6. No lapse from the Contractor's side, which may cause damage to the property and injury to the staff in the opinion of the Bank's Engineer, shall be permitted.
7. The work has to be carried out with least inconvenience to the residents.
8. The Contractor should specify the working hours of their staff and the details thereof shall be maintained with the Caretaker/Security Guard of the respective colonies. No worker shall be permitted to stay back inside the campus after working hours.

9. The Bank shall have the right to ask for the removal of any person employed by the Contractor, who is not found to be competent and orderly in the discharge of his duty.
10. The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. Workmen will be allowed inside the building only on production of the photo pass issued by the Bank & also have to subject themselves to the security restrictions imposed by the Bank. Only the Contractor himself/ themselves shall be held responsible for the conduct of his/ their workers.
11. Within 45 days of award of contract, the Contractor has to obtain police verification report on the character and antecedents of their personnel and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in Bank's premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
12. The Contractor shall maintain an attendance register duly signed by designated Bank's staff and attach a copy of the same with each month's bills failing which no payments shall be released. In case any of the contractor's personnel deployed is absent and is unable to provide suitable substitute, a penalty amount of Rs.1000/- per person per day shall be levied by the Bank in addition to the wages of the absent personnel(s) and the same shall be deducted from the contractor's pending/subsequent bill.

The Bank may also replace the manual attendance register with Biometric Attendance Machines to monitor the attendance of the workmen employees engaged by the Contractor.

13. The rates quoted by the Contractor shall be in accordance with the Contract Labour Act 1970 / Minimum Wages Act, 1948 for the current year and also taking into account any escalation as notified from time to time by the Government of India. Tenders having quoted rates below the prescribed minimum wages shall be summarily rejected and will not be evaluated for the purpose of ascertaining L1 tenderer.
14. The successful tenderer shall be responsible for safety & security of their materials & personnel and also for ensuring fire prevention steps at all times in the working premises including their part of work.
15. The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner and workers/personnel engaged by the Contractor shall not accept any gratitude or reward in any form.
16. The intending tenderers are advised to inspect the site with the prior permission from the Bank and ascertain the exactness of the area to be maintained and the work to be executed

before quoting their rates.

17. The Charges quoted will cover the cost of manpower deployed, material used and machinery/equipment deployed for efficient rendering of services and shall be payable on monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Caretaker/Security officer of P&SE that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.
18. Payment to the workers has to be made through bank account and proof for the same has to be submitted along with the bills.
19. All statutory benefits like EPF, Bonus, ESI, and other statutory payments etc. have to be paid by the Contractor and the proof for the same have to be submitted along with the bills. If EPF, Bonus, ESI, and other statutory payments etc. not required to be paid mandatorily as per the statutory instruction, the same amount will be excluded from the Contract Value.
20. The contract could be considered for further renewal for two years on same terms and conditions provided the Bank finds the services of the Contractor satisfactory and if the Bank desires so. The decision of the Bank in this regard will be final.
21. The cleanliness will be periodically checked by the officials of the Bank
22. During the annual renewal of AMC, the maximum permissible increase in the AMC amount will be based on increase in Consumer Price Index.
23. The work shall be carried out strictly as per direction of the officials of the Bank.
24. The Contractor shall ensure that water shall be used judiciously without wasting.
25. The Contractor is solely responsible for compliance of provisions, or any Statute or rules framed there under by the Central Government or State Government and applicable to the workers employed by him. The Bank is not responsible in case of non-compliance of any of the provisions of the Statute or rules of the State/Central Government, by the Contractor.
26. The Bank will have the right to terminate the agreement without assigning any reason with a notice of one month and the Contractor will not be entitled to any compensation for premature termination of the agreement. In such cases security deposit shall not be refunded. Before the expiry of the notice period given in the termination notice, the Contractor shall vacate the premises.
27. In case of any dispute arising out of this agreement, the decision of the Bank will be final and binding on the Contractor.

28. The Bank will not provide any type of accommodation to the Contractor and/or his workers / supervisors, etc. in the Bank's premises.
29. The Contractor shall obtain necessary licenses and permits in their name at their own expenses and shall keep the Bank indemnified against any loss arising due to non-compliance to any statutory requirement.
30. Rotation of staff must be carried out on quarterly intervals or at the discretion of Bank. Additional staff has to be deployed for attending any emergency work as and when required.

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

Date:

Signature of Contractor with Seal:

Place:

Name and Address with Contact Nos.:

SECTION VIII

DETAILED SCOPE OF WORK

This Annual Maintenance Contract (AMC) is for the day-to-day maintenance of greenery comprising trees, herbs, shrubs, creepers, lawns & indoor / outdoor potted plants and fish tanks / aquariums in Bank's main office premises and residential colonies at various locations in Thiruvananthapuram.

