



STATE BANK OF INDIA.
ADMINISTRATIVE OFFICE-4 (NCR-HARYANA).
2nd FLOOR, SBI –CRM-Campus – II,Plot No. 79
Sector-18 Gurugram Haryana- 122015

e-TENDER DOCUMENT
FOR
HORTICULTURE & POTS MAINTENANCE SERVICES FOR
SBI – CRM – Campus - II Plot No.79, Sector -18 Gurugram

TENDER ID: SBICRM/AO4/HORTICULTURE/1

For any queries, please contact:
DGM (Administrative Office - 4)

STATE BANK OF INDIA

Add: 2nd Floor SBI, CRM –
Campus -II, Plot No.79,
Sector- 18, Gurugram,
Haryana-122015

Name of Bidder: _____

Address

PIN -----

Contact:

Landline: _____ **Mobile :** _____

NOTICE INVITING e-TENDERS

DATE: 03.04.2023

State Bank of India, Administrative Office- 4 (NCR Haryana) invites limited e-Tenders from the Bank's empanelled contractors in Horticulture Services category only available at website) for **SBI – CRM- Campus - II Plot no.79 Sector-18 Gurugram** ,Haryana, as per following schedule :

1	NAME OF WORK	Horticulture Including Pot Maintenance for SBI –CRM- Campus -II Plot no.79 Sector-18 Gurugram, Haryana
2	EARNEST MONEY DEPOSIT	Rs. 17,500.00 (Rs. Seventeen Thousand Five Hundred only) in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Gurugram/Gurgaon which shall be converted into interest free security deposit for successful contractor, whose tender is accepted.
3	SECURITY DEPOSIT	Balance interest free amount to make a total of 5% of tender amount (annual value) into Security Deposit in the form of FDR/Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Gurugram Haryana or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled bank.
4	COST OF TENDER DOCUMENTS	NIL
5	ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED	Technical Bid (along with EMD DD/ Banker's Cheque in separate sealed envelopes): STATE BANK OF INDIA, O/o DGM (AO-4), NCR-Haryana, Gurugram SBI – CRM - Campus -II Plot no.79 Sector-18 Gurugram, Haryana Price Bid: Online at e- tendering portal of our service provider, M/s Antares Systems Ltd.

		<p>For any assistance and accessing the tender document you may contact:</p> <p>M/s ANTARES SYSTEMS LIMITED</p> <p>Contact Person: Mr. Hemant Srivastav/ Mr. Vinod Singh Bora</p> <p>e-Mailid: hemant.ps@antaressystems.com/ vinod.b@ antaressystems.com</p> <p>Contact Number: 08208626379/ 7709933635/ 9718227288</p>
6	LAST DATE & TIME FOR SUBMISSION OF E-TENDERS	14.04.2023 upto 3.00 pm.
7	DATE AND TIME OF OPENING OF E-TENDERS	14.04.2023 at 3.30 pm.
8	VALIDITY FOR OFFER	3 (three) months from the date of opening of tender.
9	COMMENCEMENT OF WORK	Within 07 days from the date of issuance of work order.
10	PENALTY	As per relevant clause of tender document.
11	PERIOD OF HONORING PAYMENT CERTIFICATE	15 days after receipt of bill.
12	INSURANCE	As per relevant clause of tender document.
13	WORKING SCHEDULE	In co-ordination with all the other agencies without disturbing the functioning of the office.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

SBI reserves its rights to accept/reject any/all tender, without assigning any reason what so ever.

