

**PREMISES & ESTATE DEPARTMENT
ADMINISTRATIVE OFFICE
RAIPUR**

**Part – I
(Technical Bid)**

TENDER DOCUMENTS

FOR

**ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING
WORKS AT STAFF COLONY & ADMINISTRATIVE OFFICE , RAIPUR**

**Last Date of Submission of bids: 3.00 P.M IST on 31.08.2023
Opening of Technical bids: 3.30 P.M IST on 31.08.2023**

**The Chief Manager (HR)
State Bank of India
Administrative Office
Raipur**

NOTICE INVITING TENDER

ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING WORKS AT STAFF COLONY & ADMINISTRATIVE OFFICE , RAIPUR

State Bank of India, Premises & Estate Department invites tenders from Horticulture contractors. The details of tender are as under:

1	Name of Work	Tender for ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING WORKS AT STAFF COLONY & ADMINISTRATIVE OFFICE, RAIPUR.
2	Earnest Money Deposit(EMD)	Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favor of Chief Manager (HR) payable at Raipur
3	Initial Security Deposit (ISD)	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted Annual Contract Value including EMD in the form of Demand Draft issued by any Nationalized/Scheduled Bank favoring Chief Manager (HR) payable at Raipur
4	Date for issue of tender documents	17.08.2023 to 31.08.2023 from Bank's website https://sbi.co.in/web/sbi-in-the-news/procurement-news
5	Address for submission of tender document	The Chief Manager Human Resource State Bank of India Raipur
6	Last date & time for submission of tender document	On 31.08.2023 up to 03:00 PM Note : It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. Tender document to be submitted in Hard Copy at the above address Price Bid to be submitted on-line only- Only prequalified bidders are allowed to participate in e-tendering exercise. The last date and time for submission of price bid will be informed separately to the eligible prequalified bidders.
7	Date and Time of Opening of TechnicalBids	On 31.08.2023 at 3.30 pm
8	Validity for Offer(Minimum)	90 days from the date of opening the Tenders.

9	Date of Commencement of Work	Within 7 days of the issuance of Work Order
10	Penalty/Liquidated damages	As per relevant clause in the tender document
11	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays)
12	Insurance	As per insurance clause of the tender document
13	Agency for arranging e-tendering/online bidding	e-Procurement Technologies Limited, Ahmedabad. Tel.:- 079 – 681368 40/ 31 / 35 / 63 / 29 / 57 / 53 / 43 / 52 / 20 / 59 / 22 Mobile: +91 9904407997 / 9081000427 Email: suiith@auctiontiger.net , suiith@eptl.in jaymeet.rathod@auctiontiger.net jaymeet.rathod@eptl.in mehnaz@eptl.in vinayak.k@eptl.in pratik.parekh@eptl.in anshul.juneja@eptl.in devang@eptl.in dharam@eptl.in aman.v@procuretiger.com You are requested to contract the agency for further guidance on e-tendering.
14	Period of contract	Initially for a period of ONE (1) Year subject to its renewal for another term of two year (one block each) upon satisfactory performance.
15	Security Deposit	5% of Annual Contract Value
16	Total Area of both the Premises	23,500 Sqm

16. 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.
17. SBI reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
18. Any corrigendum/addendum in the matter will be published in our service provider's portal [e-procurement](http://e-procurement.technologies.com) technologies Ltd and Bank's Tendering portal www.sbi.co.in under Procurement News.

Chief Manager (HR)

INVITATION OF TENDER FOR ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING WORKS AT STAFF COLONY & ADMINISTRATIVE OFFICE , RAIPUR

State Bank of India invites Tender in respect of the above mentioned work from reputed licensed organizations 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. 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 3 years' experience and technical expertise in the field of Horticulture / Garden maintenance services, preferably at large institutional/training institutions.
3. The vendor should not have been blacklisted by any Govt./PSU/Banks/MNC's for any reason.
4. 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.
5. If a bidder quotes "Nil" charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
6. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority/Competent Court.
7. 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.
8. 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.
9. The applicant must have complied with all labour laws and obtained at the time of applying for tender all licences/approvals/permissions from all statutory authorities including Municipal/Labour/P.F./Income Tax/Sales Tax/Commercial Tax/ESI Deptts., to carry on the business of horticulture maintenance work.
10. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
11. The applicant is/has not formed/part of any cartel at any time for processing any contract

including the present tender.