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

1. Reserve Bank of India, Main Office Premises, Bakery Junction, Thiruvananthapuram - 695033- (MOB)
2. Reserve Bank Staff Quarters, Thamalam-695012 (TSQ)
3. Reserve Bank Staff Quarters, Plamood-695004 (PSQ)
4. Reserve Bank Staff Quarters, Nanthancode—695003 (NSQ)
5. Reserve Bank of India Officers Quarters, Kowdiar-695003- (KOQ)

ii. Manpower requirement:

The Annual Maintenance Contractor should arrange to effectively provide and supervise all such services for the day-to-day maintenance of greenery and equipment as indicated above:

a. Semi-skilled full-time Supervisor - The Annual Maintenance Contractor should deploy one semi-skilled full-time Supervisor, who should be the In-Charge of the activities pertaining to the AMC at all the premises mentioned above, to effectively supervise the activities and to ensure effective nursing and maintenance of the greenery to the best possible level quality and aesthetics. She / he should be a horticulture/ Gardening expert with a minimum of five years of experience in the relevant field. She / he should be skilled enough to effectively supervise the gardening / horticulture activities at all the premises, regularly check, follow-up instructions from authorized officials of the Bank. She / he should be proactive in solving the problems which may arise during the execution of the services. She / he should visit each of the premises at least thrice in a week, for coordinating the services, giving instructions to the workmen and submitting reports / suggestions to the authorised officials of the Bank regarding maintenance, and condition of the greenery at each premises. Within a period of one month from the date of award of the Annual Service Contract she / he should take a census of all the trees available and record the same in separate registers for each premise, with separate folios for each specious of tree. The reports of withered / fallen trees shall be reported monthly to the authorised officials of the Bank. The services / work shall be carried out in consultation with the authorised officials of the Bank.

The supervisor shall be present at any one of the premises mentioned above, where the AMC serviced are required to be provided, during the time period indicated hereunder or any other time convenient to the Bank and communicated in writing to the contractor, for supervision of

the day-to-day activities and report to the authorised officials of the Bank at Estate Department, Reserve Bank of India, Bakery Junction, Trivandrum - 695033, as and when required by the Bank to take instructions from them. Instructions given to the Supervisor shall be deemed to have been given to the Contractor. She / he shall also note down instructions given by the Bank or its authorised officials through site order book/telephone calls and shall acknowledge in writing for having noted down the instructions. She / he shall strictly maintain and update necessary site registers, viz. complaint register, site order book, material receipt / consumption register, labour attendance register, etc. daily and got them duly attested by the Bank's authorised officials. The supervisor should be provided with a vehicle for commuting between various premises and a mobile phone to communicate with Bank's officials.

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

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

Sl. No.	Location / Premises	Semi-skilled (Supervisor)	Unskilled (Helper)
1	MOB	01	3
2	TSQ		5
3	PSQ		1
4	NSQ		1
5	KOQ		4
Total number of workmen to be deployed for all the premises put together		01	14

d. Timings working days for Supervisor and workmen: The supervisor and workmen shall be present at the premises mentioned above, where the AMC services are required to be provided, **for a minimum of 8.00 hours, between 08.30 Hrs and 04.30 Hrs on 06 (six) days in a week** (except national holidays viz. January 26, May 01, August 15 and October 02 as mentioned in the Kerala Industrial Establishment Act, 1958) or any other timing convenient to the Bank and communicated in writing to the contractor. However, in case of emergency, the supervisor / workmen shall report for duty on holidays also and continue to work till the emergency work is completed. The contractor shall deploy substitute supervisor / workmen, in case of absence of the regular supervisor / workmen and has to ensure weekly off to all deployed workers.

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

2. The broad scope of work shall include the following:

MAINTENANCE OF HORTICULTURAL WORKS IN THE BANK'S MAIN OFFICE PREMISES AT BAKERY JUNCTION AND RESIDENTIAL QUARTERS AT KOWDIAR, THAMALAM, PLAMOODU AND NANTHENCODE

To maintain the Horticultural/ Gardening works in the Bank's Main Office Premises at Bakery Junction and residential quarters at Kowdiar, Thamalam, Plamoodu and Nanthancode which includes existing developed lawns, green belts of shrubs/plants, plantation, plants in pots, etc., in the Bank's premises and outside along the periphery of the Bank's premises.

i. Minimum no. of workers

The successful bidder should deploy the minimum work force as prescribed, who shall attend the work for 8 hours per day excluding lunch break, while taking care of statutory provisions in this regard. The working time shall be as per the mutual understanding between the Bank and the successful bidder. However, for emergency works the staff have to continue to work till the emergency work is over at no extra cost. The successful bidder may engage additional work

force as and when required to meet the above job requirements for which no extra payment will be made to the successful bidder.

ii. Specifications

The work consists of replacing of plants i.e. trees, shrubs, creepers, succulents, flowering plants, lawns and ground covers etc. (including indoor), taking care of periodical watering, weeding, cleaning, lawn with machine cutting, providing of fertilizers and spraying of pesticides, providing manure & red earth etc. at regular intervals for proper growth of all the lawn, plants, tree etc. as required at site. The specifications are as under:

1. General

The Contractor is advised to visit the site and satisfy himself as to the nature of existing surroundings, structures etc., the characteristics of soil and any other matter. Changes made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will not be allowed. Electricity and water shall be given to the agency at the nearest available point free of cost by the Bank but all the other arrangements have to be made by the Contractor on their own.

2. Watering

The plants / shrubs shall be adequately watered after planting and during the growing season.

3. Earth & Manure

(a) Garden earth/soil shall be loamy, properly screened of grain elementary to suit the type of plant (coarser for trees and shrubs and finer for lawns) containing adequate amount of humus and free from perennial weeds, stones and pebbles.

(b) Farmyard manure shall be well decomposed cow dung or horse dung manure, in dry condition and free from straws, soil or pebbles.

4. Lawn

The Contractor is required to do proper top dressing, rolling weeding and periodical hand cutting or machine mowing, watering etc., during maintenance period in order to bring and maintain the lawn in perfect green thick and springy carpet of turf. The lawn shall also be fed once a month with liquid fertilizer by dissolving 45 grams of Ammonia in 5 liter of water or as directed during this period. The Contractor shall also maintain all indoor plants, replace them periodically and arrange them aesthetically during important occasions.