DGM (AO-4) NCR Haryana

SBI –CRM-Campus -II Plot no.79 Sector-18 Gurugram, Haryana

Dear Sir/s,

INVITATION FOR TENDERS FOR HORTICULTURE INCLUDING POTs
MAINTENANCE AT ITS SBI-CRM-CAMPUS-II, 79, SECTOR-18,
GURUGRAM

State Bank of India, Administrative Office- 4 (NCR Haryana) invites limited e- tender document in respect of the above mentioned work from reputed licensed organization /individuals having sound financial capacity, required experience / expertise, adequate qualified personnel for rendering the above services subject to your complying or agreeing to comply with the following various terms and conditions. The tender documents consisting the terms and conditions and the acceptance thereof and price bid should be submitted in **single stage in separate sealed two envelopes**-PART-'A' and PART-'B'. PART-'A' containing the Pre-qualification/Technical Bid and EMD and PART-'B' containing the Price Bid (**ANNEXURE-A**). The tender documents contain 30 pages serially numbered. Each page of the documents should be signed and stamped with the rubber seal of the establishment. **The basic pre-qualification/technical qualification criteria** to be filled by the applicant are appended:-

1. The applicant for tender must be a Registered/Licensed Organization Public Ltd. /Private Ltd. /Partnership firm/Sole proprietor/Individual.
2. The applicant should have minimum 5 years experience and technical expertise in the field of Horticulture / Garden maintenance services, preferably at large institutional/training institutions.
3. a) The applicant must produce relevant documentary evidence along with the PQT application form.
b) Non disclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification of the pre-qualification application.
4. The applicant shall not have any right to participate in the Price bidding merely on satisfying the above eligibility criteria or on being found suitable to apply for tender documents.
5. The applicant must not have been prosecuted or suffered any penalty for violation of any labor laws by any Labor Authority/Competent Court.

6. The applicant should not have rescinded / abandoned any Horticulture maintenance contract awarded by any of his client before the expiry of prescribed period of contract.
7. The applicant **should not be a sub-contractor** to any other entity or person nor has at any time sub-let the contract awarded to the applicant to any other person.
8. The applicant must have complied with all labor laws and obtained before commencement of the work all licenses/approvals/permissions from all statutory authorities including Municipal/Labor/P.F./Income Tax/Sales Tax/Commercial Tax/ESI Deptts., to carry on the business of horticulture maintenance work.
9. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
10. The applicant is/has not formed/part of any cartel at any time for processing any contract including the present tender.
11. The SBI-CRM-CAMPUS 2 is not responsible in any manner for the postal delay/loss/non receipt of tender application/documents.
12. The SBI-CRM-CAMPUS 2 reserves the right to reject all or any of the tender documents without assigning any reason there for.
13. The Tenderer should submit a Banker's solvency certificate from Scheduled Commercial Bank obtained within last six months, for minimum of Rs.5.00 lacs (Rupees Five lacs).
- 14.. The SBI-CRM-CAMPUS 2 will not be responsible for any postal delay/loss/non-receipt thereof. No consideration will be given to a Tender received after the date and time specified above. Conditional tenders will not be accepted.
15. Sealed Tender documents duly completed in all respects, in **two parts 'A' and 'B'** should be submitted to in the office at AO-4 (NCR Haryana) **SBI -CRM-Campus -II Plot no.79 Sector-18 Gurugram., Haryana-122015 ON OR BEFORE 3.00 p.m. on 14.04.2023.**

Documents to be enclosed:

- a. Certificate of Incorporation, Articles & Memorandum of Association, and Partnership deed as applicable
- b. Certificate of Registration with Labour Department, Haryana Govt.,
- c. PAN number of the Tenderer.
- d. Certificate of Registration under GST Act,
- e. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- f. Certificate of Registration with Employees' State Insurance Corporation,
- g. Audited Financial Statements (P&L and Balance Sheet) for the last three Financial Years,
- h. Income Tax Assessment copies for the last three financial years.
- i. Experience certificate from minimum two units where similar work is going on /done
- j. List of equipments and tools etc. available on hand (own) for the work and proposed to be inducted.
- k. List of works on hand indicating description of work, contract value, date of award, number of personnel and equipments deployed, supportive documents from the organization to be enclosed.
- m. Earnest Money Deposit of **Rs.17,500/-** by way of Banker's Demand Draft or Banker's Cheque in favour of **'State Bank of India payable at Gurugram/Gurgaon.**
- n. The tenderer should submit Banker's solvency certificates from Scheduled Commercial Bank obtained within last six months for minimum of Rs. 5.00 lacs (Rs.Five lacs).
- o. Valid registration certificate/licence with Labor Department under Contract. Labor (Regulation & Abolition) Act, 1970.
- p. Resolution of Company authorizing to applying in the tender process. In case of entities others than company related authority letter is required.

