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## NOTICE INVITING TENDER

State Bank of India (SBI), Mumbai invite two-bid e-tenders for providing Garden Works and Annual Maintenance Contract (AMC) for Gardens at Staff Residential Colony, Sector-13, Nerul (East) located in Navi Mumbai.

2. The other details of the tender are as under:

SR. NO..	Tender ID number	<b>TENDER ID NO.: GEM/2024/B/5233038</b> <b>Dated 31-07-2024</b>
1	Name of Work	Providing Garden Works and Annual Maintenance Contract (AMC) for Gardens at Staff Residential Colony, Sector-13, Nerul (East) located in Navi Mumbai.
2	Eligibility Criteria of Vendors	AS PER ANNEXURE-A & A1
3	Earnest Money Deposit (EMD)	Rs.49,000/- Amount should be deposited in <b>1.For Mode of Transaction-</b> NEFT only <b>Account Name:</b> SBI Subsidy Inward Remittance <b>Account No.:</b> 4897932113433 <b>IFSC:</b> SBIN0011343 Branch OAD, GITC, Belapur <b>2.For Mode of Transaction-</b> Intra-bank transfer (SBI to SBI only) <b>Account Name:</b> SBI Intraday Office Account with INB <b>Account No.:</b> 37608352111 <b>IFSC:</b> SBIN0011343 Branch OAD, GITC, Belapur  (If not deposited, tender will be rejected)
4	Security Deposit (ISD)	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" including EMD as Security Deposit (SD) in the form of Fixed Deposit issued by any Nationalised/Scheduled Commercial Bank favoring " <b>State Bank of India</b> " payable at Mumbai.  Or  . Bank guarantee issued by any Nationalized/scheduled commercial bank favoring "State Bank Of India" payable at Mumbai.  The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Commercial Bank (Other than SBI) as per the Bank's approved format
5	Date of availability of tender documents on Bank's website /GeM portal	From 31-07-2024 to 20-08-2024 up to 03.00 PM . <b>Bank's Website:</b> <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> and GeM portal .

6	Hard copies submission Physical documents to be submitted at: (If not submitted on Gem portal, tender will be rejected)	Assistant General Manager (Estate ) State Bank Of India, Global IT Centre, 1St Floor, C-Wing, Plot No,8,9, &10, Sector No. 11,CBD ,Belapur, Navi Mumbai-400614 022-27537411 & Mob. 09117328602, 9556792271  1. Proof of remittance of EMD 2. Signed & stamped technical bid 3. Valid proofs & credentials for prequalification of vendor
7	Soft copies submission Documents to be uploaded on gem portal. (if not uploaded, tender will be rejected)	Contractors shall download the entire technical Bid to get acquainted with terms and conditions and eligibility criteria and upload the compulsorily complete technical bid with proofs and credentials without fail in the e-tendering GeM portal after putting the signature and seal. Failing to uploads stated above, the tender will be rejected i.e. (a) proof of remittance of EMD, (b) Signed & stamped technical bid and valid proofs & credentials for prequalification of vendor. L1 Tenderer should submit the whole technical bid spirally bound duly signed with company seal and date to this office within 3 days of receipt of confirmation under mentioned address:
8	ELIGIBILITY CRITERIA OF VENDORS	As per annexure-A& A1.
9	Pre-Bid Meeting ( In person meeting)	Date 09-08-2024                      Time 3.00 PM  Assistant General Manager1 (Estate ) State Bank Of India, Global IT Centre, 1St Floor, C-Wing, Plot No,8,9, &10, Sector No. 11,CBD ,Belapur, Navi Mumbai-400614 022-27537411 & Mob. 09117328602, 9556792271 <a href="mailto:agmestate1.gitc@sbi.co.in">agmestate1.gitc@sbi.co.in</a> Rabi Shankar Prasad Verma, chief Manager, Estate Department , GITC , CBD ,Belapur , Navi Mumbai. Email address: <a href="mailto:agmestate1.gitc@sbi.co.in">agmestate1.gitc@sbi.co.in</a> & <a href="mailto:rabi_shankar_prasad_verma@sbi.co.in">rabi_shankar_prasad_verma@sbi.co.in</a> (Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)
10	Last date & time for Submission of tenders on Gem portal	20-08-2024 at 3.00 PM On Gem Portal

11	Date of opening of tenders On gem portal	20-08-2024 at 3.30 PM  On Gem Portal  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.
12	Date and Time of submission of Online Price-Bid. <b>Note:</b> The bidders qualified and found eligible in Technical bid evaluation shall only be eligible for Price Bid evaluation.	The bids found eligible in Technical bid evaluation shall only be considered for price bids.
13	In case of Tie bids	If more than one bidder is ranked L-1 in the GeM portal or multiple L-1 bidders have quoted the same price, the selection for the L-1 bidders will be made through Random Algorithm executed by GeM system Run L1 Selection (Auto run) option.
14	Contract period	The contract / tender will be valid for three years however the contract will be awarded for an initial period of one year from the date of commencement of work with option of yearly renewal for two more year, subject to the satisfactory performance of identified L1 Bidder.
15	Price Break-up	The Bidders may note that the quoted tender amount should be same in both GeM portal and the price break-up sheet (strictly as per the given price-bid format) duly signed & stamped.  If is any difference between the total tender amount quoted in GeM portal and the price-break-up sheet, the tender will be summarily rejected.  If there is any difference in the format of the price-bid uploaded in the GeM portal. The tender will be rejected.  If any bidder has quoted below the minimum Management charges/service charges as per the norms of Government/GeM (i.e., quoted below the 3.85%), the Bid If any bidder has quoted the below the statutory minimum wages as per the latest Central Govt. of India ( Ministry of labour & employment ), The tender will be summarily rejected

16	Address for Communication	Assistant General Manager (Estate 1) State Bank Of India, Global IT Centre, 1 <sup>st</sup> Floor, C-Wing, Plot No,8,9, &10, Sector No. 11,CBD ,Belapur, Navi Mumbai-400614 <a href="mailto:agmestate1.gitc@sbi.co.in">agmestate1.gitc@sbi.co.in</a>
17	Validity for Offer	3 (three) months from the date of opening of price bid
18	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order
19	Penalty/Liquidated damages	As per relevant clause in the tender document
20	Period of Honouring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
21	Insurance	As per insurance clause of the tender document

22. 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.

23. *Tenders received without EMD will be summarily rejected and such bidders shall not be allowed to participate in the online price bidding process.*

24. The participation in the online price bidding process shall be restricted to the bidders qualified in Technical bid only.

25. SBI reserve the rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

26. The bidders disqualified/debarred/terminated by the SBI during the last three years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

27. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate, if found eligible, in the online price bidding event.

28. *The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.*

29. Conditional tenders shall be summarily rejected.

30. Any corrigendum / addendum in the matter will be published only on Bank's website or GeM portal.

31. Vendor to attach document as per RFP requirement only. Any other document attached with condition or otherwise shall be treated as null & void / rejected by the Bank. Any concern to be raised and resolved in the pre bid meeting only.

32. The bidders qualified and found eligible in Technical bid evaluation shall only be eligible for Price Bid evaluation.

**Assistant General Manager (Estate) 1**

**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	The bidder must be a Firm / Proprietary / Partnership / Company registered under Companies Act with an experience of minimum 07 years in the field of Horticulture and Garden Maintenance, etc. as on 31.03.2024	-In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of company, copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.
2	Three Similar Completed works Each one having "Annual Contract Value" not less than Rs.20.00 Lakh.  OR  Two Similar Completed works Each one having "Annual Contract Value" not less than Rs. 25.00 Lakh.  OR  One Similar Completed work having "Annual Contract Value" not less than Rs.40.00 Lakh.	Copy of the work order and work completion certificates issued by the principal Employers specifying following information relating to the works carried out during the period from 01/04/2021 to 31/03/2024:  1. Scope of work. 2. Contract value. 3. Area of the premises. 4. No. of staff deployed by the Contractor for the contract. 5. Period of the contract. 6. Date of commencement of the contract 7. Date of completion of the contract 8. Monthly payment 9. Satisfactory Report
	<u>Note: "Similar Completed Work" under this clause shall mean successful completion of Horticulture and Garden Maintenance etc. work for Residential premises of the Scheduled Banks, Financial Institutions, Central &amp; State Govt. Departments/Organisations, Public Sector Undertakings, Multinational Listed Company</u>	

3	<p>The bidder should have a minimum average annual turnover of Rs.40.00 Lakh for the last three years (As on 31-03-2024). Audited /Certified Balance Sheet (by Chartered Accountant) for the years 2021-22, 2022-23 (Audited) and 2023-24 (Provisional balance sheet) establishing the turnover criteria should be submitted.</p>	<p>(i) Copies of the audited P&amp;L Account and Balance Sheet duly Certified by the Chartered Accountant including 3 CA/3CD and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT &amp; Service Tax etc. (iii) Copies of returns submitted to the labour Commissioner.</p>
4	<p>The Bidder should not have incurred loss in last 3 years ending on 31<sup>st</sup> March 2024.</p>	<p>Certificated copy from Chartered Accountant.</p>
5	<p>The Bidder should have a solvency of ₹15.00 Lakh certified by a Scheduled Commercial Bank. The Solvency Certificate should not have been obtained earlier than 31<sup>st</sup> March, 2024.</p>	<p>Original Solvency Certificate should be attached. (If the original certificate is already submitted to the SBI after 31.03.2024, a self-attested copy can be considered. However, the details of Tender/s for which the original had been submitted, to be furnished.)</p>
6	<p>The Bidder should have applicable and <b>valid registrations</b> with statutory authorities, viz. Income Tax, Goods &amp; Service Tax, Labour License under section 12(1) of the Contract Labour regulation and Abolition) Act, 1970., Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.</p>	<p>Certified copies of supporting documents to be attached.</p>
7	<p>The Bidder should have constituted a Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.</p>	<p>Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only</p>
8	<p>Bidder should have Office Navi Mumbai or should able to open office in Navi Mumbai within 30 days of receiving work order. But the registered principle office must be in the state of Maharashtra.</p>	<p>Address Proof of the firm should be submitted.</p>
9	<p>Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of State Bank of India Pan India, Multi-National Corporations or involved in any illegal activity or financial frauds.</p>	<p>Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only</p>



10	The Bidder should not have incurred loss in last 3 years ending on 31 <sup>st</sup> march 2024.	Certified copies of documents to be attached
11	The bidder should have positive net worth as on 31 <sup>st</sup> march 2024. The tenderer should give a certificate duly audited by the Chartered Accountant.	Original Certificate should be attached
12	The bidder should have at least 36 Manpower on payroll as on 31-03-2024.	Certified copies of EPF and ESIC payment slip paid as on 31.03.2024 to be attached.

