

**STATE BANK OF INDIA
OFFICE ADMIN DEPARTMENT
'D' BLOCK, 4TH FLOOR
LOCAL HEAD OFFICE
11, SANSAD MARG, NEW DELHI - 110001**

DATE: 01 Oct 2021

Notice Inviting Tender

**INVITATION FOR E-TENDERS HIRING OF SERVICES FOR MAINTENANCE OF GARDEN /
LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR
FLOWERING/ OUTDOOR PLANTS STATRTING FROM 01 NOVEMBER 2021 FOR ENTIRE
LHO COMPLEX, NEW DELHI DESCRIBED IN SCHEDULE-1 OF TECHNICAL BID**

The specification of the work for which the Tenders are invited is as per Technical Bid under Schedule - 1.

1. Sealed Tender Documents duly completed in all respects shall be submitted to **Assistant General Manager (Admin), State Bank of India Office, at reception counter in Tender box, Local Head Office, 11, Sansad Marg, New Delhi – 110 001.**
 - (i) The Tender Documents are not transferable.
 - (ii) Incomplete Tender and not confirming to the requirements of the invitation for tender are liable to be rejected. Tenders submitted by a firm/company etc. shall be signed by the Authorised Person. Tender by a company shall be executed by person/s duly authorised under the resolution of the Board of Directors of the Company.
 - (iii) Pre Bid meeting will be held on 08 Oct 2021 at 3.00 PM at State Bank of India, OAD Deptt, Local head office, New Delhi.

2. **Eligibility Criteria:**

Tenderers who fulfill the following requirements shall be eligible to apply.

- I) The tenderers should have satisfactorily carried out **MAINTENANCE OF GARDENS/ PLANTS SERVICES** in Banks, Public Sector Undertakings (PSUs), Multi National Companies (MNCs) etc. during last 3 (three) financial years with the experience / average turnover of Rs.20 (Twenty) Lacs p.a.
 - ii) The tenderers shall have their unit/administrative Office based in Delhi/NCR.
 - ii) Average annual turnover of the tenderer during last 3 (three) years ending March 31, 2021 shall be at least Rs. 20 (Twenty) Lakhs p.a.
 - ii) The tenderer should have obtained **Valid Registration/License**, as applicable from the competent authorities applicable on these services under Labour Laws / applicable act (should hold valid Registration/License for last 3 years). **Copy of the valid Registration/License to be submitted along with the Tender.**

Other Miscellaneous Instruction:

For E-Tender related queries: Service provider: M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034

Help Desk: Mr. Pushpraj
Mobile No.: +91 7503347659
e-Mail: pushpraj@antaressystems.com

2. Mr. Kushal Bose
Mobile No.: +91 7686913157
e-Mail: kushal.b@antaressystems.com

Signatures of Bidder with Date & Stamp

3. Credentials:

The tenderer should also furnish the following information in Cover-1 mentioning **Tender Document No. SBI/Admin** (Pre qualified Bid) :

- i) Information desired regarding eligibility criteria as per Schedule I.
 - ii) NEFT details of the Banker of the company/contractor/firm etc with complete profile.
 - iii) Name & address of the clients for whom the jobs were executed as per format given in Annexure-II.
 - iv) Certificates from the clients for satisfactory performance.
4. The offers are to be submitted along with requisite EMD and the price proposal mentioned on the sealed envelope as “**TENDER FOR HIRING OF SERVICES FOR MAINTENANCE OF GARDEN /LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI , 11 SANSAD MARG, NEW DELHI – 110 001.**”
 5. Earnest Money Deposited will be refunded to all except the successful bidder, however, no interest shall be paid by the Bank on the EMD deposited by the tenderer. In case of withdrawal by successful bidder at any stage, his EMD amount shall be forfeited.
 6. The tender shall be submitted in two bid system.

Cover-1 shall contain the Technical Bid, Letter inviting tender, Instructions for tendering, Tender conditions, The scope of work, Special conditions of Contract, Appendix, Annexure-I, Annexure-II, along with Earnest Money Deposit of Rs.30,000/- (Rupees Thirty Thousand only) in the form of **Pay Order/Demand Draft** from any scheduled commercial Bank in favour of State Bank of India payable at New Delhi. Each page of tender shall be signed by an authorised person of the firm and duly stamped.