Part -A

**SBI-CRM-Campus-II PLOT NO. 79, SECTOR-18, GURUGRAM,
HARYANA- 122015 Invites.**

**PRE-QUALIFICATION APPLICATION FORM FOR HORTICULTURE
INCLUDING POTs MAINTENANCE SERVICES AT SBI-CRM-CAMPUS-II, PLOT NO
79, SECTOR-18, GURUGRAM**

1. *Name of the Company/Individual/Firm/Organisation :
and Address (with telephone number) :
2. *Name of the Contact Person with Tel No. :
3. *Details of Registration with Labour Deptt./ :
(Central/State) :
4. *Name of the Proprietor/Partners/ :
Directors together with technical
Qualifications :
5. *Past Experience in the field :
(Please enclose testimonials on the above) :

Period of Contract		Name of the Firm/Person/Organizati on for whom contracts undertaken	Type of the Contract undertaken	Value of contract & other details	Remarks, if any
From	To				

(You can use additional sheets, if required)

6. *List of Organizations/Persons to whom :

Horticulture maintenance services are presently

Being rendered, along with certificate proofs :

Period of Contract		Name of the organization	Type of the Contract	Value of the Contract (in Lacs)	Name of the Contact Person with Mob No.
From	To				

(You can use additional sheets, if required)

7. *Annual turnover during the last three :

Years (Enclose copies of last three years

Audited financial statements) :

Year	2019-20	2020-21	2021-22
Turnover (Rs. In lacs)			

8. *Whether an Income Tax Assessee? :

If yes, Permanent Account Number

And enclose a copy of latest Assessment

order. :

9. *Contract Labour (R&A) Act License No :

10. *GST /ESI/EPF Regn. :

- Nos. if any (enclose photocopies) :
- Enclose copy of latest Assessment Order. :
11. *Enclose Experience certificate from :
Previous & present clients
14. *No. of persons employed : Permanent :
: Temporary :
15. *Name and Address of Bankers and type of:
Facility enjoyed from them :
16. Names of references and their addresses : a)
With telephone numbers :
b)

Date : Signature of the Tenderer with seal
Name & Address

Note : **Documentary evidences to be enclosed.*

**SBI-CRM-Campus-II PLOT NO. 79, SECTOR-18, GURUGRAM,
HARYANA- 122015 Invites.**

**INVITATION FOR TENDERS FOR HORTICULTURE (INCLUDING POTs(Approx. 300)
MAINTENANCE SERVICES**

At SBI-CRM-Campus-II, 79, Sector-18, Gurugram-

GENERAL TERMS & CONDITIONS

1. a) The Tender documents can be obtained from the Chief Manager (HR & Admin), SBI-CRM-CAMPUS 2, Gurugram, or visit our website "<https://sbi.co.in>" under **"Procurement News"**
 - b) The vendor should not have been blacklisted by any Govt./PSU/Banks/MNC's for corrupt or fraudulent practices or for non-performance.
 - c) If a bidder quotes "Nil" charges/ consideration, the bid shall be treated as unresponsive and will not be considered
 - d) We advise the aforesaid clause may also be added in the tender document.
Tender Documents are available from 3.04.2023 to 14.04.2023 on all working days between 11.00 a.m. and 5.00 p.m. from the procurement news. and the last date and time for submission of Tender documents is 3.00 p.m. on 14.04.2023
2. Tenderers have to submit duly filled in Pre-qualification/technical bid application form and sign on all the pages of the documents as a token of accepting our terms and conditions. The Tenderers who do not submit the Pre-qualification/technical bid form and accept the terms and conditions & who do not furnish the requisite documentary evidences will be summarily rejected. Any misleading information will result in application to be rescinded and will lead to disqualification of Tender.
3. A non-interest bearing EMD of **Rs. 17,500.00 (Rs. Seventeen Thousand Five Hundred only)** in the form of Demand Draft/Banker's Cheque drawn in favour of State Bank Of India, Gurugram/Gurgaon should be furnished along with the Tender documents. EMD will be refunded to all except the successful bidder. Tender Documents not accompanied by the EMD in the above manner will be rejected. EMD amount shall not carry any interest.