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 abovementioned prequalification criteria and shall abide by the same.

Signature of the Contractor with Seal

Annexure A1

**TECHNICAL BID EVALUATION MATRIX**

Maximum Score for Technical Bid Evaluation: 100 Marks  
Minimum marks required for qualifying in 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: -

<b>(i) Place of Registration</b>	<b>Max 10 Marks</b>
(a) Registered/Corporate Office / Branch In Mumbai /Thane/Navi Mumbai	10 Marks
(b) Office outside Mumbai /Thane/Navi Mumbai	3 Marks
<b>(ii) Number of Years in Operations as on 31.03.2024</b>	<b>Max 10 Marks</b>
(a) 7 years and up to 15 years	3 Marks
(b) More than 15 years and up to 20 years	7 Marks
(c) More than 20 years	10 Marks
<b>(iii) Average Annual Turnover of Project Cost</b>	<b>Max 10 Marks</b>
(a) More than Rs.15.00 Lakh and up to Rs.25.00 Lakh	3 Marks
(b) More than Rs.25.00 Lakh and up to Rs.40.00 Lakh	7 Marks
(c) More than Rs.40.00 Lakh	10 Marks
<b>(iv) Working Experience in Last 7 Years</b>	<b>Max 10 Marks</b>
(a) Executed similar work of PSU Banks, FIs, Govt. Dept., PSU	10 Marks
(b) Multi National Listed Company	5 Marks
<b>(v) Value of Single Largest Project Completed in Last 7 Years as on 31.03.2024</b>	<b>Max 10 Marks</b>
(a) More than Rs.15.00 Lakh and up to Rs.25 Lakh	3 Marks
(b) More than Rs.25.00 Lakh and up to Rs.40.00 Lakh	7 Marks
(c) More than Rs.40.00 Lakh	10 Marks
<b>(vi) Value of Single Largest Project In Hand</b>	<b>Max 10 Marks</b>
(a) More than Rs.15.00 Lakh and up to Rs.25.00 Lakh	5 Marks
(b) More than Rs.25.00 Lakh and up to Rs.40.00 Lakh	7 Marks
(c) More than Rs.40.00 Lakh	10 Marks

<b>(vii) Quality Related Marks</b>	<b>Max 5 Marks</b>
(a) ISO 41001 or SA 8000 or OHSAS 18001 or any other equivalent certificate	5 Marks
(b) Not available	0 Marks
<b>(viii) Performance Certificates from the Banks, Financial Institutions, Central &amp; State Govt. departments/Organisations, PSUs, MNCs, etc.</b>	<b>Max 10 Marks</b>
(a) If outstanding performance Certificate from more than 3 Principle Employer have been Issued and submitted for project not less than ₹20.00 Lakh / Two Employers for project not less than ₹25 Lakh/ One Employer for project not less than ₹40 Lakh	10 Marks
(b) If Outstanding Performance submitted from Two Employers for project not less than ₹20.00 Lakh/ One Employers for project not less than ₹25.00 Lakh/	5 Marks
(c) If Certificate not submitted as above	0 Marks
<b>(ix) Constitution of Firm</b>	<b>Max 10 Marks</b>
(a) Public Ltd.	10 Marks
(b) Private Ltd./LLP	8 Marks
(c) Partnership	6 Marks
(d) Others	4 Marks
<b>(x) Academic / Professional Qualification of any one of the Active Director / Partner / Proprietor</b>	<b>Max 5 Marks</b>
(a) Graduate in Horticulture /Garden	5 Marks
(b) Diploma in Horticulture /Garden	3 Marks
(c) Graduate in other Agriculture Science	1 Marks
<b>(Xi) Awards &amp; Recognitions: <u>Award from PSU/ Govt. Bank/ Listed Company</u></b>	<b>5 Marks</b>
Maintenance of any Green Campus	5 Marks
<b>(Xii) Area of single largest project complete3d in Last 7 years as on 31.03.2024.</b>	<b>Max 5 Marks</b>
(a) More than 50 thousand sq. ft. and up to 75 thousand sq. ft.	2 marks
(b) More than 75 thousand sq. ft. and up to 1 lakh sq. ft.	3 Marks
(c) More than 1 lakh sq. ft.	5 Marks

1. . Information required from point number (i) to (Xii) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the tenderer for evaluation.
2. Out of the various bidders achieving minimum 60 Qualifying marks in the Technical Bid Evaluation above. Only those bidders who have achieved at least minimum qualifying score (60%) will be treated as qualified and only their financial proposal / Price Bid will be opened.
3. The Bidder will be selected as L1 on the basis of net total of the price bid on GeM portal.
4. We have read and understood the above mentioned pre-qualification criteria and shall abide by the same.

Signature of the Contractor  
With Seal

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: \_\_\_\_\_

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. --- SBI: dated ----

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the price Bid through GeM Portal

While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the services/items mentioned in this RFP in our price Bid.
  - The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- i. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- ii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or

inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iii. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- iv. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- v. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vi. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure -T of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- viii. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- ix. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- x. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xi. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- xiii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
  
- xiv. We understand that Bids must be supported by a Bid Security Declaration in lieu of EMD. Accordingly, we furnish this Bid Security Declaration and undertake that (a) we shall not withdraw or modify our bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by the Bank, we shall participate in the bidding by logging in; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Purchase Order and/or sign the Contract with the Bank and furnish Bank Guarantee, within the specified time period in the RFP.
  
- xv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 201

---

(Signature) (Name)  
 (In the capacity of)

Duly authorised to sign Bid for and on behalf of  
 \_\_\_\_\_ Seal of the company.

APPLICATION FORM

|   |                                                                                                                                                                                   |                                                                                            |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1 | Name of the Organization                                                                                                                                                          |                                                                                            |
| 2 | Full Postal Address of Organization with Pin code                                                                                                                                 |                                                                                            |
| 3 | Contact Details<br>(i) Contact Person<br>(ii) Phone No.<br>(iii) Mobile No.<br>(iv) E-mail ID                                                                                     | .....<br>.....<br>.....<br>.....                                                           |
| 4 | Year of Establishment<br>(Enclose certified copies of documents as an evidence – Annexure - ‘A’)                                                                                  |                                                                                            |
| 5 | Constitution of Firm<br>(Enclose certified copies of documents as an evidence – Annexure - ‘A’)                                                                                   | Sole Proprietorship/ Partnership / Private Ltd. / Public Ltd. / Any other (Please specify) |
| 6 | Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and enclose certified copies of documents as an evidence – Annexure- ‘A’) |                                                                                            |
| 7 | Registration with Govt. Authorities<br>(Enclose certified copies of EPI, ESI and labour License as an evidence – Annexure - ‘A’)                                                  |                                                                                            |
|   | a. Income Tax (PAN) No.                                                                                                                                                           |                                                                                            |
|   | b. Goods & Service Tax no. (GST)                                                                                                                                                  |                                                                                            |
|   | c. EPF Registration No.                                                                                                                                                           |                                                                                            |
|   | d. ESI Registration No.                                                                                                                                                           |                                                                                            |
|   | e. Labour License No.                                                                                                                                                             |                                                                                            |



|    |                                                                                                                                                                                                                                    |                                                                                                                                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 8  | Names of Directors / Proprietor / Partners / Associates                                                                                                                                                                            |                                                                                                                                        |
| 9  | Bio-data of Directors / Partners / Associates                                                                                                                                                                                      | Please fill up enclosed Annexure - 'E' along with supporting documents for their academic / professional qualification                 |
| 10 | Solvency Certificate Details<br>(i) Amount<br>(ii) Bank's Name<br>(iii) Date of Issuance<br>(Please fill up enclosed Annexure – 'F')                                                                                               | ₹.....<br>.....<br>..... / ..... / 20.....                                                                                             |
| 11 | Financial Information<br>( As per Annexure B )                                                                                                                                                                                     | Please fill up enclosed Annexure "B" & enclose copies of audited balance sheet, profit& loss statement and CA certificate              |
| 12 | Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years ending on 31.03.2024.                                                  | 2021-22: ₹.....<br>2022-23: ₹.....<br>2023-24: ₹.....(provisional Balance sheet certified by chartered accountant )<br>Average: ₹..... |
| 13 | Details of Similar works completed during the last 7 years in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational National Corporations.         | Please fill up enclosed Annexure 'J' & enclose copies of Work Orders and Satisfactory Completion Certificates (as per Annexure 'L')    |
| 14 | Details of Similar works under execution / awarded in Scheduled Banks, Financial Institutions, Central & State Govt. Departments / Organisations, Public Sector Undertakings, Multinational listed company, Private sector bank. . | Please fill up enclosed Annexure 'K' and enclose copies of LOI / Work Order / Agreement                                                |
| 15 | List of Professionals / Technical / Non-technical Personnel employed permanently                                                                                                                                                   | Please fill up enclosed Annexure 'M'                                                                                                   |
| 16 | Details of Plant & Machinery / Tools / Equipment owned by the company                                                                                                                                                              | List of plant & Machinery on company letter head to be signed by competent authority.                                                  |
| 17 | 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                             |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|                          |                                                                                                                                                                                                                                                                     |                                                   |
|                          |                                                                                                                                                                                                                                                                     |                                                   |
|                          |                                                                                                                                                                                                                                                                     |                                                   |
|                          |                                                                                                                                                                                                                                                                     |                                                   |
| 18                       | Mention if blacklisted and / or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.                                                                                                                               | Declaration on company letter head signed by C.A. |
| 19                       | Details of disputes / litigations, if any, during the period of last 05 years                                                                                                                                                                                       | Declaration on company letter head signed by C.A. |
| 20                       | Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc.                                                                                                                                                                | Declaration on company letter head signed by C.A. |
| 21                       | Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 5 years, ended on 31-03-2024. If yes, please provide details thereof, with reasons. | Declaration on company letter head signed by C.A. |
| 22                       | Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 5 years, ended on 31-03-2024. If yes, please provide details thereof, with reasons.                                | Declaration on company letter head signed by C.A. |
| 23                       | Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past                                                                                                                                                                    | Declaration on company letter head signed by C.A. |

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

Signature of the applicant with seal

Date:

Place:

### **Annexure B (Financial capability)**

The bidder should have a minimum average annual turnover of **Rs.40 lakhs** for the previous three years (as on 31-03-2024). Audited/Certified Balance Sheet (by Chartered Accountant) for the years 2023-24 (Provisional), 2022-23(Audited) and 2021-22(Audited), establishing the turnover criteria should be uploaded.

| S. No. | FINANCIAL YEAR | INCOME | EXPENDITURE (Rs.) | NET PROFIT/LOSS (Rs.) | ANNUAL TURNOVER (Rs.) |
|--------|----------------|--------|-------------------|-----------------------|-----------------------|
| 1.     | 2021-22        |        |                   |                       |                       |
| 2.     | 2022-23        |        |                   |                       |                       |
| 3.     | 2023-24        |        |                   |                       |                       |

BIO-DATA OF THE DIRECTORS / PARTNERS / KEY ASSOCIATES

1. Name :
2. Date of Birth :
3. Associates with the organization since:
4. Professional Qualification :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers in:  
Magazine / Journals (if any) :
9. Details of cost-effective:  
methods/innovative techniques  
adopted in the project :
- 10 Exposure to new material / technology:

Signature of Applicant with Seal

FORM OF BANKERS’ / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,  
The Deputy General Manager,  
(Facilities & Office Administration)  
State Bank of India,  
First Floor, C-Wing, Global IT Centre,  
Plot No.8, 9, &10, Sector-11,  
CBD Belapur, Navi Mumbai -400614

No.:

Date:

SOLVENCY CERTIFICATE

This is to certify that, to the best of our knowledge and information, M/s / Sri....., a customer of our bank, has been maintaining Savings Bank / Current Account bearing number.....with our ..... Branch, since ..... (Month and Year).