5. Insecticides

Each pit shall contain in addition to the soil mixture a dose of B.R.C. powder of renowned trademark in the quantity of 100 grams per pit.

6. General Conditions

- a.** In case any plant does not survive and dies away during the period of the contract, the Contractor shall replace the same at his own cost failing which the cost shall be recovered from the Contractor.
- b.** The Contractor should make his own arrangements at his own cost for the required quality of work, nursing, maintenance etc. In case of inadequate supply of the water, the Contractor shall make arrangements for water by tankers at no extra cost to the Bank.
- c.** Removal of unwanted wild grass or growth or control by use of suitable environment friendly chemicals, pruning/cutting of unwanted/dead/broken/ branches of trees etc. and their disposal out of Bank's premises including the permission of Local Authority wherever required at least twice in a year or as and when required. If required, additional manpower may be deployed for all such works at no extra cost to the Bank.
- d.** During any natural calamity/cyclone etc. if any tree falls, the cutting and disposal of the same, in coordination with P & SE and approval of statutory authorities is also part of the scope and the Contractor may include the cost for the same.
- e.** Quarterly removal of tree leaves / branches on the roof of parking shades, buildings.
- f.** Contractor should include cost of additional manpower, if any required to attend to the preventive/periodic maintenance works as indicated in the scope of work.
- g.** The lower branches of trees/shrubs/bushes shall be pruned allowing them to grow above a particular height. After pruning the plants shall be mulched with manure and compost to establish new growth.
- h.** Making necessary pits, trenches and filling with suitable garden earth/soil, fertilizer, insecticide etc. for plants, shrubs etc. as and when required.
- i.** Removal of pruning/cutting material of tree, grass, surplus garden earth, stone, pebbles etc. and disposing them out of the premises.
- j.** The Contractor must utilize materials which will be of the brand approved by IGBC.

iii. Schedule of Work

- 1) The Maintenance work is required to be carried out in relation to the entire lawn, plants/trees/shrubs/ground covering plants, fences etc. in and outside of the Bank's

premises and total open area including the compound wall of the Bank's premises. It includes maintenance of the existing as well as any other additions to the garden/lawn/plants etc. Apart from the above, the day-to-day maintenance work includes the following:

- 2) Watering the plants, trees, lawns, vertical gardens etc., thoroughly one or two times daily or as required in all the colonies and in office premises.
- 3) Maintaining the rose plants in main office premises and at officers' quarters by regularly applying pesticides, insecticides, fungicides, manuring etc. Replacing the unhealthy plants, repotting the plants with suitable soil manure mixture once in 6 months and ensuring that plants are always in healthy condition.
- 4) Manuring the lawn with urea at 1 kg /100 sq. m at the required intervals.
- 5) Regular uprooting of all kinds of weeds and removal of unwanted bushes from the Bank's premises including the roof tops.
- 6) Removal of the dead leaves, cleaning of the area including disposal of waste and dead leaves, twigs, garbage on day-to-day basis, making bunds to the plants wherever required, adding red soil and manure to the roots of the plants wherever necessary.
- 7) The dead leaves and waste collected should be dumped in the compost pit on daily basis.
- 8) Maintaining all plant hedges decently. Pruning and mowing should be done by keeping the foliage aesthetically at a reasonable size without making them bald with a motive to keep a longer gap for the next job.
- 9) De-weeding the lawns at regular intervals.
- 10) Spraying of pesticides, fungicides and insecticides etc., at least once in a month or as needed in the required proportion for proper and healthy growth.
- 11) Manuring the plants, shrubs, trees etc., with compost made up of river sand, cow dung and leaves etc., in the required proportion and with other manures at regular intervals and as directed.
- 12) Nursing the plants and trees, trimming for better growth pruning the plants to get the required shape, replacing the broken/damaged earthen pots etc., all as directed, with no additional cost to the Bank.
- 13) Cutting down unviable/weak trees and disposal thereof from the Bank's premises, with no additional cost to the Bank.
- 14) Cutting and removing the wild growth, cutting and removing the branches of trees, removing

the vegetation etc. and disposing of all the waste material outside the Bank's premises including transformer yard, as per directions.

- 15) Overgrowing trees from own / neighboring gardens spreading on to / within the Bank's premises will have to be pruned periodically from above the fence level vertically up. The unwanted branches of the trees hindering the natural light into the buildings and drooping branches should be cut as and when required after ensuring the safety measures and the cut branches should immediately be carted away from the premises. If any permission is required from the Forest / Municipal Authorities, the contractor will have to arrange the same at his own cost. No trees shall be cut without the prior approval of the Bank and permission from the Forest / Municipal Authorities, whenever the same is required.
- 16) Cleaning of terraces of the premises once a month so as to ensure non-growth of vegetation over there and destroying the unwanted vegetation by applying chemicals etc., and cleaning of lawns and surroundings regularly to keep the premises neat and clean.
- 17) Removing the debris leaves etc., away from the premises periodically.
- 18) Cleaning and repainting of the pots on important occasions like Independence Day and Republic Day etc.
- 19) Cutting and stacking of uprooted trees / fallen branches of trees and disposal of waste materials outside the Bank premises.
- 20) The drains of the garden are to be maintained well so that the drainage water freely flows out of the Bank's premises without any stagnation/clogging.
- 21) Separate workers shall be deployed for removal of wild growth and vegetation, pruning the branches of trees and disposal of connected waste materials etc. apart from the regular gardener / helpers in each premises.
- 22) Cleaning of fountains [the structure and the plumbing arrangements] in Main Office Premises [1 No.] and in Kowdiar Officers Quarters [1 No.]
- 23) The flower/plant pots are to be kept in the corridors of Main Office building and Visiting Officers` Flats (VOFs)/Transit Holiday Homes (THH)/Dispensary/Gym room etc. at colonies and the same are to be periodically shifted out and kept back. The successful bidder should maintain a nursery for storing sufficient number of potted plants (ornamental) for periodic replacement of plants.
- 24) The survival of all trees, plants, shrubs, grass etc., during the period of contract for maintenance is the responsibility of the Contractor and any trees, plants, shrubs etc., not so

surviving shall be replaced and nursed to ensure good growth to the satisfaction of the Bank without claiming charges.