4. The contractor should inspect the premises and assess the scope of work before quoting the rates.

The intending bidders are free to contact at the Office of **Civil Engineer (AO 4, NCR Haryana), SBI, Gurugram, on any working day during the office hours up to 11.00 a.m. up to 14.04.2023** for any clarification or for issues and to get the answer to any questions that may be raised at that stage as to the Tender processes and such other issues as may be deemed proper, by the Tender Committee aforesaid. Based on our past experience, we have arrived at the number of manpower resources to undertake the work of horticulture for which the tenders have been invited. Our assessment of required manpower is given in the table hereunder. Hence this tender must not be construed as supply of manpower/material. The number of manpower sources has been fixed to provide an equal footing to all the bidders, so that they have equal weightage in this factor. Hence It is reiterated that this tender is inviting offers to provide horticulture services and not for supply of contract labour and/or material.

Sr No	Category	Nos.
1	Supervisor (Skilled)	1
2	Workers (Un-skilled)	7
	TOTAL	8

5. The Tender documents are not transferable and the cost of the tender document is also not refundable.

6. The Consortium Agreements/Joint Ventures and MOU's will not be considered for the above purpose.

7. Sub contracting shall not be permitted.

8. The successful bidder will have to commence the horticulture Maintenance work within **7 days** of intimation to them by the SBI.

9. The tender containing requisite pre-qualification application form along with required documents & duly signed general & specials terms and conditions (hereinafter called the Technical Bid) and EMD will be opened on **14.04.2023 at 3.30 p.m. at the office of SBI – CRM-Campus-II PLOT NO. 79, SECTOR-18, GURUGRAM, HARYANA- 122015**, (But due to pandemic situation , No Physical attendance will be allowed, So all information related to opening of the bid and evaluation will be uploaded though online mode only). The authorized representatives should bring necessary authority letters under an official letter head of the Tenderers conferring full and comprehensive authority to deal with all matters relating to the Tenders, only when they will be called for any clarification. The date of opening of **Price Bid** will be advised subsequently by online.
10. If the date of Tender Opening happens to be a holiday, the Tender will be opened on the next working day at the stipulated time.
11. The contract for horticulture maintenance services, at the discretion of the SBI-CRM-CAMPUS 2 will be for a period of 2 years subject to review at the expiry of **every six month** period. The contract can be renewed for another two years from the date of expiry on mutually agreed terms and conditions of both parties.
12. Wherever all or most of the Tenderers quote equal rates, the final selection will be made by draw of lots. In case any cartel formation is suspected, the SBI-CRM-CAMPUS 2 reserves the right to reject any or all the Tenders with the exclusion of the rest without assigning reasons thereof.
13. The Courts in Gurugram, Haryana alone shall have the jurisdiction in respect of any or all matters relating to or connected with the Tender.
14. (a) The tenderer must obtain for himself at his own responsibility and expenses, all the information/documents necessary including approvals, permissions, to enable him to make a proper tender and to enter into contract with the SBI-CRM-CAMPUS 2, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.

- (b) The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.
15. If any tenderer withdraws his tender after submission or makes any modifications to this tender which are not acceptable to the SBI-CRM-CAMPUS 2, the tender will be treated as having been rejected or abandoned or rescinded.
16. Final award of the contract for horticulture maintenance services will be subject to the approval of the Competent Authority.
17. The SBI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.

SCHEDULE

Tender Document will be available on banks website w.e.f. 3.4.2023 to 14.04.2023,	
Last date of issuance of Tender Documents	14.04.2023 up to 1:00 p.m.
Bidders to contact Civil Engineer (SBI-CRM-Campus-II Gurugram, Haryana.) for clarifications, if any, before 14.04.2023 at 3:00 p.m. Contact No:	
Corrigendum, if required, will be issued online on	www.etender.sbi
Closing Date for submission of Tender Documents	14.04.2023 at 3:00 p.m.
OPENING OF PQA/TECHNICAL BID	14.04.2023 at 03:30 p.m.
OPENING OF FINANCIAL BID	will be advised separately

Corrigendum, if any, shall be issued online only. Bidders are requested to visit Bank's website and www.etender.sbi regularly.

TENDER FOR HORTICULTURE INCLUDING POTs

MAINTENANCE FOR SBI-CRM-CAMPUS-II, 79, SECTOR-18

SPECIAL TERMS AND CONDITIONS

The Horticulture including Gamla & Hanging pots Maintenance Services Contract/Arrangement in the event of award of contract among other usual conditions will also be subject to the following special terms and conditions:-

1. SECURITY DEPOSIT:

The successful bidder/contractor shall deposit an additional amount of 5% of the as SECURITY DEPOSIT by means of DD drawn in favour of by any Nationalized Bank with the Bank for due fulfilment and performance of the Contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the Contractor on 'Either or Survivor' basis and the deposit receipt will be kept in the custody of the Bank. Periodical Interest accrued on the deposit may be claimed by the contractor, under intimation to 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/equipments 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.

2. CONTRACT AGREEMENT: The successful bidders/contractors shall execute on agreement with the bank. The contractor shall bear all the 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

3. LIQUIDATED DAMAGE:

a. In case of **failure** to maintain satisfactory services on any day, the Contractor shall

pay an amount of Rs.1000/- per day. The Bank shall without prejudice to their rights & remedies including termination of contract be entitled to deduct such damage from the security deposit & monthly bills, if any payable to the contractor.

- b. The contractor will ensure that his employees carry out activities at site in time without fail. In case they remain absent on any specific day an amount of Rs.250/- per day per employee will be payable by the Contractor. The Bank reserves the right to get such jobs executed through other agencies at risk and cost of the contractor.
- c. All the routine maintenance jobs are to be completed on the same day within the stipulated time failing which an amount of Rs.300/- per job per complaints shall be payable by the contractor.
- d. Care must be taken while carrying out the work so that no material and Bank's property is damaged. Any damage done to the same will have to be repaired/replaced by the Contractor failing which the same shall be got done at his risk and cost. The decision of the Bank shall be final and binding on the Contractor.
- e. THE WORK SHALL BE CARRIED OUT WITH DUE REGARDS TO THE COVENIENCE OF THE PARTICIPANTS / STAFF MEMBERS. THE ARRANGEMENTS AND THE PROGRAM OF WORK WITHIN CAMPUS, THE RULES AND REGULATIONS OF THE CONCERNED AUTHORITY SHALL BE STRICTLY OBSERVED. NO EXTRA COST SHALL BE ON THIS ACCOUNT.

4. MATERIALS, APPLIANCES AND EMPLOYEES:

- a. The contractor shall deploy only medically fit workers, free from all infectious diseases and time to time he should get them medically checked.
- b. The contractor shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim / binding on State Bank SBI-CRM-CAMPUS 2 / the Bank with respect to any compensation / monetary benefits etc., whatsoever. The contractor should get all his employees suitably insured and Police verification done.
- c. The Contractor shall make arrangements to identify each of his workmen at the security

point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. **The Contractor shall issue dress / identity card to their workmen & Supervisor and ensure that they observe cleanliness and wear neat and clean uniforms with plastic badges, identity cards with photographs.**

d. Immediately on awarding the contract, the contractor shall furnish a list of employees containing their names and addresses to the Bank. The contractor shall obtain prior permission of the Bank for including a new employee. All the details in respect of such employees inducted shall be submitted to the Bank for approval. The Contractor shall deploy the crew of workmen as and **when required for carrying out the activities purely on temporary basis.**

e. The Bank may use Contractor's workers for doing similar works in and outside the premises as and when required. No compensation or any other charges shall be paid on this account to the Contractor.

f. 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 a 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.

g. The drinking water / services water is received from Municipal supply and in house tube wells. Water is available through taps/drip system /sprinkler system connected to the main distribution system at various locations within the complex

i .SUPPLY OF ALL NECESSARY TOOLS, TACKLES AND EQUIPMENTS:-

All tools tackles and equipments to be arranged by the contractor and for carrying out the aforementioned work effectively. It shall be ensured that always the following minimum required tools/tackles and machinery are to be arranged at the premises: -

1)	Khurpi	-	10 nos
2)	Sickle	-	10 nos
3)	Secateur	-	03 nos
4)	Forester's Shear	-	02 nos
5)	Spray pumps	-	03 nos
6)	Grass cutter & Lawn mover	-	02 nos
7)	Tree pruner	-	02 nos
8)	Bill hoe double edge	-	02 nos
9)	Wheel Barrow	-	02nos

Over and above this, the other equipments which are required for Horticulture including Pots (expected 300) maintenance services must also be provided.

5. PERMITS, LAWS AND REGULATIONS:

- 5.1. The Contractor shall strictly comply with all Labour 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 enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor 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.
- 5.2. The contractor shall be responsible for the training, allotment of duties, hours of work and timings within time advised by the Bank to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.
- 5.3. The contractor should possess, for the entire duration of the contract, all licences and registrations as may be required under any law and shall be responsible to register

himself and obtain a valid licence under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

- 5.4. The Contractor shall in terms of the provisions of Section 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 the contract. 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 for inspection of Bank/Statutory bodies.
- 5.5. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorised 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 be attended with under these presents.
- 5.6. The contractor shall provide weekly off/holidays to his workmen as per labour laws but it will be his responsibility to ensure uninterrupted services on all days.
- 5.7 In the event of contractor being a firm, the horticulture contract must be executed by all the partners thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorising him to do so, such Power of Attorney shall be produced to the SBI-CRM-CAMPUS 2 for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.

- 5.8 In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor and he shall resolve the same satisfactorily at his cost and risk.
- 5.9 The contractor shall not permit the Administrative Block or Hostel Block or any portion thereof or any other area in SBI-CRM-CAMPUS 2 Campus to be used for residential purpose by him and / or any of his employees.

6. TAXES

- 6.1. The contractor shall alone bear all taxes, rates, 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 except **GST** as applicable.
- 6.2 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.

7.0 INSURANCE:

- 7.1 The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep all materials insured which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the horticulture services under these presents.
- 7.2 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.

8.0 DAMAGE TO PERSONS & PROPERTY:

8.1 The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations 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 which may arise out of any claim, 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 compensations etc. if any, as aforesaid.

8.2 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 before such engagement.

9. ASSIGNMENT AND SUBLETTING:

9.1 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.

10. PAYMENTS:

10.1 The Contractor will submit the bills, **(along with copy of salary register / documents/ challans evidencing online payment of PF, ESI and other payments made for/to individual workers)** for the services rendered, at the end of each month to the

authorized officer. **Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** 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, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force.

10.2 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.

10.3 The tender quoted amount or total contract value is fixed and no additional claim will be entertained during contract period. However, if the minimum wages are increased in future as per the notification of Govt. Of India, the Bank may consider revision of the charges payable to the contractor by the amount equivalent to increase in the rates of wages paid /to be paid by the contractor to the personnel engaged by him subject production of proof of payment.

11. **RATES:**

11.1 The rates quoted should be inclusive of all materials, labour, equipment, lifts, leads, loads, Sales Tax, Excise/Custom, Octroi. Duties etc., required in connection with the above service contract. Rates quoted are fixed for the contractual period. No escalation of rates is admissible during the contract period of two years except, as in accordance with clause 10.3 of this agreement.

11.2. THE RATES QUOTED SHALL BE DEEMED TO COVER WORKING UNDER ADVERSE CONDITIONS AT THE CONVENIENCE OF THE PATICIPANTS AND SUPERVISION BY THE CONTRACTOR.

12. **DESCRIPTION OF THE ESTABLISHMENT**

12.1 Maintenance of Lawns trees/plants etc. in the entire **SBI-CRM- Campus-II, at Plot No.79, Sector-18, Gurugram** spread over in 4 acres and also adjacent boundary wall outside the sbi in green belt.

12.2 Any other area(s) developed or not mentioned specifically.

13. PERFORMANCE / SPECIFICATION OF WORK

13.1 The contractor has to perform following activities.

1. Daily watering
2. Weed removing
3. Trimming & pruning
4. Soil mulching
5. Lawn mowing
6. Hedges cutting etc.
7. Shrubs cutting
8. Cleaning garden areas
9. Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required.
10. Applying pesticides like insecticide and fungicide alternate month or as and when required.
11. Maintenance of Vermi Compost pits.
12. Disposal of dry / fallen leaves etc.
13. Coloring of Gamla in fortnightly
14. Cleaning of Gamla & hanging pot

13.2 REPLACEMENT GUARANTY

Any plant or shrubs or Ground covers died due to any reasons, will be replaced with the items with same species immediately. (Size of plant may vary as per

availability).

13.3 OTHER MISCELLANEOUS WORKS: Maintenance services for the horticultural Gamla work as follows (as per direction of the Bank with labour, materials, tools, tackles & plants).

13.4 Lawns : Forking the ground, cutting the grass, top dressing, flooding with water, deweeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, chemical fertilizer including renovating barren patches, applying anti-termite chemicals, insecticides, etc. all complete.

13.5 Garden, Seasonal Flower Beds and Nursery: Forking the ground, rotation of soil, removing and disposal of weed, wild growth, top dressing, watering, cutting, pruning, removing old leaves and unwanted growth, seed sowing of approved quality and specy, growing seedling, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, grafting, manuring with Eiump manure, compost, chemical fertilizers, applying anti-termite chemicals, insecticides, supporting the growing plants with split bamboo supports, providing temporary sheds over the growing seedlings, all as per approved samples, dosage and quality complete.

13.6 Shrubs, Trees, Ground. Covers, Shade loving Foliges and Creepers:

Hoeing the ground, removing and disposal of weeds/wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. all complete.

13.7 GENERAL MAINTENANCE

13.7.1 - Pruning:- Clipping and trimming of hedges and edges, trimming of shrub plants, trees creepers, bougainvillea's, etc. at regular intervals, stacking & disposing off/ remove the trimmed branches and other related waste of the plants immediately anywhere in the SBI-CRM-CAMPUS 2 or outside, as directed by making own arrangements at the cost of the contractor.

13.7.2- Any areas, if added at later stage in future in any specified items of schedule of items & rate would be minted under the maintenance on the quoted rates.

13.7.3- The contractor is responsible for operation and maintenance of the Horticulture hydrants.

13.7.4- Material at site: - The contractor must ensure that all garden machinery, tools, hosepipe, sprinklers, etc. are removed from the site & kept in hidden places to avoid public view when not in use.

13.7.5 - Maintenance of Vermi-culture pits with allied works.

13.7.6 -Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved / unpaved lawns & disposing off the same on daily basis outside SBI-CRM-CAMPUS 2 or as directed by officer incharge. All cost pertaining to this will be borne by the contractor.

13.7.7 Fine dressing of the ground including providing of additional soil at contractor's cost.

13.7.8 Spreading of sludge, dump manure and good earth in required thickness and as directed by officer in charge.

13.7.9 Mixing earth and sludge or manure in proportions specified etc or as directed by officer in charge.

13.7.10 Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving including supplying good earth if needed and as directed by officer in charge.

13.7.11 Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed by officer in charge. Lawn area includes flower beds, as well.

- 13.8 Carrying out all work relating to vermiculture including providing of earth warms, cow dung, turning of the filling in the pits as and when required, etc. and as instructed by officer-in-charge.
- 13.9 **Pruning:-** Clipping and training of hedges and edges, trimming of shrub plants trees creepers and bougainvillea's etc, at regular intervals , stacking of plants as and when required / and as instructed by officer-In- charge.
- 13.10 **Plant Protection:** Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The contractor will supply pesticides, insecticides and fungicides and as directed by officer in charge.
- 13.11 **Moving:** Lawn moving at a regular interval of 7-10 days in a month or as per direction of Bank's officer.
- 13.12 **Fertilizer:** Manure and fertilizers specified shall be applied by the Contractor as required and under the direction of the officer in charge. Manure & fertilizer shall be provided by the contractor at this own cost.
- 13.13 **Irrigation:** Daily adequate watering of all garden features with hose pipe or sprinkler system in different areas should be done regularly and as directed by officer in charge. Contractor will make his own arrangement of hosepipe and sprinkler in adequate quantities.
- 13.14 **Potted Plants:** The existing potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors.
- 13.15 Preparation of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.
- 13.16 Cleaning of Rain harvesting water will be on fortnightly.
- 13.17 The contractor shall prepare quarterly chart in advance regarding supply and planting of seasonal plants in the SBI-CRM-CAMPUS 2 campus and get it

approved by the State Bank Of India authorized officer. The SBI-CRM-CAMPUS 2 expects there to be flower in the flower beds throughout the year. Cost of New Variety of plants, suggested by the SBI-CRM-Campus II, **If the cost exceed Rs.200/- per plant and Rs.100/- per Pot (excluding plant) will be reimbursed to the contractor after verification of the cost.**

14 OWNERS RIGHT TO TERMINATE THE CONTRACT:

- (i) The Bank reserves its right to terminate the agreement for any reason at its absolute discretion including but not limited to the following:
- (a) The Bank may, without prejudice to any 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.

(b) Other Grounds for Termination

The Banks entitled to terminate this contract/ agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases:-

- The agency is adjudicated insolvent by a Competent Court or files for insolvency or if the agency being a company is ordered to be wound up by a Court of competent Jurisdiction.
 - If any charge sheet is filed by a competent authority of the Government against the Agency/ Company, or the agency is connected by criminal court on grounds of moral turpitude.
 - For any reason whatsoever, the agency becomes disentitled in law to perform his obligations under this agreement.
- (c) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other contractor as it deems appropriate, and the agency 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 agency/ contractor.

(d) In the event of 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 whatsoever from the Bank by way of compensation, damages or otherwise.

(e) 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.

The contract for **Horticulture** including Gamla **Maintenance** shall be for a period of two years from the date of commencement of the contract subject to review after every six months and satisfactory performance as mentioned here-in-above. The contract shall be terminated on the expiry of two years 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 months' notice to the Bank terminate the contract, if he so desires at any time during the course of the currency of this agreement. If the contract is terminated as stated above the contractor shall be entitled to the payment up to the date of termination for the work already performed. Bank may renew the contract for another two years after the expiry of initial two years' period on mutually agreed terms and conditions at that time.

14.2 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 shall be payable to the Contractor or his workmen/employees.

15. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

15.1 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 The Principal, State Bank SBI-CRM-CAMPUS 2, Gurgaon, Haryana, in the Bank, whose decision shall be final, conclusive and binding on the contractor.

15.2 Nothing contained in the contract 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.

15.3 Any indulgence, forbearance or waiver, granted or shown or made on the part of the bank will not prejudice its rights under the contract.

15.4 The rates quoted should be inclusive of all statutory obligations such as Minimum Wages (presently of Central Government applicable in Gurgram city), ESI, PF contributions, wages for leave reserve, services charges, all kinds of taxes except GST, if applicable, etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

15.5 The Courts in Gurugram City (Haryana State) alone shall have jurisdiction in respect of any matter touching these presents.

DATE:

PLACE:

SIGNATURE AND SEAL OF

THE CONTRACTOR