We understand from the customer that the certificate is for the purpose of Tender with your organisation. We further certify that M/s / Shri / Smt. ....is solvent to the extent of INR ..... (Rupees.....only).

This certificate issued by the Bank on the specific request of the customer and should be regarded as without any guarantee or liability, financial or otherwise, on the part of the Bank or its officials.

(Signature)

For the Bank

Note:

1. Bankers ‘certificate should be original on the letter head of the Issuing Bank duly sealed in cover and addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST FIVE YEARS  
ENDING BY 31.03.2024

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

| S. No . | Name of Work | Name of the Client (with Brief Address of Concerned Office & Contact No. and e-mail ID) | Type of Client / Owner Mention Govt. / Semi Govt. / PSU / Bank | Date of Agreement with Client | Location and Scope of the Work | Actual Value of the Work | Date of commencement as per contract & actual date of Commencement | Stipulated Date of completion & Actual date of completion | Litigation/ Arbitration pending/ In progress with details (if any) |
|---------|--------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|--------------------------------|--------------------------|--------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------|
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |
|         |              |                                                                                         |                                                                |                               |                                |                          |                                                                    |                                                           |                                                                    |

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Applicant with Seal



PERFORMANCE REPORT FOR ‘SIMILAR’ MAJOR COMPLETED WORKS  
(REFERRED TO IN ANNEXURE ‘J’)

1. Name of the work/Project & Location.
2. Scope of work.
3. Agreement No & Date.
4. Actual Value of work done :
5. Amount of compensation levied for delayed completion if any.
6. Performance report based on

|                        |                                       |
|------------------------|---------------------------------------|
| Quality of Work,       | : Excellent / Very Good / Good / Poor |
| Time Management,       | : Excellent / Very Good / Good / Poor |
| Resourcefulness,       | : Excellent / Very Good / Good / Poor |
| Financial Soundness,   | : Excellent / Very Good / Good / Poor |
| Technical Proficiency, | : Excellent / Very Good / Good / Poor |

Superintending Engineer / Chief Project Manager or Equivalent

Name of Organization:

Note :

1. The performance report is to be submitted separately for all major works mentioned in Annexure ‘J’.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.



DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION AS ON 31.03.2024

| Sr. No. | Name & Aadhar No. | Designation | EPF & ESIC No. | Educational Qualification | Professional Experience | Length of continuous service with employer in years |
|---------|-------------------|-------------|----------------|---------------------------|-------------------------|-----------------------------------------------------|
| 1       | 2                 | 3           | 4              | 5                         | 6                       | 7                                                   |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |
|         |                   |             |                |                           |                         |                                                     |

Note:

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal



DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

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

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:



Format for Self-Certification of Local Content

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ < details of services > is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

| SI No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official

Name:

Company seal:



## **SAMPLE BUSINESS RULE DOCUMENT**

### **ONLINE GEM PORTAL TENDER FOR PROVIDING HORITICULTURE WORKS AND ANNUAL MAINTENANCE CONTRACT FOR GARDENS AT STAFF RESIDENTIAL COLONY, EAST NERUL , SECTOR -13 LOCATED IN NAVI MUMBAI.**

#### **(A) Business rules for tendering:**

1. Only contractors who fulfilled the prequalification criteria shall be eligible to participate.

#### **(B) Terms & conditions of E-tendering: Through GeM portal**

SBI shall finalize the Tender through GeM portal. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. In order to ward-off any contingent situation, bidders are requested to make all the necessary arrangement / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the online tendering on GeM portal successfully.
2. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
3. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by Bank or their appointed Architects.
4. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

#### **Online E-tendering:** ON GeM Portal

- a) The Technical as well as Price Bids will be available on GeM portal during the period specified in the NIT.
- b) Online e-tendering for Price Bid submission on GeM portal shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation and Eligibility criteria mentioned hereinabove.
- c) The Price-Bid shall be made available on GeM portal wherein the contractors will be required to fill-in their Item-wise rates for each item.

- d) The Contractors are advised not to wait till the last minute to submit their online GeM portal item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
  - e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
  - f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***“Incomplete Tender”*** and shall be liable for rejection.
5. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Most Successful Bidder backs out or fail to complete the work as per the rates quoted, Bank shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.
6. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
7. **OTHER TERMS & CONDITIONS:**
- a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
  - b. The Bidder shall not divulge either his Bids or any other exclusive details of **SBI** to any other party.
  - c. SBI decision on award of Contract shall be final and binding on all the Bidders.
  - d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

**DECLARATION**

**(TO BE SUBMITTED BY THE APPLICANT ON THEIR FIRM/COMPANY'S LETTER HEAD  
ALONGWITH THEIR APPLICATION)**

The Deputy General Manager  
(Facilities and Office Administration)  
State Bank of India, GITC  
1<sup>st</sup> Floor, C-Wing  
Plot No 8,9 &10, Sector-11  
CBD Belapur, Navi Mumbai – 400 714.

I/We hereby certify that:

1. I / We have submitted PQ document strictly on the format prescribed by the SBI and are available on the GeM Portal & there is no change in formatting, number of pages etc
2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are clear & legible.
3. I / We have signed (with stamp) all the annexures / required documents before submitting the same.
4. I /We have read carefully & understood the instructions to the applicants.
5. I / We hereby understood and accordingly confirm that all Tender documents and supporting Prequalification documents/annexures etc. are required to be submitted by us strictly in the prescribed format only. In case, the Bid/documents submitted by us along with this tender is found in any other formats and not complying this condition, we hereby authorise the SBI to summarily reject our tender for which we shall not make any protest.
6. I / We have not made any modification / corrections / additions /deletions etc in the PQ documents downloaded from GeM portal by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject our Tender and also debar me / us in participating in any future tenders of SBI without any prior intimation to me / us.
7. I/We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal

**LETTER OF DECLARATION**

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

The Deputy General Manager,  
(Facilities & Office Administration)  
State Bank of India,  
First Floor, C-Wing, Global IT Centre,  
Plot No.8,9, &10, Sector-11,  
CBD Belapur, Navi Mumbai -400614

**TENDER FOR PROVIDING ANNUAL MAINTENANCE CONTRACT (AMC) FOR GARDENS AT STAFF RESIDENTIAL COLONY, SECTOR-13, NERUL (EAST) LOCATED IN NAVI MUMBAI.**

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide specified services in the said memorandum on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance in all respect with the schedule of instructions, scope of work and instruction in writing referred to in conditions of Tender, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

|   |                      |                                                                                                                                                                                                                                              |
|---|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a | Description of work  | Providing Annual Maintenance Contract (AMC) for Gardens at Staff Residential Colony, Sector-13, Nerul (East) located in Navi Mumbai.                                                                                                         |
| b | Earnest Money        | <b>₹ 49,000/- (Rupees Forty Nine Thousand Only)</b><br>( Note : Account mentioned in Notice inviting tender)                                                                                                                                 |
| c | Validity of Contract | For an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two more years similar terms & conditions after expiry of initial period subject to satisfactory performance of identified L1 bidder. |

2. Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to State Bank of India. The amount mentioned in the said conditions.

3. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the Garden work for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in clause 47 of Terms & Conditions of this tender.



4. We hereby accept that, our tender/bid is liable to be rejected without assigning any reasons thereof under no circumstances, if the quoted rate does not comply with statutory provisions viz. extant minimum wages act, ESI, EPF etc. and/or rates quoted for the consumable items specified in the tender are found to be low/unreasonable/unworkable when compared with market/wholesale rates of those items
5. .I/We, hereby, also undertake to comply with extant Minimum wages as stipulated by Central Govt. during currency of the contract.
6. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.
7. We understand that, if our tender/bid does not include minimum legal amount towards “Service charges” under ‘Others’ column and/or total amount quoted for Gadgets & Consumables is unworkable compared with Market/wholesale rate, our bid shall be liable to be rejected without assigning any reason/notice thereof in this regard.
8. I/we assure you that, we have not altered/deleted/added anything in the whole tender document resulting change of meaning in the clause. In case, if we found guilty of such things, our EMD/Security deposit shall be forfeited and contract shall be cancelled without prior notice.
9. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBI, including taking any action against us as deemed fit.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

**Signature of the Tenderer With Seal**



## AREA OF WORK

1. Maintenance of Gardens, Lawns, trees/ plants, etc and related horticulture work in the Colony campus which shall specifically include the following areas:-

| Sr. No. | Area of Work                                                                                                       | Area of Gardens/Lawns/ Trees/ Plants |
|---------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1.      | State Bank House                                                                                                   | 22,463 sq.ft.                        |
| 2.      | 'T' Tower                                                                                                          | 20,737 sq.ft.                        |
| 3.      | 'M1', 'M2' and 'S' Towers                                                                                          | 10,600 sq.ft.                        |
| 4.      | G 1 & G 2 buildings, Fountain                                                                                      | 11,997 sq.ft.                        |
| 5.      | Children Park near B blocks                                                                                        | 30,833 sq.ft.                        |
| 6.      | Garden surrounding the Fountain opposite to Children Park (surrounding of B-36)                                    | 4,000 sq.ft.                         |
| 7.      | Garden in the perimeter of road in front of old Pump House, EA-1, EA-2, children park, fountain & badminton court. | 16,671 sq.ft.                        |
| 8.      | Nana Nani Park                                                                                                     | 2,555 sq.ft.                         |
| 9.      | Perimeter of road & adjacent area in front of Highway, Reliance and Army Colony Gates.                             | 19,705 sq. ft.                       |
| 10.     | Walking Track Area                                                                                                 | 2,800 sq.ft.                         |
| 11.     | A-Opposite E-1 Building                                                                                            | 4,600 sq.ft.                         |
| 12.     | B-Near B-42 Building                                                                                               | 1,770 sq.ft.                         |
| 13.     | C-Near B-43, B-44 Building                                                                                         | 2,500 sq.ft.                         |
| 14.     | C-In front of B-10, B-11 Building                                                                                  | 2,707 sq.ft.                         |
| 15.     | D-Surrounding of Temple opposite B-19                                                                              | 3,312 sq.ft.                         |
| 16.     | E-In front of B-23, B-24 Building                                                                                  | 2,750 sq.ft.                         |
| 17.     | Bank of India side, Army Colony, D-1 Building, MTower, etc.                                                        | 28,283 sq.f.t                        |
| 18.     | Proper maintenance of plant nursery near D1 Building                                                               | 3000 sq. ft.                         |
|         | <b>Total Area</b>                                                                                                  | <b>1,88,463 sq.ft.</b>               |