- 25) The Bank may purchase new plants/shrubs/lay new grass/trees to enhance the quality and size of the garden in the open compound. Whenever such purchases are made, the successful bidder shall arrange to implant them on the ground/in pots as desired by the Bank and maintain the same without any extra cost.
- 26) The successful bidder should cut and remove dead wood from plants, trees, fallen trees and should also remove them from the Bank's premises at his own cost.
- 27) The successful bidder should visit the site regularly and ensure lush green maintenance of the horticulture work in all premises through the staff deployed therefor.
- 28) The Contractor shall be required to maintain all the work for a period of 12 months and he / she shall be responsible to replace the dead plants free of cost during the maintenance period. During this period the Contractor shall take care of all the entire plantation on day-to-day basis.
- 29) Disposal of big branches and trunks of trees trimmed during pruning as per the Municipal Corporation Rules will be Vendor's responsibility.
- 30) The rates quoted should also include for the following:
 - a) Cost of tools and plants required for the work.
 - b) Labour constituents for preparing manure mixes and to attend to the above works.
 - c) Cost of brick bats, sand, accessories, hose pipes, sprayers, cost of pesticides, fungicides, insecticides and any other cost which may be required for ensuring neat and healthy garden.

iv. Details of works done /to be done by Gardener in the Bank's Main Office Premises and four residential colonies (The work detailed below is only indicative)

1. Details of works to be carried out are tabulated below:

Works to be done
<ol style="list-style-type: none">1. Sweeping of the garden area and watering plants in the Bank's Main Office Premises and four residential colonies daily.2. Spraying pesticides and putting organic manure for the plants once in a month.3. Removal of garden waste from within the compound.4. Cutting and trimming the plants.5. Putting ordinary manure.6. Indoor plants to be re-planted.7. Clearing all the weeds and dried branches, leaves, etc.8. Flowering plants to be re-potted / re-planted.9. Removal of weeds / grass / plants etc. growing in the terrace of MOB / Annex Building in MOB / Quarters / compound walls.10. Removal of dry leaves in the terrace / over the car shed / scooter parking area / Information Centre etc. of MOB and quarters.11. Pruning of trees and plants to be done at least twice in a year (one before monsoon).

NOTE: Any other garden related works as advised by the Bank may also be undertaken by the Contractor as and when necessary on a continuous basis.

2. **Minimum requirement of duties per week:** Minimum requirement of duties per week for all works as specified in the broad scope of works (Clause 2 of Section VIII) above is tabulated below:

Weekly Number of Duties as per the Bank's Requirement								
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Horticulture workers at Bank's Main Office Premises and all the residential Colonies- Supervisor	-	1	1	1	1	1	1	6
Horticulture workers at Bank's Main Office Premises	-	3	3	3	3	3	1	16
Horticulture workers at Bank's Residential Colony at Kowdiar	-	4	4	4	4	4	2	22
Horticulture workers at Bank's Residential Colony at Thamalam	-	5	5	5	5	5	2	27
Horticulture workers at Bank's Residential Colony at Plamoodu	-	1	1	1	1	1	1	6
Horticulture workers at Bank's Residential Colony at Nanthencode	-	1	1	1	1	1	1	6
TOTAL	-	15	15	15	15	15	8	83

2.1 The above-mentioned table unambiguously defines the Bank's current requirement distributed across a week and the bidders shall offer the rates based on this requirement. Hence, the estimated requirement of total duties per annum will be approximately '4329' and the average number of monthly duties will be approximately '361'. The detailed break-up of duties per annum across various premises and category of workers are tabulated below. The Bank reserves the right to increase or decrease the number of duties based on its requirement, before awarding the work or any time during the currency of contract. The monthly contract amount shall be proportionately arrived at when the Bank resorts to such change in the number of duties.

	No. of duties of Supervisors per annum	No. of duties of Workers per annum
Main Office Premises at Bakery Junction	313*	835*
Residential Colonies at Kowdiar, Thamalam, Plamoodu, Nanthancode		3181*
Total		4329*

* Including four national holidays: 26th January, 1st May, 15th August, 2nd October

2.2 The supervisor engaged by the Contractor shall fall under the category of Semi-Skilled. All the workers engaged by the Contractor shall fall under the category of 'Unskilled' (Area B) of workers employed in "Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground electric, wireless, Radio, Television, Telephone, Telegraph and Overseas Communication cables and similar other Underground cabling work, Electric lines, Water supply lines and Sewerage pipe lines" as mentioned in the Government Order issued from Office of the Chief Labour Commissioner(C) dated September 25, 2025. Revision of wages as and when announced by Gol for all such workers will be with respect to the above category only.