Cover-2 shall contain only Financial Bid. The Price Bid i.e. amount quoted for the **HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI, vide Tender Document SBI/Admin** duly signed & stamped by an authorised person of the firm/company.

Both the covers i.e. Cover-1 & Cover-2 shall be put in a third sealed cover. All these three covers shall be superscribed with the name of work as **Tender Document SBI/Admin “TENDER FOR HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI”** and shall be dropped in the Tender Box kept at the Reception Counter, State Bank of India, Local Head Office, D Block, 11, Sansad Marg, New Delhi-110001 on or before 15:00 hrs. (3.00 PM) on **22 Oct 2021**.

Note : **The composite bid i.e. Offers with rates indicated in the Technical Bid are liable to be ignored & rejected summarily.** Only the first cover i.e. Technical Bid shall be opened on the 22 Oct 2021 date of tender opening whose bid is complete in all respects and fulfils the terms & conditions, in the presence of bidders or the bidder's duly authorised representative on **22/10/2021 at 3.30 PM**

at Administration Department, 4th floor, LHO, New Delhi. The authorised representative should bring necessary authority letter under an official letter head of the bidder conferring full and comprehensive authority to deal with all matters relating to the tender.

Cover -2 Price bid of only those tenderers who have satisfied the eligibility criteria as specified for Technical Bid shall be considered and their price bids will only be opened in the presence of bidders or the bidder's authorised representative on 22/10/2021 at 03.30 PM at Administration Department, 4th floor, LHO, New Delhi.

6. The Tenderer should also submit the **Earnest Money Deposit of Rs. 30,000/- (Rs. Thirty Thousand only)** in the form of **Banker Cheque/Pay Order/ Demand draft from any scheduled Bank in favour of Assistant General Manager (Admin), Office Administration Department, State Bank Of India, Payable at New Delhi**. The tenders without EMD will be rejected.
7. The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & abolition) Act, 1970. However, the contract shall not be renewed beyond 02 (Two) years.
8. The Courts in Delhi / New Delhi alone shall have the jurisdiction in respect of any or all matters relating or connected with the tender.
9. All questions relating to performance of the obligations under this Contract/Agreement and to the quality of materials supplied/ used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to The Assistant General Manager (Admin), Office Administration Department, State Bank Of India, 11 Sansad Marg, New Delhi – 110 001, whose decision shall be final, conclusive and binding.
10. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
11. Final award of the contract for **HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI**, will be subject to the approval of the competent authority in the Bank.
12. The specification, duration of the work and the Terms & Conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed and the person submitting the Tender shall have read the same and is always deemed to have read and understood the same before submitting his tender. The contractor shall not transfer or assign the contract or any part of the contractor to any 3rd party.

**ASSISTANT GENERAL MANAGER
ADMINISTRATION DEPTT.
SBI, LHO, NEW DELHI**



SBI/ADMIN

**Administration Department
Local Head Office, New Delhi**

M/s -----
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HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/OUTDOOR PLANTS AT DEPARTMENTS UNDER ADMINISTRATIVE CONTROL OF SBI, LOCAL HEAD OFFICE, 11, SANSAD MARG, NEW DELHI – 110 001

For detailed information, please contact Manager OAD (011 23407406) during 10 AM to 5 PM.

ADDRESS AT WHICH THE SEALED TENDERS ARE TO BE SUBMITTED

Reception Counter Ground floor, SBI, LHO BUILDING, 11, PARLIAMENT STREET, NEW DELHI-110001 AND ONLINE AT www.tenderwizard.com/SBIETENDER AND. FOR ANY ASSISTANCE YOU MAY CONTACT

M/S ANTERAS SYSTEMS LTD.