- \* Neem tree forest (near pump room) : Area 2,760 sq.ft
- \* In between ground border & footpath: Area 1,956 sq.ft.
- \* No of rounding's along trees : 128 No's
- \* Also, the contractor has to maintain any other gardens, lawns, trees, etc. which shall be created in future. For minor increase in area, no additional amount shall be payable.
- \* However, if increase is more than 5% of the existing area, proportionate additional amount shall be payable, subject to proportional deployment of additional manpower.
- \* This increase shall be applicable to other part of contract value i.e. consumables, management charges, etc, within overall increase in proportional to increased area, subject to minimum 5% increase in area, as mentioned able.
- \* The work of uprooting & rehabilitation of the plants as when required . Vendor will obtained prior permission from local body/NMMC for all works.

‡ The Contractor will provide one truck load (3 brass) of Farm Yard Manure (FYM) and one truck load (3 brass) of red soil once in two months, the cost of which will be borne by the Contractor.

**PAYMENT TERMS & SUBMISSION OF MONTHLY BILLS**

The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Premises Section of RBO in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by Salary slip of employees, details of ESI & EPF deposit slip for the previous month.

|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. BILL (AS PER THE PRICE-BID FORMAT)                                                                                                                                                                                                                                                                                            | The Bill shall be submitted 5 <sup>th</sup> of every month and confirmation of payment of salary to the employees with Bank account statements shall be submitted by 10 <sup>th</sup> of every month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2. SALARY SLIP                                                                                                                                                                                                                                                                                                                   | The vendor shall compulsorily issue salary slip to every employees and supervisor in the standard format and a copy of the same should be produced along with the bill.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3. ATTENDANCE SHEET                                                                                                                                                                                                                                                                                                              | Copy of biometric attendance sheet duly verified by the project incharge should be produced along with the bill duly mention in time , out time & launch time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4. MONTHLY WAGES <ul style="list-style-type: none"> <li>• MINIMUM WAGES (BASIC +VDA)</li> <li>• EPF &amp; ESIC- 16.25%(EPF@13% &amp;ESI@3.25%) OF MINIMUM WAGES (BASIC +VDA)</li> <li>• BONUS @8.33% OF MINIMUM WAGES (BASIC +VDA)</li> <li>• LWF @Rs.6/- per day per 26 days (considering 26 working days per month)</li> </ul> | <p>The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employee’s along with bills, a copy of the same should be produced along with the bill.</p> <p>Salary should be paid to the bank account of employees. Cash payment will not be allowed. Copies of bank statement of all employees should be produced.</p> <p>The relevant account statement from the website/ account portal of EPF &amp; ESIC for having deposited this amount for the previous month to be submitted along with succeeding month’s bill failing which appropriate penal action will be taken against the erring vendor.</p> <p>The vendor should produce the bonus payment details having paid to the employees by producing the bank account statement of the employees. Appropriate penal action will be taken against the vendor, if failed to make the bonus payment as per minimum wages to the employees.</p> |

|                   |                                                                                                                                                                                                                                                                                        |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | <p>The vendor should ensure that each employee shall be given minimum 5 paid holidays annually excluding National Holidays.<br/>Appropriate penal action will be taken against the vendor, if failed to ensure this.</p> <p>The vendor should create a labour welfare fund account</p> |
| 5. Consumables    | As per price bid                                                                                                                                                                                                                                                                       |
| 6. Management fee | As per price bid                                                                                                                                                                                                                                                                       |

## INSTRUCTIONS TO TENDERER

1. **Purpose:**

Annual Maintenance Contract (AMC) for gardens.

2. **Invitation:**

The bidders desirous of taking up the project for supply of above services for SBI are invited to submit their online bids ( technical and commercial /Price proposal) through Gem portal in response to this tender. The criteria and the actual process of evaluation and subsequent selection of the Most Successful Bidder (L1) will be entirely at Bank's discretion. We seek proposals adhering to Bank's requirements outlined in this Tender, from Bidders who have the necessary experience, capability & expertise to provide horticulture works and annual maintenance contract (AMC) adhering to Bank's requirement outlined in this Tender.

This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder. The bidders have to submit the Bid covering letter along with documents as per Annexure- A

3. **Eligibility Criteria:**

Bid is open to all Bidders who fulfil the eligibility criteria as mentioned in the tender.

4. **Bidding Process:**

- a. The tender (two bid system) containing PART-A (Technical Bid) to be submitted on GeM Portal as mentioned in NIT and other Price Bid (PART-B) online to be conducted through GeM Portal. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for PART-B (Financial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

- b. The Bidder should be willing to participate in the on-line E-tendering to be conducted on GeM Portal. Bidder should also be willing to abide by the e-business rules for e-tendering framed by the Bank/GeM.

#### 4. **Disclaimer:**

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by SBI to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Instructions to Bidder, Terms & Conditions of Contract, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, SBI is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

#### 5. **Clarifications & Amendments:**

If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

## 6. Bid Integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of SBI.

## 7. Format and Signing of Bid

- i. The bidder should prepare submission as per Technical Bid, Price Bid and other requested information.
  - ii. All the required document should be shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
  - iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
  - iv. Bid should be typed and submitted on A4 size paper [Font: Arial 11].
  - v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The SBI may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
8. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.
  9. The bidders requiring any clarification on the bidding documents should submit written queries as specified in GeM portal.
  10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
  11. Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available on website as mentioned in NIT. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://sbi.co.in> (procurement news) and GeM portal.
  12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the work specified.
  13. The SBI shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the



personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.

14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
15. The Contractor shall issue identity cards/ identification documents to all its employees.
16. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
17. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
18. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
19. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
20. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
21. Tenders received after the due date and time are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
22. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
23. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
24. The rate should be quoted in Indian Currency only.
25. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period, no request for enhancement / escalation in rates shall be considered under any circumstances.
26. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

27. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
28. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
29. The bank shall not be bound to accept the most successful bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
30. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
31. The tenderer shall deposit a sum of **49,000/- (Rupees Forty-Five Thousand Only)** towards Earnest Money Deposit **along** with the tender document. This EMD (Earnest Money Deposit) shall be deposited in account (Mentioned in Notice inviting tender) along with Technical Bid.

### **Exemption of EMD**

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

### **Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.



31. No interest shall be paid on the EMD. The tenders received without EMD shall be summarily rejected.
32. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
33. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge. In addition to this, the contractor shall also arrange to supply and install Bio-metric attendance system at his own cost close to the Security Cabin or any other location approved by the Bank for maintaining daily record of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same. The personnel of the Contractor will be subjected to a thorough physical checking while coming and leaving the premises.
34. If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
35. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
36. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBI officials after performing the interview of the staff.
37. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBI.
38. Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
39. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
40. All the parts of this tender document i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
41. The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed



from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.

42. The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
43. STATUTORY DEDUCTION towards Income Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
44. The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages", as notified by Central Government of India, Ministry of Labour & Employment, to their labourers / employees directly in their Bank accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
45. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.
46. PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:
  - (i) The bidders are advised to upload required documents on e-tender portal mentioned hereinbefore by the stipulated date and time as mentioned in the NIT hereinabove. All the required documents should be signed by the authorized person(s) before uploading on e-tender portal.
  - (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and such bidders shall not be allowed to participate in price bidding for the project under any circumstances.
47. No union formation is allowed.
48. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements.
49. The quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
50. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges.
51. Right to acquire more area: The Bank at its discretion, may extend the contract to other premises(s) of the Bank, with maximum up to 25% area of the existing office premises (subject matter of this RFP). The Contractor should be willing to take up the work at the new premises, on same terms & conditions, for which additional payment would be made



to him on pro-rata basis, based upon the floor area of the new premises and manpower requirement, considering the price quoted for the current contract.

52. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose shall be eco-friendly and bio-degradable.

## **BID PREPARATION AND SUBMISSION**

The Bid is to be submitted separately for technical and Price on GeM portal for providing of \_\_\_\_\_ in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_. Documents mentioned below are to be uploaded on GeM portal:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers :-Annexure -E, Annexure -F, Annexure -G, Annexure -J, Annexure -K, Annexure -L, Annexure -M, Annexure -N, Annexure -P, Annexure -Q,

i. Price Bid for to be quoted in Indian Rupees only.

ii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) **Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.**
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by bidder / the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) **Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received. Bidder is advised to submit both bid (technical & price bid ) simultaneously.**
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids on GeM Portal.
- (l) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (m) The Bank reserves the right to reject Bids not conforming to above.

### **1. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on GeM portal, prior to the deadline prescribed for submission of technical Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of technical Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of technical Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result black listed for one years and other appropriate action as per the terms of RFP including applicable laws.



## DECLARATION AND UNDERTAKING

I, ----- Proprietor/Partner/Director/Authorized Signatory  
of am competent to sign this declaration and execute this Bid document;

i.I have carefully read and understood all the terms and conditions of the Bid and hereby convey my acceptance of the same.

ii. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Bid at any stage besides liabilities towards prosecution under appropriate law.

iii. I have apprised myself fully about the job to be done during the currency of period of agreement and also acknowledge to bear the consequences of non-performance or deficiencies in services on my part.

iv. v. Company/firm has done in past satisfactory/disciplined work and has not been indicated for any criminal or any fraudulent or anti-competitive activity has not been blacklisted in past by any client.

v. I hereby assure that we will open an office at Navi Mumbai within one month from date of award of contract

vi. I hereby assure that we will deposit as Security Deposit (SD) in the form of either as Fixed deposit or as Bank Guarantee (BG) issued by any Nationalized Bank favoring “State Bank of India” payable at Estate department, GITC SBI.

Signature of Owner/Managing Partner/Director/ Authorized signatory

(official stamp to be affixed)

Check list of documents (signed stamped and scanned copies to be attached)

Bidder firms which fulfil the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected: -

| Sl. No. | Document                                                                                                                                                               | Yes / No |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1       | Valid Labour license issued by Central Govt. or Maharashtra state Govt.<br>( Scan copy to be uploaded in GeM portal)                                                   |          |
| 2       | Technical Bid document signed and stamped<br>( Scan copy to be uploaded in GeM portal)                                                                                 |          |
| 3       | Audited Balance sheet 2021-22, 2022-23 and provisional balance sheet 2023-24. (Certified by charter accountant)<br>Scan copy of documents to be uploaded in GeM portal |          |
| 4       | Registration/Incorporation certificate<br>(scanned copy to be uploaded in GeM portal)                                                                                  |          |
| 5       | E.M.D. (Receipt of remittance of EMD should be submitted/uploaded )<br>( Scan copy to be uploaded in GeM portal)                                                       |          |
| 6       | GST registration                                                                                                                                                       |          |
| 7       | ESIC Registration                                                                                                                                                      |          |
| 8       | EPFO Registration                                                                                                                                                      |          |
| 9       | PAN Number                                                                                                                                                             |          |
| 10      | LABOUR LICENSE                                                                                                                                                         |          |
|         |                                                                                                                                                                        |          |



## GENERAL CONDITIONS OF THE CONTRACT

### DEFINITIONS:

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

**'The Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between State Bank of India and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**'Employer / Bank'** means State Bank of India having its Head Office State Bank of India, Corporate Centre, Nariman Point, Mumbai, respectively.

**'Competent Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

**'The Contractor or Contractors'** means the firm, company or person engaged by the SBI to carry out the work. It shall also include their legal representative(s), successors or assigns.

**'Site'** means State Bank of India, Staff Residential Colony, Sector-13, Nerul (East) located in Navi Mumbai., where the works are to be carried out.

**'Contract value'** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

**'The schedule of quantity'** means the schedule of quantity as specified and forming part of this contract.

**'Works'** or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

**'Month'** means calendar month.

**'Week'** means seven consecutive days.

**'Day'** means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.



Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

## 2. LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

## 3.INSPECTION OF SITE:

The tenderers are advised to inspect the premises before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing landscaping / gardening provided in the various areas of the premises.

## 4.CONTRACTOR TO INFORM HIMSELF FULLY:

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at State Bank of India, Estate Department, Global IT Centre, First Floor,C-Wing,Plot No.8,9 &10 Sector-11,CBD Belapur,Navi Mumbai-400614, as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

## 5. WORK TO BE CARRIED OUT:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

## 6. SUFFICIENCY OF TENDER:

The Contractor shall have deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

## 7. AWARD OF CONTRACT:

- (i) The SBI will award the contract to the most successful bidder who will score highest marks among all the bidders after techno-commercial evaluation whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.



- (ii) The SBI reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBI.
- (iii) The SBI reserve their rights to split the scope of work to different agencies within its sole discretion.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.

#### 8. SIGNING OF CONTRACT DOCUMENTS:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishments of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 9. WORK ORDER:

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

#### 10. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

The Successful Bidder shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of the Agreement and/or any other documents/agreements, which are required to be executed.

#### 11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of **45,000/- (Rupees Forty Five Thousand Only)** in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of State Bank of India, payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.





The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

## 12. FORFEITURE OF EMD:

Bank reserves the rights to cancel the order and forfeit the EMD if,

- b. Security Deposit is not submitted within the stipulated time;
- c. Additional security deposit, if any, is not submitted as per tender provisions
- d. Agreement is not entered within stipulated time;
- e. If the tenderer revokes his tender during the period, he is required to keep his tender open for acceptance by the Employer or
- f. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- g. Fails to commence the work within the stipulated time.
- h. Minimum Wages are quoted in the Price Bid below the wages specified by the Central Government (Chief Labour Commissioner, Ministry of Labour & Employment, New Delhi)
- i. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.

## 13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for 5% of awarded Annual contract value in the form of FDR/TDR issued by any Nationalised Bank in favour of "State Bank of India A/c M/s ..... (Name of the Contractor firm)" payable at Mumbai within fourteen days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Commercial Bank in India other than SBI in the format approved/provided by the SBI. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee

should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBI.

### 13.2 ADDITIONAL SECURITY DEPOSIT (ASD):

In case most successful bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis their quoted amount for due fulfilment of contract as performance guarantee. Such ASD could be in the form of Bank Fixed Deposit / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit / Additional Security Deposit.

14. The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

15. All activities under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz., persons authorized for and on behalf of SBI and the contractor each day on completion of work.

16. Without prejudice to any rights or remedies under this agreement if the contractor dies, the SBI authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

#### 17.INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of ₹ 5 lac each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

#### 18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.



In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

#### 19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, SBI reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

#### 20. CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

- Schedule of major equipment to be kept at site should be attached:
- The list of major equipments to be deployed by the contractor should be enclosed.
- The equipments to be kept on site should be absolutely new / serviceable.
- The contractor should ensure that the equipment provided on site are functioning at all times.
- All safety gadgets as helmet, safety belt, safety shoes etc.

#### 21. WAGES TO BE PAID:

The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed for the garden maintenance works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.



All taxes prevailing during the currency of contract shall be payable by the Horticultural Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect except GST.

That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.

The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc. and the Employer shall not be responsible for any payment towards the above components.

The following components should necessarily be present in the pay structure applicable to the house keeping staff and the break-up of same should be submitted by the Contractor in their price bid:

- Basic Pay
- D.A.
- EPF
- ESIC
- Bonus
- Any other statutory compliances in details

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories along with the price bid. **The tenders quoted without complying payment of Minimum wages as per Government of India Notification no. F. No. 1/7(3)/2023-LS-II dated 01.04.2024, along with EPF/ESI/DA, etc. shall be summarily rejected/disqualified**

## 22. PROCUREMENT OF MATERIALS:

All the materials and consumables (as per list enclosed in the BOQ of the tender) required for the work shall be supplied by the Contractor within their quoted rates only.

## 23. UNIFORM:

The contractor shall provide New Uniform twice in a year (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

## 24. PAYMENT OF BILLS BY THE BANK:

Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.



The payment of your monthly bills in respect of the captioned Contract shall be paid by the State Bank of India on the recommendations of SBI only after all documents as indicated below are submitted along with the bill:

- i) PF challan for the previous month. ii) A separate sheet mentioning the names of the staff deputed at SBI Site, iii) Wages/Salary amount credited in the Bank's account of individual,
- iv) Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- v) A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- vi) ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office. vii) The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- viii) The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI representative, as the principal Employer, every month.
- ix) GST Paid Original Bills/Invoices in support of claims of all the material duly counter signed by the Officer-in-charge/Engineer from SBI confirming the procurement and use of all such material at site.
- x) Further, the bills for reimbursement of cost of material actually supplied / brought to the respective site should be supported with the copies of "site-wise" computer generated GST paid invoices for the authorised quality, quantity and make materials from genuine source supplier only. In the absence of such supporting invoices, no claim shall be allowed.

25. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBI may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

26. If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI, the extra cost involved on this account.

27. WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays, as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

28. ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and



agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

### 29. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Byelaws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

### 30. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

### 31. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961
- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications

- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by SBI in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to State Bank of India as aforesaid shall be deemed to be deducted by State Bank of India or may be recovered by the Bank from the contractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

### 32. CONTRACT PERIOD: THREE YEARS

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor except minimum wages which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material.
- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

### 33. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.



#### 34. TECHNICAL AUDIT / SCRUTINY:

- The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Employer.
- If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

#### 35. RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of procedure adopted, record of chemicals used, details of daily record of activity carried out in the premise.

#### 36. INSPECTION BY EMPLOYER:

- The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- Rejection of work and Equipment
- The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to the specifications.
- The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the premise by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the SBI shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

#### 37 REPORTING AND RECORD KEEPING:

##### Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

##### Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

##### Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.





## Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

### 38. FORCE MAJEURE:

“Force Majeure” shall mean any event beyond the control of SBI or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

### 39. ACCIDENTS:

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized State Bank of India officials immediately after such occurrence, but in any case, not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the State Bank of India. In addition, the contractor to the authorized State Bank of India, official shall also submit periodic reports on safety from time to time as prescribed.

#### 40. LABOUR:

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- ii. The contractor shall furnish to the SBI at the intervals specified by SBI, a distribution of the number and description of labour employed in carrying out various works / activities.
- iii. The Contractor shall submit on every month to the SBI a statement showing in respect of the preceding month:
  - (a) The number of labourers employed by them on the work.
  - (b) Their working hours.
  - (c) The wages paid to them.
  - (d) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
  - (e) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.
- x. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- xi. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. xii. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract. xiii. The contractor shall pay wages to his workmen at the rates as applicable under the

Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.

- Xiv . The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill. xv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xvi. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

#### 41. TERMINATION:

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the /State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debaring them in future tendering process.
- (c) This contract shall stand terminated by efflux of time or earlier by giving 3 months advance notice by the party of its intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor / service provider is appointed by the Bank and contractor/ service provider will not be entitled to additional amount for rendering the services during the notice period.
- (d) On termination or conclusion of the instant contact, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the obligation under this contract, if any and assist in smooth transition of the service to the next contractor / service provider appointed by the Bank.

#### 42. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

Before commencing the work, contractor submit a 'SAFETY PLAN' to the authorized State Bank of India official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract SBI shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the SBI's decision in this respect.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBI or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.



The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized SBI officials: -

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized SBI official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and SBI instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor or agency. Cost of damages if any, to life and property arising out of such violation of statutory regulations and SBI instructions shall be borne by the contractor.

The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable dates

The Bank shall not be liable for any compensation in case of any fatal injury / death caused to any other Contractor's employees while performing/ discharging their duties/ visiting Bank's premises for inspection or otherwise. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

#### 43. INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure – 'V' before starting the work, indemnifying the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to nonadherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBI shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBI shall be binding on the Contractor.
- In the event of any damage to the equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

#### 44. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

**Arbitration:** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Estate) endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Estate) in writing in the manner and within the time aforesaid.

ii) The Assistant General Manager ( Estate) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Estate) submit his claims to the conciliating authority namely the Dy. General Manager (F&OA) ) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Estate).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager (IT-CH&OPS) of the Bank for appointment of an arbitrator to adjudicate the



notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager (IT-CH&OPS). It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager (IT-CH&OPS). Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager (IT-Ch &Ops) aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Navi Mumbai/ Mumbai only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the State Bank of India, Mumbai or any person for anything that is done in good faith or intended to be done in pursuance of tender.

#### **45. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

#### **46. PROPOSED WORK METHODS, SUPPLIES AND PLAN:**



The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

*The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.*

The contractor shall be required to submit for the Banks approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

#### 47. PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBI and can also claim the same in the invoice.

#### 48. INSOLVENCY:

The competent authority of the Office of the SBI, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the

debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

49. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBI in the SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

50. CORRUPT OR FRAUDULENT PRACTICES:

- The SBI as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBI of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBI, designed to establish tender prices at artificial, non-competitive level; and.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.
- The SBI will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.



- The SBI will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

51. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 15<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the SBI along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be encashed. The SBI will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of ₹1000/- per absentee per day shall be deducted from the bill(s).
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the SBI.
- An amount of ₹2,500/- will be levied as liquidated damages per day from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by SBI will be invoked.
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBI, the Contractor shall be penalized up to 5% of the monthly Bill amount which will be deducted from any bills/dues of Contractor.



#### 52. PRICE VARIATION CLAUSE:

**Price variation for Labour component:** Please note that all rates (Manpower etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates.

The Bank/SBI may consider renewal of contract for similar three terms on the same terms and conditions except minimum wages which shall be considered as per Central Government rates prevailing (irrespective of the rate quoted in bidding) at material time provided that the service rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

**Price Variation on material component:** No escalation of Material component will be allowed during the contract period.

#### 53. VALIDITY OF CONTRACT: THREE YEARS

The contract, if awarded shall be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for two similar terms after expiry of initial period of one-year subject to satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-panelling your firm etc. solely at the discretion of the SBI.

#### 54. ASSIGNMENT AND SUBLETTING:

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.

#### 55. RIGHT TO ACQUIRE MORE AREA:

The Bank at its discretion, may extend the contract to other premises/s of the Bank, with maximum up to 25% area of the existing office premises (subject matter of this Tender). The Contractor should be willing to take up the work at the new premises, on same terms &

conditions. For which, additional payment would be made to him on pro-rata basis, based upon the floor area of the new premises and manpower requirement, considering the price quoted for the current contract.

#### 56. SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- i) In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

#### 57. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### 60. Uses of mobile by the manpower during duty hour:

Man powers shall not be allowed to watch video/Whats app /social media during their duty hours. However, they may use the same for attending necessary calls. Violation of this rule may attract penalty Rs. 50/ per instance/per labour per day.

61. The contract, will be valid for an initial period of 1 (One) year from the date of Commencement of work subject to the renewal for two similar terms after expiry of initial Period of one-year within the sole discretion of the SBI subject to satisfactory Performance and not be claimed as right of the Contractor / Service Provider. In case of Breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including dpaneling the contractor / service provider solely at the discretion of the SBI.

62. If there are any complaints or Bank observes that the quality of the services rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of the Bank will be final and binding

### SCOPE OF WORK

The bidders are required to provide Maintenance of Gardens, Lawns, trees/ plants, etc and related garden work in the Colony campus which shall specifically include the following areas:-

| Sr. No. | Area of Work                                                                                                       | Area of Gardens/Lawns/ Trees/ Plants |
|---------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1.      | State Bank House                                                                                                   | 22,463 sq.ft.                        |
| 2.      | 'T' Tower                                                                                                          | 20,737 sq.ft.                        |
| 3.      | 'M1', 'M2' and 'S' Towers                                                                                          | 10,600 sq.ft.                        |
| 4.      | G 1 & G 2 buildings, Fountain                                                                                      | 11,997 sq.ft.                        |
| 5.      | Children Park near B blocks                                                                                        | 30,833 sq.ft.                        |
| 6.      | Garden surrounding the Fountain opposite to Children Park (surrounding of B-36)                                    | 4,000 sq.ft.                         |
| 7.      | Garden in the perimeter of road in front of old Pump House, EA-1, EA-2, children park, fountain & badminton court. | 16,671 sq.ft.                        |
| 8.      | Nana Nani Park                                                                                                     | 2,555 sq.ft.                         |
| 9.      | Perimeter of road & adjacent area in front of Highway, Reliance and Army Colony Gates.                             | 19,705 sq. ft.                       |
| 10.     | Walking Track Area                                                                                                 | 2,800 sq.ft.                         |
| 11.     | A-Opposite E-1 Building                                                                                            | 4,600 sq.ft.                         |
| 12.     | B-Near B-42 Building                                                                                               | 1,770 sq.ft.                         |
| 13.     | C-Near B-43, B-44 Building                                                                                         | 2,500 sq.ft                          |
| 14.     | C-In front of B-10, B-11 Building                                                                                  | 2,707 sq.ft.                         |
| 15.     | D-Surrounding of Temple opposite B-19                                                                              | 3,312 sq.ft.                         |
| 16.     | E-In front of B-23, B-24 Building                                                                                  | 2,750 sq.ft.                         |
| 17.     | Bank of India side, Army Colony, D-1 Building, MTower, etc.                                                        | 28,283 sq ft                         |
| 18      | To maintenance of plant nursery ,near D-1building                                                                  | 3000 sq.ft.                          |
|         | <b>Total Area</b>                                                                                                  | <b>1,88,463 sq.ft.</b>               |
|         | <b>Approx</b>                                                                                                      | <b>1,90,000 sq.ft.</b>               |

\* Neem tree forest (near pump room) : Area 2,760 sq.ft

- \* In between ground border & footpath: Area 1,956 sq.ft.
- \* No of rounding's along trees : 128 No's
- \* Also, the contractor has to maintain any other gardens, lawns, trees, etc. which shall be created in future. For minor increase in area, no additional amount shall be payable.
- \* However, if increase is more than 5% of the existing area, proportionate additional amount shall be payable, subject to proportional deployment of additional manpower.
- \* This increase shall be applicable to other part of contract value i.e. consumables, management charges, etc, within overall increase in proportional to increased area, subject to minimum 5% increase in area, as mentioned able.

‡ **The Contractor will provide one truck load (3 brass) of Farm Yard Manure (FYM) and one truck load (3 brass) of red soil once in two months, the cost of which will be borne by the Contractor.**

The brief details of scopes of services are mentioned below:

| S. No.   | Nature of Services                                                      | Frequency                                    |
|----------|-------------------------------------------------------------------------|----------------------------------------------|
| <b>A</b> | <b>Lawns</b>                                                            |                                              |
| 1        | Watering                                                                | Thrice a week / daily during summer          |
| 2        | Trimming, de-weeding                                                    | Monthly                                      |
| 3        | Replacement / Gap filling etc.                                          | During monsoon season / as and when required |
| 4        | Manuring                                                                | Quarterly                                    |
| 5        | Spraying / applying with eco-friendly insecticide                       | Half yearly / as and when required           |
|          |                                                                         |                                              |
| <b>B</b> | <b>Ground Cover / Planter Boxes</b>                                     |                                              |
| 1        | Watering                                                                | Thrice a week / daily during summer          |
| 2        | Trimming, de-weeding                                                    | Monthly                                      |
| 3        | De-weeding up to 5 mtr.                                                 | Half yearly / as and when required           |
| 4        | Loosening, mulching and adding good soil, manuring and fertilizing etc. | Twice a year                                 |
| 5        | Spraying with eco-friendly insecticide                                  | Yearly / as and when required                |
|          |                                                                         |                                              |
| <b>C</b> | <b>Ornamental Plants / Flower Beds</b>                                  |                                              |
| 1        | Watering                                                                | Daily                                        |
| 2        | Loosening, mulching and adding good soil, manuring and fertilizing etc. | Quarterly                                    |
| 3        | Trimming, de-weeding                                                    | Half yearly                                  |

|                                   |                                                                                                                                                            |                                                  |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 4                                 | Spraying / applying eco-friendly insecticide                                                                                                               | Half yearly / as and when required               |
| <b>D Shrubs</b>                   |                                                                                                                                                            |                                                  |
| 1                                 | Watering                                                                                                                                                   | Daily                                            |
| 2                                 | Trimming, de-weeding                                                                                                                                       | Monthly                                          |
| 3                                 | Loosening, mulching and adding good soil, manuring and fertilizing etc.                                                                                    | Half yearly                                      |
| 4                                 | Spraying / applying eco-friendly insecticide                                                                                                               | Half yearly / as and when required               |
| 5                                 | Replacement / Gap filling etc.                                                                                                                             | During monsoon season / as and when required     |
| <b>E Trees</b>                    |                                                                                                                                                            |                                                  |
| 1                                 | Watering                                                                                                                                                   | Weekly                                           |
| 2                                 | Loosening, mulching and adding good soil, manuring and fertilizing etc.                                                                                    | Half yearly                                      |
| 3                                 | De-weeding, cleaning of dry leaves etc., up to five meters                                                                                                 | Half yearly / as and when required               |
| 4                                 | Spraying eco-friendly insecticide                                                                                                                          | Yearly / as and when required                    |
| 5                                 | Trimming, pruning of branches                                                                                                                              | Preferably before monsoon / as and when required |
| <b>F Other Miscellaneous Work</b> |                                                                                                                                                            |                                                  |
| 1                                 | Sweeping & Cleaning the garden areas, lawns flower beds, hedges, parks, pathway, rocks, slopes all open and covered garden / lawn places etc. in any.      | Daily                                            |
| 2                                 | Removing the dry leaves, dry branches, barks of tree, waste plastic bottles, containers, bags and disposing in the dustbins / waste pits / dumping ground. | Daily                                            |
| 3                                 | Keeping the entire premises free from animals' menace like dog, cat, monkey menace.                                                                        | Daily                                            |
| 4                                 | Maintenance of Green House Application of pesticides, weeding replanting, cutting and sales of product like flowers and vegetables                         | Daily                                            |
| 5                                 | Developing / maintaining the nursery                                                                                                                       | Daily                                            |
| 6                                 | Maintenance of vermiculture pot, water shade model, water harvesting etc.                                                                                  | Daily                                            |
| 7                                 | Developing flower beds, planting, sowing etc.                                                                                                              | As and when required                             |
| 8                                 | Replacement of old and damaged pots of indoor plants placed in vantage point                                                                               | As and when required                             |
| 9                                 | Removing water logging in garden / lawn area                                                                                                               | As and when required                             |

|    |                                                                                                                 |                                    |
|----|-----------------------------------------------------------------------------------------------------------------|------------------------------------|
| 10 | Maintenance of shade nets, sand filters, drip and sprinkler irrigation system installed in the entire premises. | Monthly / as and when required     |
| 11 | Coloring earthen pot at garden and bottom of trees                                                              | Half Yearly / as and when required |
| 12 | Replacing of potted plants at all important places like entrance, main gate, towers, State Bank House, etc.     | Yearly / as and when required      |
| 13 | Any other work related to Garden maintenance entrusted.                                                         | As and when required               |

**MACHINES / EQUIPMENT TO BE PROVIDED:**

The above-mentioned works have to be carried in mechanized system for which the essential equipment is listed which are minimum as under:

| Sr. No. | Equipment                  | Specification                                                                          | No. of Units | Remarks                                                                                       |
|---------|----------------------------|----------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------|
| 1)      | Lawn Mower                 | Electric (single phase 230 volt, 2HP, blade side 16" cutting height 20-75 mm)          | As required  | The equipment stated in these columns will have to be provided at the site by the Contractor. |
| 2)      | Secateur                   | Teflon coated high carbon steel cutting blade with sturdy Aluminium alloy steel handle | As required  |                                                                                               |
| 3)      | Adjustable Rake            |                                                                                        | As required  |                                                                                               |
| 4)      | Hedge Shear                | Cutting blade 7", handle 9"                                                            | As Required  |                                                                                               |
| 5)      | Branch Cutter              | Teflon coated blade with sturdy handle                                                 | As required  |                                                                                               |
| 6)      | Long cutter                | 15" saw blade, 4" sawing, 1" shearing                                                  | As Required  |                                                                                               |
| 7)      | One-man electric chain saw |                                                                                        | As Required  |                                                                                               |

Note: The Vendor shall be responsible to procure adequate number of machinery / equipment, considering the area to be served.

**MANPOWER REQUIREMENT**

| Sl. No. | Manpower        | Requirement |
|---------|-----------------|-------------|
| 1       | Supervisor      | 1           |
| 2       | Gardener        | 4           |
| 3       | Gardener Helper | 7           |
|         | <b>Total</b>    | <b>12</b>   |

**MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA**

| <b>Sr. No.</b> | <b>Particular*</b>                       | <b>Manpower Category Along with Qualification</b>                                                                                                                          |
|----------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | <b>Supervisor</b><br>(General Shift)     | <i>(Highly Skilled Category)</i><br>Diploma or Graduate in Horticulture/Garden with 3 years of relevant experience in Supervising horticulture and Garden maintenance work |
| 2              | <b>Gardner</b><br>(General Shift)        | <i>(Semi-skilled Category)</i> with minimum 2 years of relevant experience in horticulture/Garden work .                                                                   |
| 3              | <b>Gardner Helper</b><br>(General Shift) | <i>(unskilled Category)</i>                                                                                                                                                |

\*Shifts/ timings etc will be as per bank's requirements, including lunch/recess time and subject to changes, in case of need.

\*\*Note: Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.

**Note:**

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.
- ii. Also, all the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- iii. In case of periodical maintenance works, timely completion of each activity/ work is necessary, without compromising quality. Wherever warranted, maintenance work to be undertaken on weekend/ holidays.
- iv. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.
- v. All the consumables should be of specified make or equivalent brand of ISI mark as approved by the SBI.





**DRAFT MEMORANDUM OF CONTRACT FOR ..... SERVICES**

(Site specific draft agreement shall be approved by the SBI prior to its execution)

THIS CONTRACT IS ENTERED AT MUMBAI ON THIS .... DAY OF ..... 20.... BETWEEN

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at ‘State Bank Bhavan’, Madame Cama Road, Nariman Point, Mumbai – 400 021, India (“SBI”), (hereinafter referred to as the ‘Bank’ which expressions shall include its successor and assigns) of the ONE PART. AND

M/s. .... a Proprietorship concern/ Partnership firm / a company registered under the provision of Companies Act 2013 having its registered office at ..... acting through its .....

{strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor/ Service Provider) which expressions shall include its successor and assigns) of the OTHER PART

All other matters, has invited offers / tenders on behalf of Bank from reputed contractors/ service providers for rendering the ..... services (the Services) at their premises located at ..... vide tender notice dated .....

Whereas, the contractor / service provider has participated in the tender process / offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the contractor / service provider has been declared as the successful AND accordingly has agreed to render their services for valued consideration.

AND WHEREAS in pursuance to the acceptance of the tender of the contractor / service provider, both parties are desirous to enter into the present contract on the terms and conditions as set forth herein.

The Bank and contractor / service provider are collectively referred to as the “Parties” and are individually referred to as a “Party.” Any reference made to male gender includes female and vice versa.

NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby agree as follows

1. That the contractor/ service provider hereby agrees to render the ..... service, at Bank’s premises located at .....

2. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Documents, Work Order and correspondence taken place between the parties shall form part and parcel of this agreement and undertakes to abide by the same.

3. The Bank will pay to the contractor/ service provider ₹ ....., subject to rendering the services and delivering goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty / reduce the payment for the services not rendered / goods not delivered as per the terms of the Tender Document / Work Order and the decision of the Bank will be final. The charges payable to the contractor/ service provider do not include the Goods &



Services Tax, but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local bodies as the case may be.

4. The contract, will be valid for an initial period of 1 (One) year from the date of commencement of work subject to the renewal for three similar terms after expiry of initial period of one-year within the sole discretion of the Bank subject to satisfactory performance and not be claimed as right of the Contractor / Service Provider. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the SBI shall have the right to terminate the contract forthwith at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling the contractor / service provider solely at the discretion of the SBI.

5. (i) The contractor / service provider has quoted the rates after duly considering the prevalent rates of minimum wages prescribed by the Central / State Government and the rates shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation / price increase, whatsoever will be considered during this period.

(ii) The Bank may consider renewal of contract for similar two terms on the same terms and conditions and provision contained in Point no. 4 above, except the minimum wages, which shall be considered as per Central Government rates prevailing at material time provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same.

(iii) No price escalation on account of material components such as horticulture/Garden, etc., will be allowed during the contract period.

6. All the material used for rendering the services should be of ISI mark produced by reputed brands / or as specified by the Bank in the tender documents and at no point of time the contractor / service provider shall use any substandard products.

7. The contractor will always maintain on his roll sufficient numbers of employees (as indicated in the Tender documents), of able body, medically fit, honest, well behaved, skilled workman and technical and supervisory staff to oversee the work to be carried out by the employees engaged by the contractor / service provider. At no point of time the contractor will employ a person below 18 years and more than 50 years of age for workmen and up to age of 55 years for Supervisors.

8. The contractor undertakes to get the antecedents of all his employees verified from the police authorities before being deployed at the Bank's premises and also obtain their proof the identity and residence and provide copies of the same to the Bank. The contractor will be liable to maintain the employee strength on the Bank's site, considering the absentees / leaves of the employees.

9. The contractor / service provider will provide list of the employees deployed at the site of the Bank with their complete address.

10. The contractor will at his own expense to get the medical examination done of the employees engaged by him, once in a year and retain on record the medical report and the ensure that, the employees deployed at the site of the Bank are not suffering from contagious/virulent diseases. No extra payment will be made by the Bank for conducting such medical examination.



11. The contractor / service provider shall be solely responsible for the good conduct and performance of the employees engaged by him. The contractor will at the request of the Bank remove from Bank's site any employees engaged by him, who may not be suitable, not trustworthy, incapable to work or who has misbehaved / not been courteous, polite with the Bank employees or customers of the Bank or any other third party while being present at the Bank's premises. The contractor will ensure that the employees employed by him, do not report to work under influence of / consume any narcotics / liquors/ psychotropic substances at the Bank's site.
12. The contractor / service provider will strictly comply with all the labour and such other statutory laws pertaining to the engagement of the employees and the contractor will be solely responsible for the acts of the employees engaged by him. The contractor / service provider will insure the employees engaged by him against risk of occupational hazards / personal injuries.
13. The contractor will be responsible for the employment, training, allocation of duties of the employees engaged by him. The contractor will only have the right to control, give directions and manage the employees engaged by him.
14. The contractor shall maintain Attendance Register and provide New Uniform (with Company's name badge) and photo ID Card, Safety Shoes, Helmet, Safety Belt, Hand Gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account. In addition to this, the contractor shall also arrange to supply and install Bio-metric attendance system at his own cost close to the Security Cabin or any other location approved by the Bank for maintaining daily record of attendance of all employees deployed at the site during the month and record thereof should be produced with monthly bills as a proof of claim for the same. The Contractor has to ensure that the employees all the time wear their uniforms, safety equipment and photo id cards while working at the premises of the Bank and also replace the worn-out uniforms / safety equipment as and when deemed necessary.
15. The contractor / services provider will bear all the expenses/ costs, stamp duty, legal fees to be incurred to execute this contract. This contract will be executed in duplicate, the Bank shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record and reference purpose.
16. The contractor / service provider will bear all taxes/ cesses, levied by Central / State government / local body and payable in respect of rendering the service under this contract.
17. The contractor/ service provider will meet the Premises & Estate Department / officer in charge once in month or at the frequency mutually agreed between the parties to assess the quality of the services rendered by the contractor/ service provider. The contractor shall be duty bound to the carry out the suggestions / observations done by the premise's department/ officer in charge. The continuance of the contract will depend upon the satisfactory performance of the service and the Bank exclusively retains the right to terminate this contract in the event the services rendered by the contractor / service provider are found to be non-satisfactory and the decision of the Bank in this regard will be final and binding, without there being incurring any liability and the Bank will also not be responsible for any loss arising out of termination of the present contract.

18. It is aptly made clear that, this contract is for rendering ..... services and it is not intended or by any means to be construed that the contractor would supply contract labour to the Bank. By this contract, it is not intended to create employer-employee relationship, or a partnership / joint venture between the parties. The persons employed by the contractor will always be the employees to the contractor and the contractor will make it clear to its employees that they will not have any right to claim service/ permanency in the Bank or salary and benefits available to the employees of the Bank.

17.(i) This contract shall stand terminated by efflux of time or earlier by giving 3 months' advance notice by the party of its intention to do so. The Bank may instruct the contractor to continue to render the services till the next contractor/ service provider is appointed by the Bank and contractor / service provider will not be entitled to additional amount for rendering the services during the notice period.

(ii) Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.

(iii) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract / tender documents / work order by the contractor or abandoning the work, the State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited / Bank Guarantee tendered by the Contractor will be invoked, besides any other action deemed fit including de-paneling the contractor or debaring them in future tendering process.

(iv) On termination or conclusion of the instant contract, as the case may be, the contractor / service provider will return the machine / equipment provided to him for performance of the

(v) obligation under this contract, if any and assist in smooth transition of the service to the next contractor/ service provider appointed by the Bank.