2.3 The quote offered by the Contractor in the price bid shall be firm and final and the Bank will not entertain the Contractor's claim for revision of rates during the currency of contract except when changes in two components of minimum rates of wages only viz. the Basic rates and Variable Dearness Allowance (VDA), as announced by the Government of India under the Minimum Wages Act. The amount of such hike in monthly contract amount, in proportion to the monthly duties, will be restricted only to the increase in Basic rates and Variable Dearness Allowance (VDA) and any other components which form part of wages or allowance which are statutory in nature viz. EPF, ESI, Bonus etc. which are dependent on the Basic rates and/or Variable Dearness Allowance (VDA) will not be considered by the Bank for the revision in monthly contract. The Contractor shall factor in the possible escalation of these statutory components other than Basic rates plus VDA and offer the best rates in such a way as to accommodate these incremental costs under the price bid. Minimum service charge quote should not be less than **3.00%** of the Fixed Component. Any quotes below the threshold will be considered invalid. The decision of the Bank in the matter will be final.

SECTION IX

PREAMBLE

1. The successful tenderer shall enter into a Service Level Agreement with the Bank, which will cover the details of manpower that will be deployed, their working hours and on-call availability.
2. All works will be carried out at timings which will be as per convenience to the Office and without causing interference or inconvenience to the Bank. Contractor's supervisory staff should be available at all times to give instructions to their staff. All personnel should be in uniform and should maintain discipline. The Caretaker/Assistant Caretaker should be informed immediately whenever there is an emergency situation. Any major work or repair to be carried out should be brought to his notice immediately. Reports of all complaints and remedial works done should be maintained and should be submitted to him/her every month.
3. There should be a supervisor, who has to monitor the Horticulture/ Gardening works in Main office building and all the residential colonies. The Supervisor should be able to arrange additional or skilled worker/s to be engaged on-call basis. Supervisor shall also be responsible for coordinating work with all external agencies, whenever required.
4. The Contractor is responsible for getting the antecedents verification of all employees done by police authorities. A compliance report along with the details of all his employees needs to be submitted to the Bank for records. This exercise needs to be done periodically, in view of the security angle.
5. No minor shall be engaged by the Contractor in discharge of his duties under this contract. If any such violation is observed, apart from cancellation of the contract, suitable legal measures would be initiated against the Contractor.
6. The service personnel of the Contractor shall not be provided accommodation inside the Bank's premises.

The duties and work timings of the various service personnel are broadly as under:

Supervisor (Overall in Charge)

Timing – 8.30 AM to 4.30 PM (Duty hours will be allotted as per Bank's convenience and as per extant labour rules)

- ✓ Should have experience of five years Horticulture/ Gardening Works and should be fluent in Malayalam and English.
- ✓ Should be of courteous and polite demeanor.
- ✓ Shall report to Caretaker/Assistant Caretaker for the day-to-day operations.
- ✓ Will be responsible for cleanliness of the Garden/ lawn, ethical treatment of members of staff and wards.
- ✓ Has to be proactive in solving the infrastructural and personnel problems.
- ✓ He/she will personally be responsible for handling the workers entrusted with the Horticulture and gardening jobs
- ✓ Should interact with the officials of the Bank for any issues

Helper

Timing – 8.30 AM to 4.30 PM (Duty hours will be allotted as per Bank's convenience and as per extant labour rules)

- ✓ Work pertaining to the maintenance, development, and beautification of the greenery / garden / lawn etc.
- ✓ Watering, dispensing manure / fertilizers / insecticides / pesticides, trimming / pruning of branches / foliage etc.
- ✓ Carrying out the work allotted by Supervisor/ Bank's Caretaker or authorized officials.

SECTION - X

SAFETY CODE

1. First-aid appliances, including adequate supply of sterilized dressings, cotton wool shall be maintained in a readily accessible place for the use of staff deployed by the tenderer.
2. In case of any mishap, the injured person shall be taken to a public hospital without loss of time, where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground level.
4. Workers employed shall be provided with protective footwear and rubber hand gloves as per requirement.
5. 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.
6. No portable single ladder shall be over eight meters in length. The width between the side rails shall not be less than 30 cms and distance between two adjacent rungs shall not be more than 30 cms. When a ladder is used, an extra worker should be engaged for holding ladder.
7. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
8. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
9. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
10. 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.
11. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
12. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
13. Suitable face masks shall 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.

14. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

15. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.

16. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.

SECTION – XI

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the workmen while working beyond office hours.

Annexure A

Client's certificate regarding performance of the Contactor providing Horticulture and Gardening Services (To be issued by the client on its letterhead)

Name and address of the Client:

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

Sl. No.	Particulars	Comments
1	Nature of service availed	
2	Agreement No. and date	
3	Agreement amount	
4	Date of Commencement of work	
5	Number of personnel provided	
6	Comments regarding adherence of terms and conditions of contract	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	i) Quality of work (indicate grading) ii) Amount of work paid on reduced rates, if any	Outstanding/Very Good/ Satisfactory/ Poor
11	i) Did the Contractor go for arbitration? ii) If yes, total amount of claim iii) Total amount awarded	

12	Comments on the capabilities of the contractor	
	a) Technical Proficiency	Outstanding/Very Good/ Satisfactory/ Poor
	b) Financial Soundness	Outstanding/Very Good/ Satisfactory/ Poor
	c) Mobilization of manpower	Outstanding/Very Good/ Satisfactory/ Poor
	d) General behaviour	Outstanding/Very Good/ Satisfactory/ Poor
13	Any other information	

Place:

Date:

Signature of the Authorised Official

(With seal)

Note:

- i) All columns should be filled in properly countersigned.
- ii) The Client Certificates should be submitted for each of the Prequalification work/s
- iii) Signed by an official not below the rank of an Officer / Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- iv) Supported by adequate proof of payments received by the contractor for the work done by them.
- v) Client's report issued by private organization shall be accompanied by TDS Certificates
- vi) All columns should be filled in properly countersigned. Client certificate should be on letter head of the Client with signature of Authorized person.