1. Mr. Pushpraj
Mobile No.: +91 7503347659
e-Mail: pushpraj@antaressystems.com

2. Mr. Kushal Bose
Mobile No.: +91 7686913157
e-Mail: kushal.b@antaressystems.com

Signatures of Bidder with Date & Stamp

TENDER DOCUMENT

**HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON
FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF
INDOOR FLOWERING/OUTDOOR PLANTS**

**DEPARTMENTS UNDER ADMINISTRATIVE CONTROL OF SBI,
LOCAL HEAD OFFICE, 11, SANSAD MARG, NEW DELHI – 110 001**

NAME OF THE TENDERER: -----

ADDRESS: -----

PIN -----

Contact No. Landline -----

Mobile -----

Fax -----

E-mail : -----

Last date of submission of the tender: 22 October 2021 at 1500 Hrs

Signatures of Bidder with Date & Stamp

TECHNICAL BID

VOLUME-I

**HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN
ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING
OF INDOOR FLOWERING/OUTDOOR PLANTS**

**DEPARTMENTS UNDER ADMINISTRATIVE
CONTROL OF SBI, LOCAL HEAD OFFICE,
11, SANSAD MARG, NEW DELHI – 110 001**

Signatures of Bidder with Date & Stamp

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FINANCIAL BID

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Signatures of Bidder with Date & Stamp

TECHNICAL BID

SCHEDULE-I

TERMS & CONDITIONS

HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI

1. **THE SITE OF WORK** : Garden/Lawn on frontside/Outside/Inside Bank's Complex situated at 11, Sansad Marg, New Delhi.
2. **CONTRACT PERIOD** : The contract shall be for a period of One year w.e.f. 01 Nov 2021 subject to renewal for further period of one year on the same terms and conditions. The renewal will be subject to satisfactory performance The date of award of work. The Bank shall have full discretion to terminate the contract at any time subject to notice of one month. Besides, if the job entrusted under the contract is declared illegal or prohibited at a later date by operation of law, in that situation the contract come to an end forthwith. Under no circumstances, any compensation shall be payable by the Bank to the Contractor, and the contract laborers employed by the Contractor shall have no right to get employed or absorbed in the Bank.

During the currency of the Contract, any statute, rules / Govt. Notification if any prohibits employment of Contract Labor for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation whatsoever shall be payable to the Contractor or his wokman / employees under any circumstances.

3. **THE AREA OF SERVICES:** MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR PLANTS /FLOWERING OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI situated at 11, Sansad Marg, New Delhi.
4. **NATURE OF SERVICES:**
 - (a) The contractor shall arrange for performance upkeep including **HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR PLANTS /FLOWERING OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI** situated at 11, Sansad Marg, New Delhi.
 - (b) The Contractor shall arrange for fresh flower plants, upkeep and cleaning of garden / interval as is specified in the Annexure-I terms & conditions.
 - c) The Contractor shall ensure weekly / fortnightly change of quality plants / flower plants indoor/outdoor.
 - i) The Contract shall ensure that the cleaning of leaves and pots, watering the plants on required intervals is done and waste leaves etc. are picked before 9.00 A.M. Positively leaving no chance for complaint.
 - ii) Contractor shall provide proper uniform / identity cards to his employees and ensure that employees are well dressed and identity card are displayed on their uniform.