12. The Bank reserves the right to reject all or any of the tender documents without assigning any reason.
13. The Tenderer should submit a Banker's solvency certificate from Scheduled Commercial Bank obtained within last six months from tender opening date, for minimum of Rs.2.00 lakhs (Rupees Two lakhs).

Documents to be enclosed:

- a. Certificate of Incorporation, Articles & Memorandum of Association, and Partnership deed as applicable
- b. Certificate of Registration with Labour Department
- c. PAN number of the Tenderer.
- d. Certificate of Registration under GST,
- e. Certificate of Registration under Shops & Establishment Act,
- f. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- g. Certificate of Registration with Employees 'State Insurance Corporation,
- h. Audited Financial Statements (P&L and Balance Sheet) for the last three Financial Years,
- i. Income Tax Assessment copies for the last three financial years.
- j. Experience certificate where similar work is going on /done
- k. List of equipment's and tools etc. available on hand (own) for the work and proposed to be inducted.
- l. List of works on hand indicating description of work, contract value, date of award, number of personnel and equipment's deployed, supportive documents from the organization to be enclosed.
- m. The tenderer should submit Banker's solvency certificates from Scheduled Commercial Bank obtained within last six months from tender opening date for minimum of Rs.2.00 lacs (Rs. Two lacs).
- n. Valid registration certificate/ license with Labour Department under Contract. Labour (Regulation & Abolition) Act, 1970.
- o. Resolution of Company authorizing to applying in the tender process. In case of entities others than company related authority letter is required.

Part –A

**State Bank of India
Administrative Office
Raipur**

PRE-QUALIFICATION APPLICATION FORM

APPLICATION FORM

1. Name of the Organization :
2. Address :
3. Name, Telephone Nos. including Mobile and e-mail id of contact person :
4. Fax No :
5. Constitution of the Firm (whether Public or private company / firm / Proprietary) :
6. Year of Establishment (Supporting document to be submitted) :
7. Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted) :
8. Registration with Govt. Authorities
 - (a) Income -Tax (PAN) No:
 - (b) Goods and Service Tax No: (GST)
 - © EPF Registration No:
 - (d) ESI Registration No:
 - (e) Contract Labour
9. Name of Directors / Proprietor / Partners/ Associates :
10. Bio- data of Directors / Partners / Associates, Details may be given in the format mentioned below :
11. Amount of service tax/GST paid year-wise during last 3 financial years ending 31.03.2022

12. Details of Similar works completed during the last 7 years

13. Details of under execution / awarded :

14. List of Professionals / Technical / Non-technical Personnel employed permanently :

15. Details of Plant & Machinery / Manufacturing unit / tools / equipment owned by the company :

16. Banker's Name and address (Enclose solvency certificate from the Bankers) :

17. Latest Income Tax Clearance Certificate to be enclosed :

18. List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration) :

Name of the Organization	Category	Year Since Empanelled

19. Annual turnover for the last three financial years (year-wise) ending 31.03.2022 :

Financial Year	Annual Turnover
FY 2019-20	
FY 2020-21	
FY 2021-22	

**20. Name and address of the persons who will be in a position :
to certify about the quality as well as performance of your
firm.**

Note: Please enclose separate sheets for additional information, photographs and documents

Signature of the Applicant with Seal

Date:

Place:

Note: *Documentary evidences to be enclosed.

ANNUAL MAINTENANCE CONTRACT FOR ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING WORKS AT STAFF COLONY & ADMINISTRATIVE OFFICE, RAIPUR

GENERAL TERMS & CONDITIONS

1. a) The Tender documents can be obtained from our website "<http://www.sbi.co.in>" under "**Procurement News**"
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. 10,000/- (Rs. Ten Thousand only) payable at CM (HR), Raipur and 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 the Chief manager (HR), State Bank of India, Administrative Office, Raipur on any working day during the office hours 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. **Inviting offers to provide horticulture services and not for supply of contract labor and/or material.**
5. The Consortium Agreements/Joint Ventures and MOU's will not be considered for the above purpose.
6. Sub-contracting shall not be permitted.
7. The successful bidder will have to commence the horticulture Maintenance work within 07 days of intimation to them by the Bank.
8. The tender containing requisite pre-qualification application form along with required documents & duly signed general & special terms and conditions (hereinafter

called the Technical Bid) and EMD **will be opened on 31.08.2023 at 3.30 p.m.** at the office of the Chief manager (HR), State Bank of India, Administrative Office , Raipur in the presence of Tenderers/authorized representatives who choose to be present thereat .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. Price Bid should be calculated and shown, after factoring all local state/ central taxes, levy etc. Price Bids will be opened online only. After evaluation of Technical Bid, the qualifying ~~bids~~ will be advised by the Bank. On line Price bid will be opened thereafter, date and time of which will be advised to all the qualified bidders in technical bids.

9. The fair wages will be paid by the contractor to the staff as per the prevailing Govt. labour laws in force and as may be amended from time to time during this contract period. The rates are to be quoted for statutory obligations such as minimum wages (Presently of Central Government applicable in Raipur city), ESI, PF contribution, bonus, reliever charges, etc or as applicable all kind of taxes except GST. Rates are to be quoted for material, equipment charges, service charges including administrative profit (percentage on all statutory obligations) in the on-line price bid. Price bids of only technically qualified bidders will be opened. In case of a tie in the Financial Bids, the winner will be determined by a draw of lots in presence of the Bidders / their representatives and the Tender Opening Committee. The SBI will be final.
10. If the date of Tender Opening of Technical Bids 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 Bank will be for a period of one year from the date of award of work or date of agreement whichever is earlier, and subject to its renewal for another two terms of one year each upon satisfactory performance.
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 Bank reserves the right to reject any or all the Tenders with the exclusion of the rest without assigning reasons thereof.
13. The Courts in Raipur 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 Bank; 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 Bank, 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 Bank 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.

ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND GARDENING WORKS AT BANK HOUSE, SHYAMLA HILLS, RAIPUR

1. SECURITY DEPOSIT:

The contractor shall deposit an amount equivalent to 5% of accepted "Annual Contract Value" as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the Contract. The contractor has to deposit the said Security Deposit (SD) in the form of Demand Draft only. 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 an 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 as 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. 500.00 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. 500/- 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 convenience 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 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 Uniform/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 it's 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

h. SUPPLY OF ALL NECESSARY TOOLS, TACKLES, EQUIPMENT & MATERIALS: -

All tools tackles and equipment's 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 is to be arranged at the premises: -

1)	Khurpi	-	20 nos
2)	Sickle	-	20 nos
3)	Secateurs	-	05 nos
4)	Forester's Shear	-	04 nos
5)	Spray pumps	-	05 nos
6)	Grass cutter & Lawn mover	-	02 nos
7)	Tree pruner	-	02 nos
8)	Bill hoe double edge	-	03 nos
9)	Wheel Barrow	-	03nos
10)	Manure / Seeds / Plants / saplings	-	on as required basis

Over and above this, the other equipment's which are required for 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 privates 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 their Bank Accounts. 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 authorizing him to do so, such Power of Attorney shall be produced to the Bank 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.

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/ along with the satisfactory performance certificate from the concerned officer)** for the services rendered, at the end of each month to the authorized officer. 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 to production of proof of payment.

11. RATES:

11.1 The rates quoted in Price Bid Schedule – 2, should be inclusive of Annual Management Fees (Charges towards Profit + Service Charges+ Admin Charges + Material & equipment charges + any other expenditure over & above minimum wages + Uniform & Reliever Uniform Charges etc. No escalation of these rates is admissible during the contract period.

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 Campus of AO and Staff Colony Raipur and also in the green belt outside the Bank adjacent boundary to the boundary wall of the Bank 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.
15. Disposal of garden waste.

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 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, de-weeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, chemical fertilizer including renovating barren patches, applying anti-termite chemical (By drill /Spray, 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 specie, 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, allas per approved samples, dosage and quality complete

13.6 Shrubs, Trees, Ground Covers, Shade loving Foliages 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 Bank 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 Bank or as directed by officer in charge. 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 in the existing vermiculture pits 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 grass 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 Bank campus and get it approved by the Banks authorized officer. The Bank expects there to be flower in the flower beds throughout the year. Cost of New Variety of plants, suggested by the Bank, **if the cost exceeds Rs. 500 / per plant and Rs. 300 per Pot (excluding plant) will be reimbursed to the contractor after verification of the cost.**

14 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. The contractor may, after giving three months' notice to the Bank to terminate the contract, if he so desires at any time during the course of the currency of this agreement.

(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 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.

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. The contract for Horticulture Maintenance shall be for a period of one year from the date of award of work or date of agreement whichever is earlier, and subject to its renewal for another two terms of one year each upon satisfactory performance. However, the services of the successful tenderer shall be reviewed by the Bank every year and in case of unsatisfactory performance, the Bank may choose to terminate the contract any time by giving one month's notice during the currency of contract.

16. Minimum wages will be revised as and when revised by the central government.

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

17.1 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 Chief Manager (HR), SBI, AO, Raipur whose decision shall be final, conclusive and binding on the contractor.

17.2 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/equipment's 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.

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

17.4 The Courts in Raipur alone shall have jurisdiction in respect of any matter touching these presents.

DATE:

PLACE:

SIGNATURE AND SEAL
OF THE CONTRACTOR

ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sr. No.	Eligibility Criteria	Documents to be Submitted
1	<p>The Bidder must be a Firm / Proprietary / Partnership / Company registered under companies ACT with an experience of minimum 3 years in the field of Horticulture and Gardening services</p>	<p>In case of Proprietorship concerns copy of Shop License / Registration certificate and the GST Registration certificate.</p> <p>In case of firms, copy of the firm registration certificate and GST registration.</p> <p>In case of company, copy of certificate of incorporation issued by Registrar of companies and full address of the registered office and GST registration certificates.</p>
2	<p>Three Similar Completed works each one having “Annual Contract Value” not less than Rs. 4.5 lacs</p> <p style="text-align: center;">OR</p> <p>Two Similar Completed works each one having “Annual Contract Value” not less than Rs. 5.4 lacs.</p> <p style="text-align: center;">OR</p> <p>One Similar Completed works having “Annual Contract Value” not less than Rs. 9.00 lacs. In Govt/Semi Govt organisations.</p> <p>Note: Similar Completed work” under this clause shall mean successful completion of Horticulture Services work for the Scheduled Banks, Financial Institutions, Central and State Governments Departments/ Organizations, Public Sector Undertaking, etc.</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out:</p> <ol style="list-style-type: none"> 1. Scope of work 2. Contract Value 3. Area of the Building 4. No of staff deployed by the Contractor for the Contract. 5. Period of the Contract. 6. Monthly payment.
3	<p>The Bidder should have a minimum average annual turnover of Rs. 3.0 lakhs for the last three years as on 31.03.2023.</p> <p>Audited / Certificate Balance Sheet (by Chartered Accountant) for the years 2019-21, 2021-22, 2022-23 (provisional / audited) establishing the turnover criteria should be submitted.</p>	<p>(i) Copies of the audited P&L account and Balance Sheet duly certified by the Chartered Accountant including 3CA / CD and auditor notes and accounts.</p> <p>(ii) Copies of returns submitted to the Tax authorities such as IT and Service Tax etc.</p> <p>(iii) Copies of returns submitted to the Labour</p>

		Commissioner.
4	The Bidders should not have incurred loss in last three years ending on 31 st March 2023	
5	The applicant should have a solvency of Rs. 2.00 lacs certified by a Scheduled Commercial Bank.	Original Solvency Certificate should be attached.
6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and Service Tax, Labour License under section 12 (1) of the Contract labour regulation and Abolition) Act 1970 Employees Provident Fund Organization (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
7	The tenderer should have constituted a sexual harassment Committee under the sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013.	Suitable declaration to the effect to be submitted on the letter head of the bidder duly signed by the authorized Signatory only.
8	Bidder should have Office at Raipur or should be able to open office at Raipur within two months of receiving work order.	Address Proof of the firm should be submitted.
9	Bidder should not have been qualified / debarred/ blacklisted from any Governments, Semi-Governments, PSUs, Banks including any of the Offices/ Branch of State Bank Of India or involved in illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letter head of the firm duly signed by the authorized Signatory only.

Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

We have read and understood the above mentioned pre-qualification criteria and shall abide by the same.

Signature of the Contractor With Seal

TECHNICAL BID EVALUATION MATRIX

TECHNICAL BID EVALUATION:

Maximum Score for Part-I of Technical Bid Evaluation: **100 Marks**

Minimum marks required for qualifying in the Part-I (Technical Bid Evaluation): **60 Marks**

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.

2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	Place of Registration: (a) Registered/Corporate Office / Branch in Raipur (b) Office outside Raipur	Max 10 Marks: 10 Marks 5 Marks
(ii)	Number of Years in Operations (a) Less than 3 years (b) More than 3 years and up to 5 years (c) More than 5 years	Max 15 Marks: 5 Marks 10 Marks 15 Marks
(iii)	Average Annual Turnover of last three financial years (a) Less than 2 lacs (b) More than 2 lacs and up to 5 lacs (c) More than 5 lacs	Max 15 Marks 5 Marks 10 Marks 15 Marks
(iv)	Working Experience in Last 5 Years (a) Executed similar work in SBI and other PSU Bank (b) Other Govt. Department/PSU etc. (c) Other than (a) & (b)	Max 15 Marks 15 Marks 10 Marks 5 Marks
(v)	Working experience in executing annual maintenance contract in horticulture and Gardening Services in Govt/PSU organization (Annual Work Value) (a) Less than 2 Lacs (b) More than 2 lacs and up to Rs. 5 lacs (c) More than 5 Lacs	Max 20 Marks 10 Marks 15Marks 20 Marks
(vi)	Solvency Certificate issued by Scheduled Nationalized Bank (a) Less than 2 Lacs (b) More than 2 Lacs and up to 5 Lacs	Max 10 Marks 3 Marks 5 Marks 10 Marks

	(c) More than 5 Lacs	
(vii)	Registered with MSME (a) Yes (b) No	Max 5 Marks 5 Marks 2 Marks
(viii)	Empaneled with (a) SBI and other PSU Banks (b) Other Govt./PSU organization (d) Other than (a) & (b)	Max 10 Marks 10 Marks 5 Marks 2 Marks

3. Information required from point number (i) to (viii) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.

4. The bidder who is qualifying as above (getting minimum 60 marks) will only be allowed for participating in price bid. The bidders getting less than score of 60, their bids will be summarily rejected.

4. The weightage of 70:30 shall be given to technical bid evaluation and price bid respectively for arriving the final score. The bidder who gets the maximum score shall be declared L-1.

We have read and understood the above-mentioned pre-qualification criteria and shall abide by the same.

Signature of the Contractor with Seal