(Only scanned copy of the report must be uploaded in 'mstcecommerce' portal while submission of e-tender.)

Annexure B
Supplier Details

RESERVE BANK OF INDIA	
THIRUVANANTHAPURAM	
PAYMENT OF BILLS THROUGH ECS / NEFT	
PARTICULARS OF CONTRACTORS / SUPPLIERS	
Name of the Firm / Company *	
Type of the Firm/ Company	
GSTIN. *	
Permanent Account No. (PAN)*: -	
Postal Address (with Pin code)*	
Contact Person *	
Telephone Number (land)	
Mobile Number *	
E-mail ID *	
Bank Account Number*	
Type of A/c*	
Name of the Bank*	
Name of the Branch*	
IFSC CODE*	
Provident Fund Registration Number	
ESIC Registration Number	
MSME Registration Number	

Whether tenderer holding a License under Section12 (1) Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971.		
Experience in undertaking similar services to other organizations		
Total contract value of services provided to the other organization for the last 3 years.	2022-2023	₹
	2023-2024	₹
	2024-2025	₹
Furnish turnover for the last three years	2022-2023	₹
	2023-2024	₹
	2024-2025	₹
Indicate if involved in any litigation at any point of time		
Any civil suits pending in any court. Give details		

Annexure C

EMD PAYMENT REFERENCE	
Name of the Firm / Company *	
Mobile Number	
Sender's Bank Account Number*	
Sender's IFSC CODE*	
EMD Amount Paid:*	
Payment reference no.: *	
Date of Payment:*	
The fields marked with * should be mandatorily filled.	

Annexure - D

Proforma of Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____ Date _____

To:

The General Manager
(Officer-in-Charge)
Reserve Bank of India
Thiruvananthapuram

Dear Sir/ Madam,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messers _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for '**Contract for Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode'**' as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR (_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of

surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address _____

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

Witness 1

Signature

.....

Name

.....

Address

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

ANNEXURE- E

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank).

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ Tenderer's name hereinafter referred to as 'Tenderer' a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for '**Contract for Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode**' and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No._____ Section IV of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the '**Contract for Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthancode**'

Nanthancode'

The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6 This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9 Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10 The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

ANNEXURE- F

Details of Similar Qualifying Works Executed During the Last 5 Years

Sr. No.	Name and address of the firm/company	Nature of work	Contract value of the work	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order@	Fax /phone number& contact person of the firm

(Attach sheet if required)

@Kindly submit the work order copies.

Date:

Place:

Signature and Seal of the tenderer

ANNEXURE- G

बायो- डाटा फॉर्म / Bio- Data of workers employed by the contractor

(to be submitted in letter head of the contractor)

नाम / Name	
पिता का नाम / Father's Name	स्व-सत्यापित पास्पोर्ट साइज़ फोटो लगायें Affix Self-attested Passport size photograph
जन्म तिथी / Date of Birth	
लिंग / Gender	
विवाह की स्थिति / Marital Status	
शैक्षणिक योग्यता / Educational Qualification	
वर्तमान पता / Current Address	
स्थाई पता / Permanent Address	
मोबाईल नं. / Mobile No.	
*आधार नं. / Aadhaar No.	
*पैन नं. / PAN No.	
*बैंक खाता विवरण / Bank Account Details	खाता संख्या/ Account No.- आई.एफ.एस.सी. कोड/ IFSC Code-
*पी.एफ. (पू.ए.एन.) संख्या / PF (UAN) No.	
*ई.एस.आई.सी. (आई.पी.) नं. / ESIC IP No.	
नमूना हस्ताक्षर अथवा अंगूठे का निशान/ Specimen Signature or Thumb impression	

* अनिवार्य दस्तावेज *Mandatory documents*

उपरोक्त विवरण मेरे द्वारा सत्यापित किए गए हैं और सहायक दस्तावेज संलग्न हैं।

The above details are verified by me and the supporting documents are enclosed.

ऑफिशियल सील के साथ हस्ताक्षर / Signature with official seal-

अधिकारी का नाम / Name of Official-

पदनाम / Designation-

स्थान / Place-

दिनांक / Date-

ANNEXURE- H

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

Place:
Date:

The General Manager (Officer-in-Charge)
Reserve Bank of India
Estate Department
Thiruvananthapuram
Kerala

Dear Sir/Madam,

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

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

For the Bank with Name, Designation & Seal

Note:-

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

Note:

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

ANNEXURE- I

DETAILS OF BANKS

Details of our Bank/s are:

S. No.		Bank 1	Bank 2
1	Name of the Bank		
2	Name of the Branch and its complete Postal Address		
3	Name of the Branch Manager with his/her Telephone No. (s). and Fax No(s) etc.		
4	Type of Account		
5	Account Number		
6	Name of Account Holder		
7	IFSC Code		
8	Whether Credit facility/Overdraft facility is being availed		
9	Date of opening of account		

#Attach a cancelled Cheque of each bank.

Signature

Name of authorized signatory

Firm/Company Name with seal

ANNEXURE-J

Proforma for Indemnifying the Employer against Contract Labour Rules/regulations

To,

The General Manager (Officer-in-Charge)
Reserve Bank of India,
Thiruvananthapuram:695 033

Dear Sir/Madam,

I / we hereby undertake to pay wages to all the labourers of all descriptions engaged by me / us for undertaking the annual maintenance contract for Horticulture and Gardening Services for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam (d) Plamoodu and (e) Nanthancode from April 01, 2026 to March 31, 2027, 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 and to keep the Principal Employer (Reserve Bank of India) indemnified against all the actions that may be initiated against the Principal Employer (Reserve Bank of India) by the Statutory Authorities for my / our failure to pay such wages and provide essential amenities.

Yours faithfully,

Signature:

Name:

Address:

.....
.....

Date:

Seal

(The above undertaking to be prepared on a Non-Judicial Stamp paper of Rs.100/-)

ANNEXURE- K

Checklist of documents to be uploaded on MSTC Portal along with Part-1 of Tender

Sr. No.	Particulars of Documents	Submitted (Yes/No/Not Applicable*) *Kindly provide valid reason
1	Tender Document issued by the Bank – duly filled, stamped and signed (including all Annexures, Minutes of pre-bid meeting and corrigendum if any)	
2	Power of Attorney/ authorization with the seal of the company	
3	Copy of NEFT Receipt/DD/BG as evidence of remitting EMD amount of ₹90,000/-	
4	Certificate of incorporation and Memorandum and Articles of Association / partnership deed/ other relevant certificate of registration for commencement of business	
5	Particulars of tenderer (in format prescribed under Annexure- B) along with particulars of all the directors and responsible officials/ partners/ individual/individuals involved	
6	Copy of PAN Card & other related Income Tax documents	
7	Copy of GST Registration Certificate	
8	Copy of MSMED Registration Certificate, if any	
9	Copy of EPF Registration	
10	Copy of ESIC Registration	
11	Copy of License under Section12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971	
12	Work Orders and completion certificates in support of experience of more than 5 years in carrying out similar works	
13	Details of similar qualifying works completed in last 5 years along with contact details of clients (in format prescribed under Annexure- E)	
14	Work Orders for all similar qualifying works completed in last 5 years	

15	Client's Certificates (in format prescribed under Annexure A)	
16	Copy of TDS Certificates as a proof of payment for all client certificates issued by private organizations	
17	Completion certificates for all similar qualifying works completed in last 5 years	
18	Work Orders for previous experience, if any, of carrying out Works for the Reserve Bank of India at any center	
19	Copies of the Audited Final Accounts for last 5 years and a certificate issued by Chartered Accountant indicating the turnover for the last 5 years	
20	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders/ Income Tax Returns for last 5 years	
21	Details of Bank Accounts along with Contact details of Bank(s)	
22	Solvency Certificate issued by the tenderer's bankers specifically for this work for an amount equivalent to the estimated cost, for indicating financial soundness of the tenderer.	
23	Valid document in support of having self-owned full-fledged service setup/ back office/ administrative office in Kerala	
24	Undertaking of not having convicted in a Court of Law or suspended / blacklisted by any organization on any grounds	
25	Particulars of all Civil suits pending, if any	
26	List of deviations, if any, in commercial terms and conditions	
27	List of deviation, if any, in technical specifications	
28	Other relevant documents, if any, 1) ----- 2) -----	

Date:

Place:

Signature of Tenderer with seal



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
THIRUVANANTHAPURAM**

**E-TENDER FOR HORTICULTURE & GARDENING SERVICES IN THE MAIN
OFFICE PREMISES AND RESIDENTIAL COLONIES OF RESERVE BANK OF
INDIA, THIRUVANANTHAPURAM**

**Part-II
PRICE BID**

Due Date of Submission:	February 27, 2026 (up to 14:00 hrs)
Validity of Tender:	90 days from the date of opening of Part-I of the tender and further extension of validity under mutual agreement
Pre-Bid Meeting (offline):	15:00 hrs of February 13, 2026

PART - II

PRICE BID (FORMAT I)

UN-PRICED BILL OF QUANTITY

RESERVE BANK OF INDIA ESTATE DEPARTMENT THIRUVANANTHAPURAM

Total Charges for Horticulture and Gardening Works for the Bank's various properties located at Thiruvananthapuram – (a) Main Office Premises, Bakery Junction, (b) Reserve Bank Officers' Quarters, Kowdiar and Reserve Bank Staff Quarters at (c) Thamalam, (d) Plamoodu and (e) Nanthencode

Sl No.	Item	Quantity	Unit of Measure	Multiplication factor
Charges for Main Office Premises at Bakery Junction, Thiruvananthapuram				
1	Fixed Component The bidder should not quote rates for this component. Gross Wages of total employees for 12 months: The amount is inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor (Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), EDLI and Administrative Charges, and Bonus. [The bidder has to provide declaration for contributing to EPF, ESI and bonus to their employees; if not the respective amount will be reduced from the fixed component].			
	Category of Staff	No. of duties per annum (Table 1)	Total wages per annum (Exclusive of GST)	Total amount per annum (Inclusive of GST) Rounded off
	1 Helper (Unskilled)	835	₹9,86,989/-	₹11,64,647/-
	2 Supervisor (Semi Skilled)	313		
2.	Variable Component: The bidder may quote his desired amount exclusive of GST in MSTC website Service charges for providing the required number of employees as mentioned in Part I, which includes Contractor's Overhead Charges (cost of salary over and above the		Please quote rate for the year exclusive of GST in MSTC	

	minimum wages/ bonus) & Profit, items like procurement of cleaning material, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and identity cards to the workmen or any other expenses applicable for 12 months. <u>[Minimum service charge quote should not be less than 3.00% of the Fixed Component. Any quotes below the threshold will be considered invalid.]</u>	website. (System will automatically calculate GST at 18%)
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Charges for Bank's Residential Colonies at Kowdiar, Thamalam, Plamoodu and Nanthancode