Signature of Bidder with Date & Stamp

- (d) The Contractor shall ensure excellent standard of the plants and its maintenance by sufficient number of skilled/unskilled contract laborers. The hours of work of each contract contract Labor / staff shall be fixed by that contractor as per applicable law.
 - (e) The contractor will be responsible to attend to the complaints / requirements within the purview of the contractor immediately.
 - (f) The contractor shall arrange and provide required equipment to their labor while doing these tasks.
 - (g) The contractor shall also arrange polishing of pots, shining of brass plates of the pots.
 - (h) The contractor shall also arrange for pest control of Flies, Cockroaches, Mosquitoes, etc. including spraying with Finit/Baygon spray on the plants as and when required, cost thereof shall be borne by the contractor.
 - (i) The selected Tenderer / Contractor will have to provide seasonal flowers and plants also as and when required.
 - (j) The Tenderer / Contractor will have to do the aforesaid work services at the total consideration as quoted in price proposal (Schedule- II) per year payable in equal monthly installments on completion of work every month and on production of monthly bills along with certificates.
5. The Contractor shall engage trained contract Labour with proven integrity for maintenance and specialised gardening works. The contractor shall ensure that its employees/ laborers observe cleanliness and wear neat and clean proper uniforms with plastic name badges for identification of them and they are courteous, polite and prompt while rendering efficient service in their respective areas. The house keeping staff should wear disposable gloves while doing these tasks. These gloves should be changed on a daily basis. The contractor should have full control over its employees/laborers engaged by it. The contractor shall give necessary guidance and instructions to its employees/ laborers to carry out the jobs assigned to them by the contractor. The contractor shall also be responsible for payment of their wages and/or other dues to its contract Labor including compliance of hours of work and conditions of employment in consonance of its applicable laws and rules. All liabilities arising out of violation of local laws / Central laws shall be the contractor's responsibility. The Contractor on advise of the Assistant General Manager (Admin) or his/their representatives will immediately remove from the work of any of his employees/laborers who may be in the opinion of the Bank be found to be undesirable in the interest of the Bank itself and such personnel shall not be again engaged or allowed to work in campus/premises.
6. The contractor shall be responsible to register himself and obtain valid licence required if any, under the contract Labor (Regulation and Abolition) Act 1970 and rules there under and the contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the Contractor shall indemnify the Bank against the penalties/claims or for any default on their part.

Signature of Bidder with Date & Stamp

7. It will be Contractor's responsibility to ensure that each obligation under this contract is duly performed and observed. The Contractor shall also designate one supervisor as required for proper supervision of the services to be rendered by the contractor and/or through its employees/laborers.
8. The Contractor shall carry out improvements as may be needed for ensuring satisfactory services and shall take due notice of complaints about deficiency of in services brought to his notice by the Assistant General Manager (Admin) or any other officer nominated by them in this regard. The Contractors shall submit the daily attendance and Complaint Register with action taken to the Assistant General Manager (Admin) everyday for further putting up to the Competent Authority. No complaints should remain pending for more than 24 hours, however these need to be attended immediately.
9. The Contractor shall be responsible for any loss due to theft/pilferage/damage to the Bank's property under the contractor's area of service entrusted in his charge or any property belonging to the Bank's Staff/Guest/Customers when such a loss/damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his supervisor or any of contractor's laborers and the contractor shall be liable to pay the Bank such amount in respect of such damages/losses as may be assessed by the Assistant General Manager (Admin) or any other officer authorised in this regard. Further, the contractor shall personally be responsible for good conduct and satisfactory antecedent of his employees/laborers.
10. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of Contractor while executing the work under the agreement. The contractor shall be solely responsible to his employees/laborers for any injury etc. under Workmen Compensation Act or any other law in force applicable at the material time.
11. The Contractor shall not permit any of his employees to use any area of the premises/building for residential purposes.
12. All material and equipment required for day to day disposal of work will be provided by the contractor in sufficient quantity and these shall be of best quality as approved by the Bank. All expenses for the materials used shall be borne by the Contractor. Non availability of tools and plants/machinery any other reasons shall not be acceptable under any circumstances and will attract penalty, as applicable.
13. The contractor will have to provide all the manures, fertilizers, insecticides, pesticides, flowers & seeding etc. No additional payment will be given for above items.
14. i) The Contractor shall be liable to comply with all applicable laws, rules and regulations in respect of all the Labor Laws and statutory requirements, including fire safety regulations and other regulations which are inn vogue or will become applicable in future.

ii) The contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by Wages, Salaries or other compensation paid or payable to persons engaged by the contractor.

iii) The Contractor shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central rule 1971, Provident Fund Act including the payment of P.F. Contribution, Payment of Bonus Act, Minimum Wages Act, Workmen Compensation Act, ESI Act, Contract Labour (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government Agency or Authority including TDS as per I.T. Act applicable from time to time.