19. The contractor undertakes, accepts and admit the absolute and complete responsibility for the service conditions, claims, damages and other compensations payable to its employees and unequivocally assume responsibility for due compliance with all the requirements of its statutory obligation, duties and responsibilities and liabilities (including insurance policy).

19.(i) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third-party insurance policy in original, issued by any Public-Sector Insurance Company and also ensure to pay the premium on time and keep the policies valid during the currency of the contract.

(ii) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of 5 lac each, for any type of accident / incidence.

20. After completion of each month the Contractor will submit his bills to the SBI, with copies of the records / registers showing that the contractor has paid the salary to his employees and paid their statutory dues. SBI will scrutinize the bills and if found in order will recommend the Bills to



SBI for payment, who in turn will make the payment to the Contractor. No advance payments will be made to the contractors.

21. If there are any complaints or Bank observes that the quality of the services rendered by the contractor is sub-standard, not as per terms and conditions mentioned in the tender document, the Bank will have sole right to delete or reduce any items of bills before making payment to the contractor, without assigning any reasons thereof and the decision of the Bank will be final and binding.

22. In the event the contractor fails / neglects to fulfil his obligations on any day or for number of days, to the satisfaction of the Bank for any reason, whatsoever it may be, the Bank will levy the liquidated damages as per the terms and conditions mentioned in the Tender Documents, this is however without prejudice the right of the Bank to terminate this contract and also recover further damages from the money payable to the contractor.

23 (i) Any and all disputes controversies and conflicts (disputes) arising out of this contract or in connection with this contract or the performance or non-performance of the right and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall be referred for arbitration, prior to submitting the disputes to arbitration the both parties shall make all endeavours to settle the dispute(s) through mutual negotiation and discussions. In the event, that the said dispute(s) are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

(ii) The place of arbitration shall be at Mumbai, Maharashtra and the language used in the Arbitration Proceedings shall be in English. Arbitration shall be conducted by a mutually appointed Sole Arbitrator. The sole arbitrator would not be past or present employee of the parties. If the parties are unable to agree upon a sole Arbitrator, each party shall appoint one arbitrator and the

(iii) two arbitrators so appointed by parties, shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

(iv) The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act 1996 and any amendments thereof. The award shall be enforceable in any court of competent jurisdiction.

(v) Pending the submission to arbitration and thereafter, the arbitrator or the Arbitral Tribunal render the award or decision, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this contract.

23 (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the parties to the dispute to appoint another sole arbitrator by mutual consent or the arbitrator appointed by them in terms of provisions of the 23(i).

23(c) The arbitrator may from time-to-time with the consent of all the parties to the reduce / extend the time for making the arbitral award.

23(d) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion arbitrator.

23 (e) Subject as aforesaid, the Arbitration & conciliation Act, 1996, and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

24. The Bank will deduct all the taxes deductible at source and issue a certificate to that effect. Any other taxes which are directly payable by the contractor but not paid by the contractor to the respective department and if such department raises a demand on the Bank to pay such taxes, the Bank will make the payment and deduct the same from the bills payable to the contractor, if any.

25. The contractor / service provider is duty bound to obtain and retain during the currency of this present contract, all the license, clearances, certificates from the appropriate authorities under the Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder required to provide the services to the Bank. The contractor will arduously strive to confirm /comply with the Laws pertaining to Employees Provident Fund, ESIC, Bonus Payment, Payment of Minimum Wages and all other statutory requirements and submit to the Bank copies of the returns filed with the appropriate government authorities evidencing such compliance. In the event, any dispute arises out of the non-compliance on the part of the Contractor, the contractor will have to sort out such disputes at their end, without the Bank being incurring any liability thereof. The contractor will display all the charts, notices at the work place which are mandatory as the Contract Labour (Regulation and Abolition) Act 1950.

26. The contractor shall in terms of the provisions of the Section 17,18 and 19 of Contract Labour (Regulation and Abolition) Act 1950 and rules framed thereunder will provide the amenities to the employees employed by him. In case the contractor fails / neglects to provide such amenities, the Bank will provide such amenities and cost incurred for providing such amenities will be deducted from the bills payable to the contractor. The contractor will be responsible / liable to maintain all the statutory registers / records and accounts in compliance with all the statutory provision / requirements for providing services to the Bank.

27. In terms of the Contract Labour (Regulation and Abolition) Act 1950 and rule no. 72 and 73 framed there under, in case the same is applicable to the contractor, the contractor undertakes to disburse / pay by cheque or by bank transfer the minimum wages payable to its employees only in the presence of the authorised representative of the Bank and also obtain due certification from such authorised representative. Any violation of the aforesaid provisions of the law will entail the termination of the instant contract in addition to such other penal consequences.

28. Notwithstanding anything to the contrary in this contract, the contractor shall not assign it's right to any third party to perform any of its obligations hereunder and in the event of such violation, the Bank reserves it's right to terminate the present contract without prejudice to the its other rights and remedies.

29. Notwithstanding anything contained in the presents, the contractor shall be responsible for the loss caused to the Bank due to theft/ pilferage and / or damage the Bank's property, when in the opinion of the Bank, such loss has been caused due to the acts or omission, negligence, recklessness or any fault which is attributable to the Contractor or its employees / workman engaged by him for rendering the services.

30. If by any act/ ordinance / rules or statute prohibits employment of contract labour for the services as envisaged in the presents or otherwise, the present contract shall come to an end





forthwith and no compensation whatsoever will be payable to the contractor or his workman/ employees.

31. This contract, and the rights and obligations of the Parties, shall be governed by and construed, interpreted and enforced in accordance with the laws of India. Both the parties irrevocably agree that any legal action or proceedings arising out of this contract or in relation to the transactions contemplated herein, may be brought in the Courts at Mumbai having jurisdiction over the matter and both the parties irrevocably undertake submit themselves to the jurisdiction of Courts at Mumbai.

32. No change, deletion, modification, amendment, or supplement to this contract shall be binding upon a Party hereto unless made in writing and signed by duly authorized representatives of both Parties and such changes will form the part of the present contract for all purposes.

33. Any notice required or permitted to be given under this contract shall be in writing and shall be deemed given effective immediately upon the receipt thereof, as evidenced by a written record of delivery. All notices shall be sent on the addresses mentioned hereinabove, unless the parties convey the change in writing to the other.

34. The provisions of this contract shall be severable and, if any provision of this contract is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this contract, disregarding such invalid portion, will continue in full force and effect as if such void provision had not been contained in it.

35. After conclusion / termination of the contract, the contractor will remove its employees / machines deployed at the premises of the Bank and duly hand over the machines / equipment's, if any provided to the contractor to render the services in working condition, subject to normal wear and tear.

36. The contractor do hereby undertake to indemnify and hold harmless SBI and its employees against any damages, prosecution, other legal suits and claims which may arise terms and conditions of the presents and which is directly arise out of any accident taking place at the site

37. Which is directly attributable to non-adherence / negligence of safety norms, not adhering to the standard work procedures and for violating rules and regulations for which the service provider / contractor will be solely responsible.

38. Neither Party will be liable under this contract for any failure of or delay in performance of its obligations hereunder, if performance of the Party is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, Laws, or other similar causes beyond such Party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of the Force Majeure Event and only provided such Party, as soon as practicable, gives the other Party written notice of the Force Majeure Event. During the pendency of any Force Majeure Event, the Party affected shall work diligently to perform its obligations hereunder to the extent commercially reasonable.

39. The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and



confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India . The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this contract for whatever reason.

40. The competent authority of the Office of the SBI, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts
- ii) or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- iii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iv) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBI and provided also that the contractor shall be liable to pay the SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

41. Both Parties hereby represents and warrants that it has all requisite power and authority to enter into and fully perform its obligations under this contract; the execution, delivery and performance of this contract and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite action on the part of each Party; this contract has been duly executed and delivered by such Party; and is an enforceable obligation of such Party except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity.

42. The contractor / service provider hereby confirms that he has / they have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender documents, the contents of the present contract and undertakes to abide by the same.

IN WITNESS, WHEREOF, both the parties have each caused their respective hand on the present on the date mentioned above.

Witness: -

For State Bank of India

1.

2.

For the Contractor/ Service Provider





Annexure – ‘U’

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

(Site specific format shall be approved by the SBI prior to its execution)

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

B.G. No. \_\_\_\_\_ Value \_\_\_\_\_ Date:

**To**

The .....  
State Bank of India,  
.....  
.....

Dear Sir,

BANK GUARANTEE OF ₹ \_\_\_\_\_ TOWARDS SECURITY DEPOSIT FOR THE WORK OF PROVIDING ANNUAL MAINTENANCE CONTRACT (AMC) FOR GARDENS AT STAFF RESIDENTIAL COLONY, SECTOR-13, NERUL (EAST) LOCATED IN NAVI MUMBAI.

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Integrated Garden Services for State Bank of India, ..... situated at Mumbai) with SBI as mentioned vide SBI letter no..... dated .....and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of ₹.....(Rupees ..... only), to SBI ..... for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI ..... a Guarantee of a Scheduled Commercial Bank for a value of ₹..... to be valid up to (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI ..... and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the “Guarantor” (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI ..... and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI ..... immediately any sum claimed by SBI ..... under the said contract up to a maximum amount of ₹ ..... (Rupees .....only).

In case the amount demanded by SBI ..... is not paid within 24 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹...../- (Rupees



..... only).

Such payment shall be notwithstanding any right the contractor may have directly against SBI ..... or any disputes raised by the Contractor with SBI ..... or any suits or proceedings pending in any competent court or before any arbitrator. SBI's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI .....

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹ .....

This guarantee will remain valid up to ..... unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before ....., the guarantor shall be discharged from all liability under the guarantee thereafter.



We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the .....

SIGNED AND DELIVERED For & on behalf of (the above-named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)



**DRAFT INDEMNITY BOND FORMAT**

(Site specific format shall be approved by the SBI prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Mumbai on this ..... day of ..... month of year Two Thousand and ..... (20....) by M/s ..... duly represented by proprietor / one of its partners / directors Shri / Smt / Miss ....., aged ..... years, son of Shri ..... residing at ..... (hereinafter referred to as “the Contractor”)  
 In favour of State Bank of India,Global IT Centre ,Belapur Navi Mumbai.

Whereas on behalf of State Bank of India has invited open bid tenders from the contractors for Tender for Providing Integrated Horticulture and Garden Maintenance Services at .....

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by SBI, vide their letter .....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with SBI and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI. on ..... (hereinafter referred to as “the Contract”).

In consideration of SBI having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep SBI indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

**Signature of Contractor with seal**