3	<p>Fixed Component</p> <p>The bidder should not quote rates for this component. Gross Wages of total employees for 12 months: The amount is inclusive of Basic Wages (Minimum) (plus Variable Dearness Allowance) House Keeping Staff (Unskilled) and Supervisor (Semi-Skilled) according to Minimum Wages Act of Government of India, applicable Employees State Insurance (ESI), Employees Provident Fund (EPF), EDLI and Administrative Charges and Bonus. [The bidder has to provide declaration for contributing to EPF, ESI and bonus to their employees; if not the respective amount will be reduced from the fixed component].</p> <table border="1"> <thead> <tr> <th>Category of Staff</th><th>No. of duties per annum (Table 2)</th><th>Total wages per annum (Exclusive of GST)</th><th>Total amount per annum (Inclusive of GST) Rounded off</th></tr> </thead> <tbody> <tr> <td>1 Helper (Unskilled)</td><td>3181</td><td rowspan="3">₹26,49,671/-</td><td rowspan="3">₹31,26,612/-</td></tr> <tr> <td>2 Supervisor (Semi Skilled)</td><td>--</td></tr> </tbody> </table>				Category of Staff	No. of duties per annum (Table 2)	Total wages per annum (Exclusive of GST)	Total amount per annum (Inclusive of GST) Rounded off	1 Helper (Unskilled)	3181	₹26,49,671/-	₹31,26,612/-	2 Supervisor (Semi Skilled)	--
Category of Staff	No. of duties per annum (Table 2)	Total wages per annum (Exclusive of GST)	Total amount per annum (Inclusive of GST) Rounded off											
1 Helper (Unskilled)	3181	₹26,49,671/-	₹31,26,612/-											
2 Supervisor (Semi Skilled)	--													
4	<p>Variable Component: The bidder may quote his desired amount exclusive of GST in MSTC website Service charges for providing the required number of employees as mentioned in Part I, which includes Contractor's Overhead Charges (cost of salary over and above the minimum wages/ bonus) & Profit, items like procurement of cleaning material, Insurance charges (Workmen Compensation Policy, Third Party Liability Policy), charges for providing uniform and identity cards to the workmen or any other expenses applicable for 12 months. <u>[Minimum service charge quote should not be less than 3.00% of the Fixed Component. Any quotes below the threshold will be considered invalid.]</u></p>													

DETAILED ESTIMATE FOR HORTICULTURE AND GARDEING WORKS IN THE MAIN OFFICE PREMISES AND RESIDENTIAL COLONIES OF THE BANK 2026-27

Table 1: Main Office Building

SL No.	Description		Percentage	Annual Quantity	Unit	Rate	Total
	Annual charges for providing Horticulture and Gardening Services at RBI Main Office Building						
1	a	Minimum Basic Wages (BW) plus Variable Dearness Allowance (VDA)- Supervisor		313	No. of duties	760.00	237880.00
	b	Employees State Insurance (ESI) @ 3.25% of Basic Wages plus VDA	3.25%	313	No. of duties	24.70	7731.10
	c	Employees Provident Fund (EPF) @ 13% of Rs.15,000/-	13% of Rs.15,000/-	12	No. of duties	1950.00	23400.00
	d	Bonus @ 8.33% of Basic Wages plus VDA	8.33%	313	No. of duties	63.31	19816.03
	e	Minimum Basic Wages (BW) plus Variable Dearness Allowance (VDA)- Workers		835	No. of duties	674.00	562790.00
	f	Employees State Insurance (ESI) @ 3.25% of Basic Wages plus VDA	3.25%	835	No. of duties	21.91	18294.85
	g	Employees Provident Fund (EPF) @ 13% of Basic Wages plus VDA	13% of Rs.15,000/-	36	No. of duties	1950.00	70200.00
	h	Bonus @ 8.33% of Basic Wages plus VDA	8.33%	835	No. of duties	56.14	46876.90
	Sub Total of '1' (rounded off) (exclusive of GST)						986989.00

Table 2: Residential Colonies

SL No.	Description		Percentage	Annual Quantity	Unit	Rate	Total
	Annual charges for providing Horticulture and Gardening Services at RBI Residential Colonies (4 Nos.)						
1	a	Minimum Basic Wages (BW) plus Variable Dearness Allowance (VDA)- Supervisor			No. of duties	760.00	0.00
	b	Employees State Insurance (ESI) @ 3.25% of Basic Wages plus VDA	3.25%		No. of duties	24.70	0.00
	c	Employees Provident Fund (EPF) @ 13% of Basic Wages plus VDA	13% of Rs.15,000/-		No. of duties	1950.00	0.00
	d	Bonus @ 8.33% of Basic Wages plus VDA	8.33%		No. of duties	63.31	0.00
	e	Minimum Basic Wages (BW) plus Variable Dearness Allowance (VDA)- Workers		3181	No. of duties	674.00	2143994.00
	f	Employees State Insurance (ESI) @ 3.25% of Basic Wages plus VDA	3.25%	3181	No. of duties	21.91	69695.71
	g	Employees Provident Fund (EPF) @ 13% of Basic Wages plus VDA	13% of Rs.15,000/-	132	No. of duties	1950.00	257400.00
	h	Bonus @ 8.33% of Basic Wages plus VDA	8.33%	3181	No. of duties	56.14	178581.34
	Sub Total of '2' (rounded off)						2649671

NOTE:

1. All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time.
2. The particular work is considered as 'a Composite Supply of Works Contract as defined in clause 119 of section 2 of CGST Act'.
3. The tenderer may levy GST @ 18% or as stipulated by GST Council in the invoice submitted to the Bank.