Signature of Bidder with Date & Stamp

iv) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any statutory provision/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P. F. Contributions, if required, with authorities concerned.

v) The Contractor shall bind himself/executor or administrator or successors and shall indemnify and hold harmless the Bank in respect of this contract, including all claims, damages, proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Laws/Acts/Rules or Regulations having the force of law or any or any award or decision by any competent Tribunal, Court or Authority in respect of the workmen or any one employed/engaged by the contractor in connection with this contract.

vi) The cost of such stamp paper, demy paper etc. shall be borne by the Contractor.

vii) The Contractor shall be responsible for all the claims for its employees/laborers of the Contractor shall not make any claims whatsoever against the Bank. The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank.

viii) The Contractor shall provide weekly off/holiday to his workmen as per Labor laws but it will be the Contractor's responsibility to ensure uninterrupted services to the Bank on all days.

ix) The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases.

15. The Contract shall be terminated by efflux of time limit under this or earlier by one month notice by the Bank and 3 months notice from the Contractor.

16. In case the Contractor fails to fulfil his obligations for any day or any number of days, to the satisfaction of the Bank, for any reasons whatsoever, he shall pay by way of liquidated damages upto a sum of Rs. 5000/- per day for the entire number of such days and the Bank shall without prejudice to their other rights and remedies, shall be entitled to deduct, such damages from the money, if any, payable to the contractor besides its right to recover otherwise.

17. All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the Assistant General Manager (Admin), State Bank of India, Local Head Office, New Delhi, whose decision shall be final, conclusive and binding on the parties to this agreement.

18. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-IX) within **seven days from the date he has been advised to do so, failing which his tender will be rejected** and EMD will be forfeited. The Contract shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions will also form a part of the Agreement.

Signatures of Bidder with Date & Stamp

SETTLEMENT OF DISPUTES AND ARBITRATION:

All questions relating to the performance of the obligations under this contract and all the disputes and differences, which may arise either during or after the contract period or other matter arising out of or relating to this contract or payment to be made in pursuance thereof, shall be referred to the Assistant General Manager (Admin), State Bank of India, Local Head Office, New Delhi, whose decision shall be final, conclusive and binding on the parties to this agreement. In case the dispute persists then the matter may be referred to the sole arbitrator (appointed by both the parties) in terms of Arbitration and Conciliation Act 1996.

INDEMNITY : The tenderer shall indemnify the Bank against all actions, suits, claims & demands brought or made against the Bank in respect of anything done or committed to be done by the Tenderer in execution of or in connection with the work of this contract & against any loss or damages to the Bank in consequences to any action or suit being brought against the tenderer for anything done or committed to be done in the execution of this contract.

SECURITY DEPOSIT

18. The Contractor shall have to deposit a Bankers Cheque / Demand Draft equivalent to one (1) month's quoted amount as security deposit which will be refunded on termination of the contract after adjusting the dues payable by the Contractor to the Bank. The security deposit amount as mentioned above shall be deposited before the execution of the agreement.

19. In the Price Bid the Contractor should quote the rate both in figures and in words without any ambiguity, corrections and eraser shall have to be attested by the Contractor. The Contractor's rate shall remain firm throughout the contract period.

JURISDICTION

The Courts in Delhi / New Delhi alone shall have the jurisdiction in respect of any or all matters relating or connected with the tender.

Signatures of Bidder with Date & Stamp

ANNEXURE-I

MAINTAINANCE OF GARDENING WORKS:

SWEEP CLEAN :

Sweeping and cleaning of garden, plants outside/inside in front of Bank premises.

ROTATION OF PLANTS & FLOWER POTS:

The plants and flower pots should be replaced by rotation on weekly/ fortnightly basis or as and when required and advised by the AGM (Admin).

WATERING THE PLANTS AND GARDEN :

Watering of plants and flower pots should be done as and when required.

| S. No. | Details of Work |
|---------------|---|
| A | Hiring of 300 Nos. of flowering Plants with Pots* |
| B | Hiring of 450 Nos. of Indoor Plants* |
| C | Maintenance of Lawn/Garden outside the Bank Premises |
| D | Maintaining the Garden on Front Side of Bank's Complex Inside the Fencing |

The details of work mentioned above in the table is tentative in nature which may increase/decrease as per the Bank's requirement.

Signature with seal of the Tenderer

ANNEXURE-II**PERIODICITY CHART OF HOUSE KEEPING SERVICES:**

| | | |
|---|--|--|
| a | Sweeping and cleaning of garden, plants outside/inside in front of Bank premises | Once in a day |
| b | Watering of plants and flower pots should be done as and when required. | As & when required |
| c | The plants and flower pots should be replaced by rotation | On weekly/ fortnightly basis or as and when required and advised by the AGM (Admin.) |
| d | In the event of any casualty or deterioration in the health or appearance | The same should be replaced immediately |

NOTE

- i. the contractor's staff should wear immaculate dress with company's logo and photo identity card.
- ii. The contractor to provide good quality consumables as and when required.
- iii. In case it is observed that the material required is used of inferior quality or insufficient quantity is used, the bank will reserve the right to purchase the same itself and deduct the cost thereof from the monthly bill payable to the contractor.
- iv. The contractor shall provide adequate number of labours and supervisor, considered necessary for the works.
- v. Materials, consumables, appliance, tools, brooms, brushes, dusters, buckets, drums, mops etc and other cleaning materials shall be arranged by the contractor.
- vi. The periodicity/frequencies for cleaning mentioned above are minimum required.
- vii. Sweeping, cleaning of all Gardens/Plants/Flower Pots as per specifications. All the above activities shall be completed before 9.00 AM on working days. An activity performance card/ report as per proforma approved by the Bank to be provided for inspection as and when required.

I/we agree with the terms and conditions as described above.

Signature with seal of the Tenderer

ANNEXURE-III

MAINTENANCE OF RECORD

The following work will be looked after by the Contractor:

- i. To maintain Complaint/ Suggestion Register, Demand Register etc.
- ii. To give proper Block wise/ Floor wise account of Plants/ flower Pots installed by the Bank.
- iii. To give proper Block wise/ Floor wise account of Plants/ flower Pots installed by the Contractor.

ANNEXURE-IV

PENALTY

1. The Bank is at liberty to impose suitable penalty and deduct the same either from the bills submitted by the contractor or at its discretion from the Security deposit for any damage caused to Bank's property by the contractor or for unsatisfactory work.
2. The contractor shall while maintaining or cleaning of gardening and hiring of plants and flower pots works at the aforesaid complex only for the aforesaid maintenance and cleaning purposes, use the aforesaid and not to any other purpose and any violation or breach of this condition shall make the contractor liable for all the losses and of damages suffered or may be suffered by the bank in addition to pecuniary liability for all the consequences, besides forfeiture of the security deposit.
3. The contractor specifically agree for the safe custody and storage of the various materials supplied to him by the bank and shall indemnify the bank for all the losses in the event of any theft, robbery, dacoity, fire or civic circumstances and will not allow any free access to any person who is not acceptable to the Bank.

Signature with seal of the Tenderer

Declaration regarding minimum wages to be paid by the contractor to contract labour.

(This is to enable the SBI to satisfy themselves of the intention of the contractor to adhere to Minimum Wages Act. etc.)

| | |
|--|------------------------|
| 1. Wage per day contract Labor | Rs.(in figures)..... |
| Proposed to be paid by the contractor | Rupees (in words)..... |
| Excluding employer contribution of | |
| EPF but including employee contribution of EPF etc.. | |

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in the State Bank of India, LHO Building, 11, Sansad Marg, New Delhi – 110001 forwork for the Month..... Year

| Office in which subscription remitted | Bill No. & Date | Emp.Prov.Fund (EPF) | (ESI) | Others |
|---------------------------------------|-----------------|---------------------|---------|--------|
| | | | | |
| | | | | |
| | | | | |

Signature with seal of the Contractor

Name in block letters:

Address:

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
.....Residing
at

..... hereby certify that none of our relatives(s) as defined in the Tender Document is/are employed in SBI as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(The near relatives are members of a Hindu undivided family/husband and wife/ the one related to the other in the manner as father, mother, son(s) and son's wife (daughter- in- laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law).

Place :

Date :

Signature with seal of the Contractor

Name in Capital Letters:

Address:

UNDERTAKING

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other Labour related statutory formalities like PF, ESI, Bonus etc.

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

AGREEMENT FOR HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, 11, SANSAD MARG, NEW DELHI - 110001

This Agreement made at New Delhi on thisday of -----2021 between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre Office at Madame Cama Road, Mumbai 400021 and one of its Local Head Office at New Delhi(hereinafter referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART.

AND

M/S(hereinafter referred to as “THE CONTRACTOR” which expression shall include wherever the context so permits its/his successors and assigns) of the OTEHR PART.

Whereas the Bank had invited offers for rendering **SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI, 11, Sansad Marg, New Delhi- 110001** more fully described in the **Schedule I**.

And Whereas the Contractor offered its Services for a consideration more dully described in **Schedule II** & selected as L1 in the tender process.

And Whereas pursuant to the acceptance of the offer, the parties hereto were entered into an agreement being these presents on the various terms and conditions having renewal clause in para 15 of the executed agreement dated Now the parties hereto are desirous for entering into an agreement by invoking para 15 of earlier agreement dated

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties thereto as follows:

1. The Contractor shall arrange for the services at the Premises / Establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule I more specifically described hereunder.
2. The charges for rendering the services payable by the Bank to the Contractor shall be **Rs.....(Rupeesonly)** per month plus GST. The details of which are as detailed in Schedule-II. This Agreement is for providing the services and is not for supply of Contract Labour and that the persons employed by him for providing the services more fully described in Schedule II shall be the employees of the Contractor and not of the Bank.

3. The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the Bank's premises for the purpose. The contractor shall take care of the said articles/ equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/ equipments shall be the sole responsibility of the Contractor. The cost of replacement/repair and servicing of all the articles/ equipments during the currency of these presents shall be borne exclusively by the contractor only.
4. All the materials used for services should be certified ISI mark, eco-friendly and or as per the brand names/others as may be specified by the Bank. Chemicals, Sprays, Detergents and other materials should be of high quality/brand satisfactory to the Bank and shall be procured from reputed dealers/shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.
5. The Contractor shall ensure regular presence of the persons rendering services and also make alternative relief arrangements as & when required.
6. The Contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working of the Electrician, Plumber, Carpenter and other housekeeping personnel engaged by the Contractor.
7. The Contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at future date. He will, at the request of the authorized officer of the Bank/Establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or its customers or third parties.
8. The Contractor shall strictly comply with all labor and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so engaged by the Contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time-being in force.

9. The Contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, given directions and manage the personnel engaged for the purposes.
10. The Contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Technical, Supervisors, Skilled/Unskilled and others etc.
11. The Contractor shall discharge all obligations under the Contract most diligently, efficiently and honestly.
12. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement.
13. The Contractor shall bear all charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any Local body or authority for and in connection with the rendering services.
14. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of services rendered as may be decided by the Bank and for which notice will be given to the Contractor either in person or by a written communication. The Contractor shall comply with such observations/feed back emerged and furnished by the Bank for improvement in services. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate the Contract by serving a notice to the Contractor without incurring liability therefore.
15. The agreement shall come into force and be effective from to for a period of one year, subject to the review of satisfactory performance as mentioned herein above. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the Bank in the event of unsatisfactory performance or on breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents. The Contractor may, after giving three month's notice to the Bank terminate the contract, if he so desires at any time during the course of the currency of the agreement.
16. The contractor shall deposit a sum equivalent to one month's quoted amount as **security deposit** with the bank for due fulfillment and performance of the contract. The security deposit shall be held with the Bank without interest in the form of Bankers cheque with the State Bank of India in the joint names of

the Bank and the Contractor and the deposit receipt will be kept in the custody of the Bank. The Security Deposit will be returned to the Contractor after three months from the date of expiry of the contract provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipment provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

17. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensation of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation arising out of any claims, suit or prosecution for contravention thereof. The Contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensation etc., if any, as aforesaid.
18. The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.
19. The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
20. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments (with an evidence having paid) e.g. credit to the Bank accounts of Laborers , taxes, levies etc. as required to be paid/payable by him under any law for the time being in force.
21. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

22. In case the contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs. 5,000/- per day for the entire number of such days and the bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the contractor.
24. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to Asstt. General Manager (Admin.) in the Bank, whose decision shall be final, conclusive and binding on the contractor.
25. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
26. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1950 and rules there under. the contractor shall comply with all rules and regulations in force under the said Act and rules. the contractor shall also comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
27. The Contractor shall in terms of the provisions of Sections 16,17 and 18 of the Contract Labour (Regulation & Abolition) Act 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations.
28. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act,1970 and Rule 72 and 73 of the Rules framed thereunder, in case the same are applicable to the Contractor, the Contractor shall disburse

the minimum wages payable to its personnel by affording payment through account payee cheques or ensuring credit to their Bank accounts only in the presence of the Authorised Representative of the bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may attend with under these presents.

29. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipments or any part thereof by the Bank to the Contractor and/or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
30. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.
31. The contractor shall be responsible for any loss due to theft/pilferage and /or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified through Police Verification System before such engagement.
32. If during the currency of the Contract, any Statute, Rules/Govt. Notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation of any kind shall be payable to the Contractor or his workman/employees.
33. Any indulgence, forbearance or waiver, granted or shown or made on the part of the bank will not prejudice its rights under the contract.
34. The Courts in Delhi/New Delhi City alone shall have jurisdiction in respect of any matter touching these presents.
35. The tender document forms an integral part of the agreement. The provisions & term / conditions mentioned in tender document under this agreement need to be interpreted harmoniously to avoid any conflict.
36. The contractor who committed / commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.
37. The contractor shall indemnify and keep indemnified the Bank against all losses and claims,damages or compensation for breach of any provisions of

and Abolition) Act, 1970 and any other law/statute in force in this regard.

38. TERMINATION :

(I) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.

(II) OTHER GROUNDS FOR TERMINATION : The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:-

(i) The vendor is adjudicated insolvent by the competent court or files for insolvency or if the hirer being a company is ordered to be wound up by a court of competent jurisdiction.

(ii) If any charge sheet is filed by a competent authority of the government against the agency/company, or the vendor is convicted by the criminal court on grounds of moral turpitude.

(iii) for any reason whatsoever, the contractor becomes disentitled in law to perform obligations under this agreement.

(iv) If there is a change in the name or constitution of the contractor arising out of merging with some other company or Collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such charges, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary.

(v) Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.

(vi) In the event of failure of the contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from

other sources and the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of

failure in providing the services or part thereof.

(vii) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.

(viii) In the event of the termination of the contract for any reason whatsoever, the contractor /or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the bank by way of compensation, damages or otherwise.

Signature with seal of the Tenderer

FINANCIAL BID
SCHEDULE-II

HIRING OF SERVICES FOR MAINTENANCE OF GARDEN / LAWN ON FRONTSIDE/OUTSIDE/INSIDE BANK'S COMPLEX AND HIRING OF INDOOR FLOWERING/ OUTDOOR PLANTS ON MONTHLY BASIS FOR ENTIRE LHO COMPLEX, NEW DELHI, 11, SANSAD MARG, NEW DELHI – 110 001

NAME OF THE TENDERER: -----

ADDRESS: -----

----- PIN -----

Last date of submission of the tender: On or before 15:00 hrs. (3.00PM) on 22/10/2021

| Sr. No. | DETAILS OF WORK | AMT. PER MONTH | PER ANNUM |
|---------|--|----------------|------------|
| A | Hiring of 300 No.s of flowering with pots* | Rs. | Rs. |
| B | Hiring of 450 No.s of Indoor plants* | Rs. | Rs. |
| C | Maintenance of lawn / garden outside the Bank Premises | Rs. | Rs. |
| D | Maintaining the garden on front side of Bank's Complex in inside the fencing | Rs. | Rs. |
| | TOTAL (A+B+C+D) | Rs. | Rs. |

- ***Quantity may vary and decrease or increase as per requirement of the Bank in other Blocks/Departments of the complex. Accordingly amount will also be changed proportionately quantity wise.**
- ****Amount quoted should be inclusive of Service Tax / any other applicable taxes, which are payable extra to the total amount of quotation.**

Note: The rate should be quoted both in figures and in words without any ambiguity. The rate should be inclusive of Service Tax or any other taxes etc. More details in terms & conditions.

Signatures of Bidder with Date & Stamp: