

NIT NO	SBI/HYD/IAD/2023-24/005
DATE	11/12/2023



**STATE BANK OF INDIA
INTERNAL AUDIT DEPARTMENT
HYDERABAD**

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

Note:

Bidder should possess valid Class III Digital Signature certificate to participate in this e-tender

PART-A
TECHNICAL BID FOR PRE-QUALIFICATION
ANNUAL MAINTENANCE CONTRACT FOR GARDEN MAINTENANCE SERVICES

AT

- a) INTERNAL AUDIT DEPARTMENT, LINGAMPALLY, HYDERABAD
- b) TOP EXECUTIVES OFFICIAL RESIDENCES, SBI EXECUTIVE ENCLAVE, BANJARA HILLS, HYDERABAD
- c) TOP EXECUTIVES OFFICIAL RESIDENCES, SBI EXECUTIVE ENCLAVE, JUBILEE HILLS, HYDERABAD
- d) SBI OFFICERS' QUARTERS AT LINGAMPALLY, HYDERABAD

Last date for submission of E Tender: 15:00 hrs (IST) on 01/01/2024

The Assistant General Manager (Administration)
State Bank of India
Internal Audit Department
State Bank Nireekshan Bhavan
Lingampally
Hyderabad – 500019

Notice Inviting Tender (NIT)

State Bank of India Invites e-tenders in two bid system for Garden Maintenance Services for
State Bank of India, Internal Audit Department, Lingampally, Hyderabad

1	Availability of RFP Document including changes/amendments, if any to be issued	RFP may be downloaded from GeM Portal from 11/12/2023 to 01/01/2024 upto 15:00 hrs
2	Pre-Bid Meeting at	State Bank of India Internal Audit Department State Bank Nireekshan Bhavan, Lingampally, Hyderabad – 500 019 On 21/12/2023 between 15:00 hrs to 16:00 hrs
3	Last date and time for receipt of queries through GeM portal for clarification from bidders	By 17:00 hrs on 21/12/2023 All communications regarding points/queries requiring clarifications shall be raised through GeM Portal only
4	Date of posting of clarifications on the Bidder's queries	22/12/2023 (Clarifications shall be responded through GeM Portal. No individual communication shall be provided to the Bidder)
5	Last date and time for submission of online e-tender.	Upto 15:00 hrs on 01/01/2024 through GeM Portal
6	Contract Period	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 subject to satisfactory review and performance by the contractor and the discretion of the Bank.
7	EMD and Tender Cost Amount to be submitted at:	Rs.33,000/- (Rupees Thirty three thousand only) in the form of Demand Draft in favor of "SBI, Internal Audit Department, Hyderabad" payable at Hyderabad. EMD should be submitted physically at SBI, Internal Audit Department, State Bank Nireekshan Bhavan Lingampally Hyderabad – 500 019 before 15:00 hrs on 01/01/2024 Firms registered under MSME OR NSIC for specific trade are exempted from EMD.
8	Date and Time of opening of Technical Bid	Date: 01/01/2024 at 15:30 hrs at SBI, IAD, Hyderabad Technical Bid of those firms/contractors who do not submit EMD or MSME OR NSIC certificate shall be rejected. Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidder's representatives.

9	Place of opening of Bids	State Bank of India Internal Audit Department State Bank Nireekshan Bhavan Lingampally Hyderabad – 500 019, Telangana
10	Address for communication:	State Bank of India, Internal Audit Department, State Bank Nireekshan Bhavan, Lingampally, Hyderabad – 500 019
11	Contact person	Asst General Manager (Admin), State Bank of India, Internal Audit Department, State Bank Nireekshan Bhavan, Lingampally, Hyderabad – 500 019 Phone : 040 - 23012139 Email : agmadmin.iahyd@sbi.co.in
12	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax number 5.Mobile Number & eMail
13	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders through GeM portal who qualify in the Technical Bid. Representative of Bidder may be present during opening of Indicative Commercial Bid. However Bids would be opened even in the absence of any or all of the Bidder's representatives.

2. Purpose:

Annual Maintenance Contract for services such as Garden Maintenance etc.

3. Invitation:

The bidders desirous of taking up the project for supply of above Services for IAD are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) is subject to the evaluation criteria set forth under NIT by SBI, Internal Audit Dept. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Garden Maintenance services adhering to IAD's requirement outlined in this Tender.

This Tender document is not an offer by SBI, 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 IAD with the successful Bidder.

The bidders have to submit the Bid covering letter along with documents as per **Annexure-‘A’**.

4. Eligibility Criteria:

Bid is open to all Bidders who fulfil the eligibility criteria. The bidders have to submit the details of eligibility criteria as per **Annexure-B**.

5. 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 IAD 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. SBI 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. SBI 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 IAD with the selected Bidder.

The SBI 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 SBI's action. SBI reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

6. Earnest Money Deposit (EMD)

Bidder to submit the EMD amount of **Rs 33,000/-** (Rs. Thirty three thousand only) in the form Demand Draft in favour of "SBI, Internal Audit Department, Hyderabad" payable at Hyderabad as per date mentioned in NIT Table.

EMD (Demand Draft) should be kept in the envelope containing PART-A (technical Bid). Any bid not accompanied with the requisite EMD or MSME OR NSIC certificate shall be treated as non-responsive and is liable to be rejected. MSME OR NSIC registered contractors/firms under valid category are exempted from submitting EMD. MSME or NSIC registered bidders should submit MSME OR NSIC certificate along with Technical bid. In case the contractor/firm who is MSME or NSIC registered, becomes L-1 and subsequently backs out of the work for some reason, we shall black list them from quoting any works in SBI and also recommend to MSME OR NSIC to delist them from their registration.

The EMD of the unsuccessful bidders will be returned within 30 days from date of opening of Price bid. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the TENDERS to be floated by the SBI during next one year, at the sole discretion of the SBI.

The EMD may be forfeited:

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein: or 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; or In case of a successful Bidder, if the Bidder fails:

To sign the contract with the IAD within a period of 30 days; or

To furnish Security / Performance Guarantee to the SBI.

7. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the IAD for an amount equivalent to 5% of the Annual contract value within 15 days from the issue of work order. The BG will be valid for a period of 36 months or such other extended period as the IAD may decide for due performance of the obligations undertaken by the successful bidder.

The BG should be issued by any scheduled commercial BANK, other than SBI. A format for BG is attached as per **Annexure –E.**

The Performance bank Guarantee is required to protect the interest of the SBI against the risk of non performance of the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Bank Guarantee (BG). Also, if any act of the Contractor results in imposition of Liquidated Damages then the SBI reserves the right to invoke the Performance Bank guarantee.

8. Bidding Document:

8.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. SBI will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8.2 Content of Bidding Document

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

- 8.2.2 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.

8.3 Clarifications & Amendments:

8.3.1 If deemed necessary the SBI 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.

8.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries on or before date as per date mentioned in NIT Table.

8.3.3 At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.

8.3.4 Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in Government e Marketplace (GeM) | National Public Procurement Portal, Government of India". 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 the GeM Portal.

9. **Bidding Process:**

9.1 The tender (two bid system) shall be submitted through online (E- tendering), one containing PART-A (Technical Bid) and other Price Bid (PART-B), both to be submitted online through e-tender. 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 (Commercial Bid) opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

9.2 The Bidder should be willing to participate in the on-line E- tendering to be conducted by SBI's authorized service provider on behalf of the SBI. If required Bidders will be trained by SBI's authorized service provider for this purpose. Bidder should also be willing to abide by the e-business rules for e-tendering framed by the IAD/ Authorized service provider. The details of e-business rules, process and procedures will be provided to the bidders. The bidder should obtain digital signature for participating in e-tendering.

10. **Preparation and Submission of Bids:**

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must to be written in English.

10.2 Bidder must provide specific and factual replies to specific questions asked in the TENDER.

10.3 The bids should be uploaded directly on the GeM (Government eMarketing Portal).

10.4

i. The EMD of **Rs. 33,000/-** (Rupees Thirty three thousand only) in the form of Demand Draft in favour of "SBI, Internal Audit Department, Hyderabad" payable at Hyderabad or MSME or NSIC certificate on or before **date mentioned in NIT Table**.

ii. A letter on bidder's letterhead mentioning.

- a) Details of EMD or MSME or NSIC certificate submitted, technical competence and experience of the bidder.
- b) Certifying that the period of the validity of the bid is 90 days from the date of submission of bid.
- c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.
- d) Supporting documents in respect of Eligibility Criteria as mentioned in

Annexure-B.

iii. Bidder's information as per **Annexure –D** on bidder's letter head.

iv. Audited / Certified Balance Sheets (by Chartered Accountant) for the years 2018-2019, 2019-2020, 2020-2021, 2021-2022 and provisional / audited Balance sheet for 2022-2023, establishing the turnover criteria should be submitted.

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Bidder should submit price bid as per **Annexure – F** of the bid document through e-tendering.

10.5 **Bid prices:**

The price quoted should inclusive of escalation on account of increase in material cost during the contract period of 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 subject to satisfactory review and performance by the contractor and the discretion of the Bank., including profit, lumpsum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties & statutory levies etc. **The**

successful vendor has to submit system generated GST tax invoice incorporating Bank's GST in number and vendor GST no. Manual GST invoices will not be accepted. Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by Bank. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid

10.6 **Revealing of Prices:**

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result disqualification and rejection of the bid.

10.7 **Pre-Bid Meeting:**

The SBI shall organise a pre-bid meeting on **date mentioned in NIT Table** at State Bank of India, Internal Audit Department, State Bank Nireekshan Bhavan Lingampally, Hyderabad – 500 019, Telangana. All communications regarding points / queries requiring clarifications shall be given in writing to “The Asst. General Manager (Admin), Internal Audit Department, State Bank Nireekshan Bhavan, Lingampally, Hyderabad – 500 019”.

The clarification on the quires shall be communicated to the bidders through the email.

10.8 **Validity of Bids:**

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the SBI in writing or by FAX. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

10.9 **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 SBI may take. All the bids with accompanying documents will become property of IAD.

10.10 **Format and Signing of Bid**

10.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.

10.10.2 All pages of the Bid document should be serially numbered and 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 unamended 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.

10.10.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

In the event of the target date for the receipt of bids being declared as holiday for the SBI, 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 GeM Portal.

10.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.12 Late Submission of bids:

Any bid uploaded after the due date and time will be rejected.

10.13 Modification and Withdrawal of Bids:

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 e-procurement portal, prior to the deadline prescribed for submission of Bids.

No modification in the Bid shall be allowed, after the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period for Bid validity specified in this NIT. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of NIT.

11 Opening and Evaluation of Bids:

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

11.2 Evaluation process

11.2.1 Preliminary examination:

The bids will be examined by the SBI to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The SBI may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 PART- A Technical Evaluation:

Detailed technical evaluation will include, scrutiny of eligibility criteria (as mentioned in Annexure B) and technical information submitted and site visits.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation / E-tendering.

11.2.3 PART- B Commercial Evaluation:

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in **Annexure-F**. The commercial offer should consist of Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

Note : The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. *The price quoted should inclusive of escalation on account of increase in material cost during the contract period of initial one year and renewable at the same terms for two similar terms after expiry of initial period subject to satisfactory review and performance by the contract and the discretion of the Bank including profit , lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties & statutory levies etc.* **The successful vendor has to submit system generated GST tax invoice incorporating IAD's GST in number and vendor GST no. Manual GST invoices will not be accepted.** Any increase in minimum wages /VDA as per Central Govt Act, the same shall be reimbursed by IAD. Bonus as per Bonus act shall be reimbursed and therefore shall be not loaded in the commercial Bid.

11.2.4 Final Evaluation:

- (i) Technically qualified Bidder with lowest price quote (L-1) will be determined as a successful bidder and the work will be awarded accordingly.
- (ii) In the event that two or more Bidders quote the same Bid Price (the “**Tie Bids**”), the tender opening committee shall identify the successful bidder based on the quality of services provided by the Tie Bidders to their present client. For which the tender opening committee will visit the site of the respective Tie Bidders and will assess them as per the parameters stipulated in Annexure ‘**C**’. The Tie Bidders securing highest marks in the site visit assessment will be declared as a successful bidder and the work will be awarded accordingly.

12. Award & Signing of contract:

SBI, IAD will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders has to return the duplicate copy of the SBI within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The successful bidder shall be required to enter into a contract with the IAD, within 7 days of the award of the tender or within such extended period as may be decided by the SBI, IAD along with the letter of acceptance, BG and other terms and conditions as may be determined by the SBI to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution alongwith copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

13. Sub contracting

As per scope of the TENDER, subcontracting is explicitly prohibited.

14. Cancellation of Contract

Please refer to Sl. No. 25 Termination of Contact

15. Liquidated Damages

If Service Provider fails to perform any or all the Services within the stipulated time, schedule as specified in this NIT, the Bank may, without prejudice to its other remedies under the NIT, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 5 % of total Project Cost for delay of each week or part thereof maximum up to 10 % of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

16. Statutory and other Regulations

The Contactor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the SBI shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Contract.

17. Dispute Resolution

(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 appropriate civil remedy with the

competent civil courts located at Hyderabad, India. However, prior to approaching the Civil Courts, 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 be referred to the Competent Civil courts as mentioned above.

(ii) Pending adjudication of the dispute by the Civil Court, the parties shall, except in the event of termination of this contract or in the event of any interim order/award is granted by the Civil Court, continue to perform their obligations under this contract.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

18.1 Inspection:

The SBI shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the SBI, whose decision shall be final, conclusive and binding on the Contractor.

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by SBI. The SBI shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If SBI confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidders has received instructions from SBI as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for

additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of SBI shall prevail.

18.3 No Waiver of SBI Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the SBI/IAD will not prejudices the rights of the SBI/IAD nor shall it relieve the successful bidder from carrying only his obligation under the contract.

19. Deduction from Monthly Costs

The SBI/IAD reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials, **non attendance of agreed number of workers i.e., Garden Workers .. 10; Supervisor .. 1 – Total Manpower 11** or services have been received or noticed by the Committee specifically constituted by IAD for the purpose or Designated official of the Bank, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the IAD all costs, charges, damages or expenses which the IAD may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the IAD, failing which such costs, charges, damages or expenses including statutory payments, if any shall e deducted / recovered / set off by the IAD against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contract or may be recovered by action under law or otherwise from the Contractor or by invoking the SBI Guarantee furnished by the Contractor.

20. Period of Contract

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 subject to satisfactory review and performance by the contractor and the discretion of the Bank.

21. Commencement Period

The work has to be commenced immediately an award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work or more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder. The SBI/IAD will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

22. Manpower, Wages, etc.

- The contractor should ensure to comply with all the provisions of Labour Act/Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules , allowances, compensations, EPF, gratuity, Insurance, ESIC , etc. relating to personnel engaged by them. The SBI shall have no liability in this regard.
- The Contractor should obtain necessary labour license form statutory authorities for deploying man power.
- All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the IAD
- That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the IAD.
- The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- The documents related to submission of EPF, ESIC, salary paid, etc, to the respective statutory bodies has to be submitted along with next month bill to the IAD, Hyderabad for scrutiny.
- The contractor shall abide by "The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act-2013"

23. Safety, Security, etc.

- That the IAD shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties/ visiting IAD'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 are engaged for maintenance work.
- In no case, safety norms shall be violated.
- The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at IAD's premises. The Contractor alone shall be fully

responsible for safety and security & insurance or life insurance of their personnel.

- The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
- The Contractor shall provide and ensure that the personnel engaged by them wear proper uniform, protection gears like helmets, safety shoes, hand gloves, fully body safety belts, ladders, etc.
- The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.
- The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the IAD/SBI in whatsoever and howsoever manner or in any connection therewith against IAD/SBI now or at a future date. The contractor will at the request of the Designated official of the IAD/SBI / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the SBI or it's customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.
- The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- The Supervisor & workers shall be available and report to the concerned Bank's official every day.
- All Contractor personnel will be subjected to physical checking while coming and leaving the premises. The contractor should maintain a register of its personnel who carry out the work and such register shall be kept open for inspection by the SBI/IAD as and when required.
- The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

24. Obligation of Contractor

- Payment of wages/EPF/ESI etc to all the workers engaged by the contractor should be through an Account maintained with any Scheduled Commercial Bank which should be witnessed by an officer of the IAD and evidences should be submitted to the IAD. The payment to be made before 07th of the month
- The performance of the contractor shall be monitored by the committee based on the feedback on quarterly basis.

25. Termination of the Contract

A. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the NIT/Agreement, or any extension thereof granted by the Bank.
 - (b) If Service Provider fails to perform any other obligation(s) under the NIT/Agreement.
 - (c) On happening of any termination event mentioned in the NIT/Agreement.Prior to providing a written notice of termination to Service Provider under clause 36.A.(i). (a) and 26.A.(i). (b), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this NIT and shall also support the orderly transition to another vendor or to the Bank.
- iv. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this NIT.
- v. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to

the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

B. TERMINATION FOR INSOLVENCY:

The Bank may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

- a. If the Service Provider being an individual or a firm: Any partner in the Service Provider's firm, is 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
- b. If the Service Provider being a company: It has passed a resolution, or the any court / forum has made an order for its liquidation or a receiver or manager on behalf of the debenture holder has been appointed or such circumstances shall have arisen entitles the court / forum or debenture holders to appoint a receiver or manager.

C. TERMINATION FOR CONVENIENCE:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
 - (b) If Service Provider fails to perform any other obligation(s) under the NIT/ Agreement.
 - (c) On happening of any termination event mentioned in the RFP/Agreement. Prior to providing a written notice of termination to Service Provider under clause 36.A.(i). (a) and 26.A.(i). (b), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach

continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

26. Force Majeure

- i. Notwithstanding the provisions of terms and conditions contained in this NIT, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.

27. Governing Language

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

28. Signing of Agreement of Maintenance Contract

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful tenderer and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as

specified in this tender duly signed and stamped on each page as a token of acceptance. The agreement shall be entered by IAD.

29. **Income Tax** will be deducted on the gross amount of the monthly bill at the rates notified under Income Tax Act, 1961, from time to time by Govt. of India. TDS will be deducted as applicable from the total bill which includes cost of Manpower.

30. Necessary CAR policy for all employees who are engaged for maintenance works, for safety & security & third-party Insurance to be obtained.

31. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in NIT process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a NIT process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious mis-demeanours, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empanelled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Vendor is empanelled, due to severe deficiencies in performance or other serious

transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:

- Without prejudice to the rights of the Bank under Clause 31(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/NIT issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the NIT documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

ANNEXURE - G		
Details of Garden activities to be maintained		
S. No	Items to be maintained	Quantity
1	<p>Complete maintenance of the entire garden features having as per yard stick in the garden area i.e., lawn trees, shrubs, herbs, hedge, potted plants flowers beds, foliages, creepers etc including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticides, pesticides & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by the bank at the following locations.</p> <p>A. Entire premises of Internal Audit Department, Lingampally, Hyderabad including interior plants, rooftop, all around the premises including roads B. SBI Officers' Quarters, Lingampally, Hyderabad C. A-3, A-4 and other bungalows at SBI Executive Enclave, Banjara Hills, Hyderabad D. A1, A2, A3 Bungalows at SBI Executive Enclave, Jubilee Hills, Hyderabad</p> <p>GARDEN, SEASONAL FLOWER BEDS AND NURSERY : Forking of ground, seed sowing of approved quality and growing seedlings of good variety of flowering and foliage plants, as per the suggestions given by the Bank, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, supporting the growing plants with split bamboo supports, providing temporary sheds over the growing seedlings, grafting, applying manure, compost, chemical fertilizer, application of anti termite chemicals, insecticides, etc. rotation of soil, removing and disposal of weeds and wild growth, top dressing, watering, cutting, pruning, removing old leaves and unwanted growth.</p> <p>KEEPING OF INDOOR PLANTS : The contractor shall arrange to keep flowering and foliage plants, provided with water tray, in the corridors and inside the buildings, keeping in view of the aesthetic appropriateness and as per the suggestions given by the Bank. The contractor shall ensure that the indoor plants are kept in sun shine and are rotated and replaced with new / another plant(s).</p>	(For 12 months)

*** Proportionate amount will be deducted, if any of the above bungalows are unoccupied / or the particular gardener is absent for duty**

Skilled Supervisor : Should be a diploma in Horticulture / Agriculture with at least two year working/field experience. Should be in a position to communicate and carry instruction in English, Hindi and Telugu.

Unskilled Garden Mali: The person should have working knowledge in various horticultural and agricultural activities.

The following equipments and machinery should be available readily with the Contractor to carry out the activities.

- i. Four wheel electric Lawn Mower
- ii. Hedge Cutter
- iii. Hand drawn Lawn Mower
- iv. Sprayers
- v. Motorized saw
- vi. Fogging Machine
- vii. Water pipes
- viii. Shovels, rakes, knives, spades etc
- ix. Any other required equipment for garden maintenance.

General terms & conditions of Garden Maintenance

- a) **All the materials and minor equipments required for day to day horticulture work will be provided by the contractor in sufficient quantity and these shall be of best quality as approved by the Bank. All expenses for manure, compost, chemical fertilizer, application of anti-termite chemicals, insecticides, cost of plants & shrubs etc at actual cost, supplied on demand by the Bank, will be borne by the Bank. Major equipment for maintenance of the garden will also to be borne by the Bank.**
- b) **Cost of new plants supplied by the contractor at the request of the Bank, will be reimbursed by the bank, at actual market rate. Maintenance of the said plants will be the part of the contractor duties.**
- c) The Contractor will be obligated to meet the Garden Maintenance Committee or Designated Official of the Bank once in a month for assisting and monitoring of the Garden services rendered and for which notice will be given to his/her either in paper or by written communication.
- d) The Garden maintenance services contract shall be for the
- Entire premises of Internal Audit Department, Lingampally, Hyderabad including interior plants, rooftop, all around the premises including roads
 - SBI Officers' Quarters, Lingampally, Hyderabad
 - A-3, A-4 and other bungalows at SBI Executive Enclave, Banjara Hills, Hyderabad
 - A1, A2, A3 bungalows at SBI Executive Enclave, Jubilee Hills, Hyderabad
- e) The jobs shall be carried out at locations of the Bank mentioned as per schedule-I. No conveyance or any other allowance will be paid to the Contractor for attending complaints / carryout out maintenance activities.
- f) Entire Horticulture works shall be carried out during the working hours with required manpower with supervisor. The contractor shall also deploy required manpower in shifts for watering in summer season as well as at times as and when required as directed by the Bank's Officer
- g) The contractor shall keep at site well versed and experienced Malis / Supervisor to perform the activities and also co-ordinate with instructions of Designated official of the Bank.
- h) The Contractor shall engage required employees including supervisors for upkeep and maintenance of entire premises occupied by IAD, State Bank of India, Lingampally, Hyderabad and other premises as mentioned including roads and up to 15 feet outside the complex (including horticulture, Garden).
- i) The Contractor shall arrange for & ensure daily cleaning and other services for the entire complex as specified in Annexure K. Even if the area is not being used, the maintenance would be done at their cost as per the schedule. Contractor should submit weekly work plan for improvement of Garden to the Designated official of the Bank.

- j) The Contractor shall forward the Daily Report/ complaint register every day to the AGM (Admin)/ designated officer.
- k) The Contractor shall ensure a very high standard of garden maintenance of the entire complex at all times, with due regard to hygiene and cleanliness. Disposal of all garbage shall be the responsibility of the Contractor.
- l) The Contractor shall maintain all machinery, equipment and installations like, irrigation pipeline, foggers, drip irrigation and sprinkler irrigation system by qualified Gardener and supervisor.
- m) The Contractor shall be responsible for any loss due to theft / pilferage of / damage to the Bank's property, including any portion of the building under the Contractor's occupation, or the fittings, fixtures, furniture or other equipments entrusted in his charge, when such loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed and quantified by the AGM (Admin) or any other officer authorized in this regard.
- n) Accordingly, the Contractor shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records. In any event the damage assessed in terms of money will not exceed the cost of item/article lost.
- o) The Contractor shall provide for diseases & pest control against insects, pests, termites attack, etc. Spraying should be carried out at weekly intervals and as and when required.

The Contractor shall engage required number of trained employees for garden maintenance the contractor shall ensure that they observe cleanliness and wear neat and clean uniforms with plastic Name Badges, identity cards with photographs and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the Contractor. The Contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and or central laws shall be his responsibility. He will on the advise of AGM (Administration), immediately remove from the work any person(s) / employee(s) who may, in the opinion of the Bank are unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work in campus without the permission of the AGM (Administration).

The Contractor will pay rates and wages and observe hours of work and conditions of employment as per existing Rules, agreement and applicable laws. The contractor has to further ensure that minimum wages prescribed under law will be paid to workmen engaged by him as per the provisions of the Minimum Wages Act. He shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and he must comply with and carry out all the provisions and obligations under the said Act and the Rules & Regulations framed under the said Act; and furnish all information to the AGM (Admin) as may be required by the Act, Rules and shall indemnify the Bank against any penalties / claims from any default on his part, and the said obligation shall survive even after the termination of the agreement.

It will be the Contractor's responsibility to ensure that the obligations under the garden maintenance service contracts are duly performed and observed. The Contractor shall also designate supervisor by name that will personally check the working of garden maintenance staff every day. The Contractor shall forward the Daily Report register every day to the AGM (Admin).

The Contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints/ suggestion made by the Garden Committee Members / AGM (Admin) / DGM. The Contractor shall submit the Complaint/ suggestion Register to the AGM (Admin) every day for further putting up to the Competent Authority.

The performance of contractor would be assessed and monitored by the Bank at periodical interval with or without the assistance of external expertise as may be decided by the Bank. The contractor shall comply with such observations/feedback made and furnished for improvement of the services by him/her. **Failure to adhere to the norms and stipulations mentioned above will compel the Bank to levy penalty. The decision to levy the penalty will be the sole discretion of the Bank and the decision of Bank in this behalf shall be final and binding on the contractor.**

In the event of shortage of water supply it will be Contractor's responsibility to ensure that arrangements are made for storage of water in sufficient quantity for garden purpose. The Contractor will for this purpose ensure smooth working of the water pump, bore well, recharging of well & bore well etc.

The Contractor shall not permit the Administrative Block or the Transit Guest House Block or any portion thereof or any other area in the Bank campus to be used for residential purpose by him and / or any of his employees.

(I) The Contractor shall comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable as per the law of the land at that time.

(II). The Contractor shall accept and bear full and exclusive liability for the payment of all taxes etc now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to provision of services or arising out of or in connection with wage, salaries, or other compensations paid or payable to persons employed by the Contractor.

(III). The Contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment. of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act, Migrant labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.

(IV). The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws/ statutory provisions and or Rules/Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to

payment of Wages Act, and also for depositing the P.F. contributions, if required, with authorities concerned.

(V). The Contractor shall bind himself executors or administrators and shall indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings, "Cost, charges and or any expenses" whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract or in respect of violation of any of the provisions of Law Act Rules or regulations having the force of law or under any award or decision by any competent tribunal, court or authority in respect of the workmen or anyone employed engaged by the Contractor sub-Contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

(VI). The Contractor shall be responsible for all the claims of his employees and the employees of the Contractor shall not make and claim whatsoever against the Bank. The Contractors' workmen will not have any right whatsoever to get absorbed in the Bank.

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

(VIII). The Contractor shall obtain adequate **insurance policy/policies** in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death / injury / disablement at work etc. The Contractor shall provide Weekly off / holiday to his workmen as per applicable laws / labour laws but it will be his responsibility to ensure uninterrupted services on all days

(IX). The garden maintenance services are to be done in such timings that the working of the Bank is not disturbed in any way.

(X) In case the Contractor, or any of his employees, fails to fulfil his obligations under the provisions as per above clause no.21 for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages up to a sum of Rs.5,000/- (Rupees Five Thousand Only), per day for the entire number of such days and the Bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.

(XI)The contract shall be terminated by efflux of time or earlier, by one month's notice at the option of the Bank. The Contractor shall have the option to terminate the agreement after giving three months notice to the Bank. If during the currency of the contract, any Government notification prohibits employment of contract labour for garden maintenance services, the contract shall come to an end forthwith and no compensation shall be paid, or payable to the Contractor. Besides, if the contract is terminated as stated above the Contractor shall be entitled to the payment for the work already performed up to the date of termination.

(XII)The contractor shall undertake to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the Central / State Government or Local Body or Authority.

(XIII) Complaint of any nature reported / recorded in any of the form are to be redressed within a reasonable time prescribed / as considered reasonable by Bank. Else the penalty clause will be invoked as per **Annexure L**. In case the contractor found negligent in taking proactive measures in avoiding recurrence of these lapses penalty as per amount specified in **Annexure L** would also be levied by the Bank at its discretion.

(XIV) Contractor shall ensure that peace, order and decorum are maintained in the premises by the Contractor's employees. Any disturbance in the premises by the Contractor or his representatives / employees would render the termination of the contract without notice by the Bank.

(XV) All questions relating to the performance of the obligations under this agreement and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof, shall be referred to the Director, IAD, Lingampally, Hyderabad-500 019, whose decision shall be final, conclusive and binding on the parties to this agreement.

(XVI) The Contractor shall bear all the costs and expenses in respect of charges, including stamp duty, registration etc. of this agreement and / or any other documents / agreements, which are required to be executed.

(XVII) The Contractor shall pay wages of the employee through the saving banks account of SBI maintained by them. The bank may decide in consultation with the contractor, a transparent mechanism to ensure that paid wages are in conformity with the laws & there is no violation.

The Contractor's rate shall remain unchanged throughout the contract period.

Over and above, the other equipment which are required for Garden Maintenance Services are to be provided.

The Contractor shall be paid at monthly intervals upon presenting his bills(s) and evidence of deposit of EPF/ESI/premium and actual payment of Bonus (if any), subject to imposition of penalty for defects/deficiencies as agreed.

NOTE:

- I. Timing for carrying out work pertaining to above noted services shall be as advised from time to time by the AGM (Admin.)
- II. The staff should wear immaculate dress with company's logo and photo identity card
- III. The Payment to the contractor will be released on submission of monthly bills along with proof of adhering to the contract conditions after deducting the taxes at source.

Signature of the Tender with seal

General Responsibility of the Contractor

- i) Contractor must have a valid license under Shops & Establishment Act, 1988 (that regulates working conditions and employment conditions of the employees). The Registration certificate is issued by Labour Dept. of the State for a calendar year and it has to be got reviewed by the Contractor every year.
- ii) The Contractor shall arrange to obtain license from the appropriate authority under Contract Labour (R & A) Act Rules 1971 by applying a form IV on the basis of form V issued by the P.E.
- iii) Contractor has to maintain Register for contract labour on form 13 and submit ½ yearly returns to the ALC of labour / licensing officer. Every Contractor shall issue employment Card to his Labours form XIV within 3 days of employment.
- iv) The Contractor has to pay the minimum wages to his employees and shall also pay ESI and PF contributions and comply with all rules and regulations. The Bank will put a suitable mechanism in place to ensure payment of minimum wages, ESI and PF contribution.
- v) The Contractor must maintain the following register:-
 - A) Attendance Register on form XVI (16)
 - B) Wages Register on form XVII (17)
 - C) Leave Register
 - D) Overtime Register on form XXIII
 - E) Register of fines on form XXI (21)
 - F) Register of advances on form XXII (22)
 - G) Register of deductions on account of damage or loss caused to the employees on form XX.
 - H) Register for Contract employees on form 13.
 - I) Contractor shall submit half yearly return before 30 days of completion of half year for the previous half year on form XXIV. X. Register of overtime in form XXIII (23).
 - J) Every Contractor shall issue a wage slip on form XXIX (29) to his employee atleast 1 day prior to disbursement of wages.
 - K) All the records to be retained for a period of 3 calendar years.
 - L) Contractor shall possess own ESI code number and remit ESI contribution before 20th of every month and submit a copy of the challan to the bank.

M) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book. The first page of the book shall contain the following particulars:-

- a. Name and address of the establishment
- b. Registration No.
- c. Name of employees.
- d. Father's name.
- e. Postal address.

Contractor shall maintain the First Aid Box in the Establishment with the prescribed contents.

T.S. Labour Welfare Fund Act: The provisions of this act to be complied with.

Non Compliance of above provisions will attract penalty the contractor as per clause no.25 of special condition of contract.

Daily Responsibility of the Contractor

1. All employees of the contractor should report for duty at 8.00 A.M. everyday. The working hours will be as per the labour hours in force at the time. Various activities as decided by the Bank to be performed by Contractor's employees will be advised to the Supervisor depending upon the nature of services required.
2. All the labours of the Contractor should report for duty to the Contractor's Supervisor. All the labour of the Contractor will be supplied with ID-Card by the Contractor and photocopies of the Id-cards should be handed over to us for identification and verification by Security guards at the time of entry. All the labourers of the Contractor should always wear the Id-card inside the complex.
3. A system of checking the quality of services by the Contractor will be as under:-
 - i) Supervisor of the Contractor will visit Bank's garden area including roads, pathways, lawn and nursery area daily twice with a representative of Garden Committee or Designated Officer, in the morning & afternoon and record their findings on a register.
 - ii) The above registers will be maintained at the Administration department. As per records of the registers AGM (Admin) will arrange to impose penalty for not adhering to terms and conditions of contract, at the time of release of payment to the Contractor every month.

NOTE : The applicants may verify the premises on any working day between 10.00 to 15:00 hrs.

ANNEXURE K

Schedule of Garden Maintenance Services

					* Periodicity
S.No	Specific details of job works	* D	* W	*M	*Q
1	Sweeping/Cleaning the garden areas of roads, lawns flower beds, hedges, parks, pathway and rocks, slopes, all open and other uncovered places etc. if any.	√			
2	Removing the dry leaves, dry branches / barks of tree / waste plastic bottles / containers / bags/ and disposing in the dustbins/ waste pits / dumping ground.	√			
3	Watering the plants / hedges/ shrubs/Lawns	√			
4	Soiling / top soiling the flower beds Lawns	√			
5	Spreading and spraying pesticides, fungicides and applying fertilizers manures		√		
6	Developing flower beds, planting, sowing, raking, mulching, cutting, stems for vegetative propagation, pruning and trimming of trees.	√			
7	Replacement of new pots of indoor plants placed in vantage point		√		
8	Keeping the entire premises free from animals menace like dog, cat menace, monkey menace and removing water logging.	√			
9	Maintenance of garden equipments like mowers, shovels, rakes, knives, spades, water pipes. Fire extinguisher pipes etc., (as and when required)	√			
10	Coloring pots (earthen pot at garden) and bottom of trees, replacing of potted plants at all important places like entrance, main gate, Corridors, etc.			√	
11	Control of weed and removal of unwanted plants from the Orchard flower beds like rosary etc,	√			
12	Application of fertilizer, manures to Fresh plants, rose garden flower beds twice in a year			√	
13	Maintenance of irrigation system installed in the entire premises	√			
14	Pruning, trimming of shrubs & trees, climbers etc. planted in the Bank and cleaning 15 feet out side boundary wall to give good look.			√	
15	Maintenance of lawns of the premises	√			
16	Any other work entrusted as and when needed etc.,	√			
17	Desalting of water storage ponds				√
18	Cutting of Branches of big trees to maintain premises look				√
19	Colouring of trees & pots				√

Format of Register for Schedule of Garden Maintenance Services

Periodicity: Daily

S.No	Specific details of job works	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Sweeping/ Cleaning the garden areas of roads, lawns flower beds, hedges, parks, pathway and rocks, slopes, all open and other uncovered places etc. if any															
2	Removing the dry leaves, dry branches / barks of tree / waste plastic bottles / containers / bags/ and disposing in the dustbins/ waste pits / dumping ground.															
3	Watering the plants / hedges/ shrubs/Lawns															
4	Soiling / top soiling the flower beds Lawns,.															
5	Developing flower beds, planting, sowing, raking, mulching, cutting stems for vegetative propagation, pruning and trimming of trees.															
6.	Keeping the entire premises free from animals menace like dog, cat menace, monkey menace and removing water logging.															
7	Maintenance of garden equipments like mowers, shovels, rakes, knives, spades, water pipes. (as and when required)															
8	Control of weed and removal of unwanted plants from the Orchard flower beds like rosary etc,															
9	Maintenance of irrigation system installed in the entire premises															
10	Maintenance of lawns of the premises															
11	Any other work entrusted as and when needed etc.,															

Schedule of Garden Maintenance Services - Periodicity: Weekly

S.No	Specific details of job works				
1	Spreading and spraying pesticides, fungicides and applying fertilizers manures				
2	Replacement of new pots of indoor plants placed in vantage point				

Schedule of Garden Maintenance Services - Periodicity: Monthly

S.No	Specific details of job works	
1	Upkeeping pots (earthen pot at garden) and bottom of trees, replacing of potted plants at all important places like entrance, main gate, etc.	
2	Application of fertilizer, manures to Fresh plants, rose flower beds twice in a year	
3	Pruning, trimming of shrubs & trees, climbers etc. planted in the Bank to give good look.	

Schedule of Garden Maintenance Services - Periodicity: quarterly

S.No	Specific details of job works	
1	Desalting of water storage ponds	
2	Cutting of Branches of big trees to maintain premises look	
3	Colouring of trees & pots	

STRUCTURE OF PENALTIES FOR DEFICIENCY IN SERVICES

S. No	Nature of Deficiency	Penalty		
		For 1 st Instance in a month	For 2 nd Instance in a month	For 3 rd Instance in a month
1	Sweeping/ Cleaning the garden areas of roads, lawns flower beds, hedges, parks, pathway and rocks, slopes, all open and other uncovered places etc. if any	500.00	1,000.00	1,500.00
2	Removing the dry leaves, dry branches / barks of tree / waste plastic bottles / containers / bags/ and disposing in the dustbins/ waste pits / dumping ground.	500.00	1,000.00	1,500.00
3	Watering the plants / hedges/ shrubs/Lawns	500.00	1,000.00	1,500.00
4	Soiling / top soiling the flower beds Lawns, developing flower beds, planting, sowing, raking, mulching, cutting stems for vegetative propagation, pruning and training of trees.	500.00	1,000.00	1,500.00
5	Keeping the entire premises free from animals menace like dog, cat menace, monkey menace and removing water logging.	500.00	1,000.00	1,500.00
6	Maintenance of garden equipment's like mowers, shovels, rakes, knives, spades, water pipes. (as and when required)	500.00	1,000.00	1,500.00
7	Control of weed and removal of unwanted plants from the Orchard flower beds like rosary etc,	500.00	1,000.00	1,500.00
8	Application of fertilizer, manures to Fresh plants, rose garden flower beds twice in a year	500.00	1,000.00	1,500.00
9	Pruning, training of shrubs & trees, climbers etc. planted in the Bank to give good look.	500.00	1,000.00	1,500.00
10	Maintenance of lawns of the premises	500.00	1,000.00	1,500.00
11	Replacing of indoor plants	500.00	1,000.00	1,500.00
12	Any other work entrusted as and when needed etc.,	500.00	1,000.00	1,500.00
13	Upkeeping pots (earthen pot at garden) and bottom of trees, replacing of potted plants at all important places like entrance, main gate, etc.	500.00	1,000.00	1,500.00
14	Application of fertilizer, manures to Fresh plants, rose flower beds twice in a year	500.00	1,000.00	1,500.00
15	Pruning, training of shrubs & trees, climbers etc. planted in the Bank to give good look.	500.00	1,000.00	1,500.00
16	Desalting of water storage ponds	500.00	1,000.00	1,500.00
17	Cutting of Branches of big trees to maintain premises look	500.00	1,000.00	1,500.00
18	Colouring of trees & pots	500.00	1,000.00	1,500.00
19	Non cleaning of 15 feet space outside the boundary wall	500.00	1,000.00	1,500.00
20	Non weeding of particular area of Garden	500.00	1,000.00	1,500.00
21	Non Weeding/cleaning of unutilized area of Garden	500.00	1,000.00	1,500.00
22	Non submission of daily report	500.00	1,000.00	1,500.00

23	If required no. of workers goes below approved number (daily) per instance	1,000.00	2,000.00	3,000.00
24	Non disposal of garden garbage daily	2,500.00	5,000.00	7,500.00
25	Violating of any terms and conditions/specifications/stipulations made in the agreement	5,000.00	7,500.00	10,000.00
26	If contractor is not present for the Monthly Meeting on Garden Maintenance	2,500.00 (1 st instance)	5,000.00 (2 nd instance)	7,500.00 (3 rd instance)
27	Non submission of monthly invoice along with statement of account of workers, challan and list of EPF, ESIC paid before 10 th of ever month	Rs. 15,000.00		

The above list of deficiencies is illustrative. Any deficiency/short fall other than the above list, observed by the Committee/Authorised Official the Bank will impose the penalty of Rs. 2,000.00 (1st Instance), Rs. 3,500.00 (2nd Instance), Rs. 5,000.00 (3rd Instance).

If the deficiency occurs more than three instances for single/multiple items of above list in a month, the penalty maybe the Termination of Contract at the discretion of IAD or Rs. 30,000.00 per instance.

CERTIFICATE

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in Offices/ Official Residences under SBI, IAD, Lingampally, Hyderabad for Annual Maintenance Contract for Garden Maintenance work for the Month.....Year 2023

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

Signature with seal of the Contractor

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

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

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

Place :

Date :

Signature with seal of the Contractor

Name in Capital Letters:

Address:

UNDERTAKING

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

Place :

Date :

Signature with seal of the Contractor

Name in block letters:

Address:

PROPOSED MANPOWER FOR GARDEN MAINTENANCE SERVICES AT OFFICES/ BUNGALOW/ RESIDENCES UNDER SBI-IAD, LINGAMPALLY, HYDERABAD

Description of Manpower	Description	Category of manpower	Minimum Employees proposed	No of days
Skilled Supervisor	General Shift only	Skilled	1	26
Garden workers	General Shift only	Un Skilled	10	26

*** Any Increase in VDA component of the minimum wage would be paid whenever it is increase by Govt. of India.**

*** Minimum 26 days per calendar month.**

*** The contractor shall provide a Substitute if a person is absent from duties..**

*** General shift timing 8AM to 4PM**

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To

**The Assistant General Manager (Administration)
State Bank of India
Internal Audit Department
State Bank Nireekshan Bhavan
Lingampally
Hyderabad - 500019**

Sir,

Our Bid for _____

We have examined the above NIT, 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 the desired services detailed in this NIT. We shall abide by the terms and conditions spelt out in the nit.

2. 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.
- Price quoted by us have been arrived at without agreement with any other Bidder of this NIT for the purpose of restricting competition.
- Price quoted by us have not been disclosed and will not be disclosed to any other Bidder responding to this NIT.
- 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 mentioned in this NIT in our price Bid.
- The rate quoted in the price Bids are as per the NIT and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- We have submitted only one Bid for the NIT.

3. 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".

4. 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.

5. 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.

6. 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 NIT. 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 NIT without prejudice to any other rights available to the Bank.

7. We certify that while submitting our Bid document, we have not made any changes in the contents of the NIT document, read with its amendments/clarifications provided by the Bank.

8. We agree to abide by all the NIT terms and conditions, contents of Agreement as per template available at Annexure - H of this NIT and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the NIT, which shall remain binding upon us. We further authorise the SBI, IAD to seek reference(s) from our Banker(s).

9. 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.

10. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

11. We hereby certify that on the date of submission of Bid for this NIT, we do not have any past/ present litigation which adversely affect our participation in this NIT, 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. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.

12. We understand that You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

- i. SBI may follow open bidding process as per requirement.
- ii. 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.

13. We understand that the Commercial Bidding process will be through an e-procurement e-tendering process. The online e-tendering will be conducted by the SBI or a company who have been authorized in this regard by the SBI. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process bid for Annual Maintenance contract for Garden Maintenance Work.

II CERTIFICATE:

I/We read and understood all conditions and requirements of SBI, IAD, Hyderabad for providing garden maintenance services. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the NIT document.

Yours faithfully,

for:

Signature: Name:

Seal of Company

ANNEXURE-B

1. Qualification criteria:

- a) 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:

S.No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company/ LLP registered under Companies Act. With an experience of minimum 05 years in the field of Garden Maintenance.	<p>In case of Proprietary copy of the GST Registration certificate / In case of firms Copy of the firm registration Certificate / 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.</p> <p>In case of LLP Company, copy of certificate on incorporation, LLP Agreement, PAN/GST Registration Certificates.</p> <p>The bidder has to submit an experience certificate from a PSU/Corporate entity etc.,</p>
2	<p>Handled minimum 3 (three) single completed annual contracts in commercial complexes for Garden Maintenance in <u>anywhere in India</u> with each contract having value of not less than Rs 13,00,000/- .</p> <p>Or</p> <p>Handled minimum 2 (Two) single completed annual contracts in commercial complexes for Garden Maintenance in <u>anywhere in India</u> with each contract having value of not less than Rs 17,00,000/- .</p> <p>Or</p> <p>Handled minimum 1 (one) single completed annual contracts in commercial complexes for Garden Maintenance in <u>anywhere in India</u> with each contract having value of not less than Rs 26,00,000/- .</p>	<p>Copy of the work order and work completion certificates issued by the principal Employers specifying the below criteria's for the works carried out during the period from 01/04/2018 to 31/03/2023.</p> <ol style="list-style-type: none"> 1.Scope of work. 2.Contract value. 3.No. of staff deployed by the contractor for the contract. 4. Period of the contract for completed. 5.Monthly payment <p>Note: (i) Renewal of annual contracts shall be considered as a single contract.</p> <p>Copy of agreement should be enclosed.</p>

	<p>“Similar Completed Work” under this clause shall mean successful completion of Garden Maintenance (Single work Order) for commercial buildings of the Scheduled banks, Financial Institutions, Central & State Govt. Departments/Organisations, Public Sector Undertakings, Multi National Company and Public (listed) Limited Company.</p>	
3	<p>The bidder should have a minimum average annual turnover of Rs. 10,00,000/- for the best three financial years out of 5 previous financial years (as on 31-03-2023). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2018-2019, 2019-2020, 2020-2021, 2021-2022, and provisional / audited Balance sheet for 2022-2023, establishing the turnover criteria should be submitted.</p>	<p>(i) Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts.</p> <p>(ii) Copies of returns submitted to the Tax authorities such as IT & Service Tax etc.</p> <p>iii) Bank A/c details viz., Bank Name & Address, IFSC Code etc.</p> <p>(iv) Recent Annual Return submitted to the Labour Commissioner.</p>
4	<p>Bidder should have Office at Twin cities of Hyderabad and Secunderabad only at the time of submission of Bid.</p>	<p>Address Proof of the firm should be submitted.</p>
5	<p>The bidder should not have been disqualified/debarred/blacklisted during last 3 years from any Government, Semi-Government, 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>

The bidder should have (i) Valid labour licence under section 12(1) of the Contract Labour Regulation and Abolition Act, 1970. (ii) Registered with ESI, EPF, GST etc authorities and must be in possession of Permanent Account No (PAN).

A copy of the Documentary evidence 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.

Signature
Seal of Company

SITE VISIT EVALUATION MATRIX

Site Visit Assessment		Max. 50 Marks
(a)	Level of general cleanliness, Mechanization of operations, Garden maintenance & upkeeping services	0 to 10 Marks
(b)	Bidder having qualification in horticulture/other agriculture science a) Post Graduate/Graduate in Horticulture b) Diploma in Horticulture c) Post Graduate or Graduate in other agriculture sciences	0 to 10 Marks
(c)	Quality of Manures & Pesticides used (standard brand, eco-friendly and bio-degradable) as well as tools & equipment deployed for the services	0 to 10 Marks
(d)	Proper Uniform (with Company’s name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves provided to the manpower at site	0 to 5 Marks
(e)	Redressal of complaints & Record Keeping	0 to 5 Marks
(f)	Feedback from Client	0 to 10 Marks

BIDDER DETAILS

Details of the Bidder

1. Name of the Firm:
2. Date of Incorporation and / or commencement of business:
3. Certificate of incorporation:
4. Brief description of the Bidder including details of its main line business:
5. Company website URL, if any
6. Particulars of the Authorized Signatory of the Bidder
 - a. Name:
 - b. Designation:
 - c. Address:
Phone number (Landline):
 - d. Mobile Number:
 - e. Fax Number:
 - f. Email Address:
7. List of important work executed by the organization/contractor during the last 3 years

Signature

Seal of Company

Format for Performance Guarantee
BANK GUARANTEE

The AGM (Admin),
State Bank of India
Internal Audit Department
Lingampally, Hyderabad

(Hereinafter referred to as "IAD")

Whereas consequent to your Notice Inviting Tender dated _____ you have awarded the contract vide letter No. _____ dated _____ to M/s _____ having its Corporate Office at _____ (hereinafter referred to as "the Contractor") to _____. Whereas as per the payment terms of the said TENDER the Contractor has to submit a Bank Guarantee from any scheduled commercial Bank, other than SBI in favour of you.

And whereas, we, _____ IAD, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertaken and Guarantee to pay to you, a sum not exceeding Rs. _____ /- (Rupees _____ only) , in the event of any breach by the Contractor of the obligations under the contract , or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____ /- (Rupees _____ only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to IAD within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the IAD that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the IAD, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs _____ /- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of ____ years up to _____ unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:
Place:

For_____

NIT NO	SBI/HYD/IAD/2023-24/005
DATE	11/12/2023



**STATE BANK OF INDIA
INTERNAL AUDIT DEPARTMENT
HYDERABAD**

PART-B

TWO BID TENDER SYSTEM THROUGH E-TENDERING PROCESS

Note:

Bidder should possess valid Class III Digital Signature certificate to participate in this e-tender

COMMERCIAL PRICE BID

ANNUAL MAINTENANCE CONTRACT FOR GARDEN MAINTENANCE SERVICES

AT

- a) INTERNAL AUDIT DEPARTMENT, LINGAMPALLY, HYDERABAD
- b) TOP EXECUTIVES OFFICIAL RESIDENCES, SBI EXECUTIVE ENCLAVE, BANJARA HILLS, HYDERABAD
- c) TOP EXECUTIVES OFFICIAL RESIDENCES, SBI EXECUTIVE ENCLAVE, JUBILEE HILLS, HYDERABAD
- d) SBI OFFICERS' QUARTERS AT LINGAMPALLY, HYDERABAD

The Assistant General Manager (Administration)
State Bank of India
Internal Audit Department
State Bank Nireekshan Bhavan
Lingampally
Hyderabad - 500019

COMMERCIAL PRICE BID

To
The AGM (Admin)
State Bank of India
Internal Audit Department,
Lingampally,
Hyderabad

Sir,

COMMERCIAL PRICE BID:
**TENDER FOR PROVIDING GARDEN MAINTENANCE CONTRACT AT OFFICES/
PREMISES/RESIDENCES/QUARTERS UNDER SBI, INTERNAL AUDIT DEPARTMENT,
LINGAMPALLY, HYDERABAD**

With reference to your Notice Inviting Tender No. SBI/HYD/IAD/2023-24/005 for providing Garden Maintenance Contract for your SBI, IAD, Lingampally, Hyderabad, we give below our commercial prices:

A	Cost for Manpower requirement Unskilled : 10 Skilled (Supervisor) : 01 Total : 11 Person(s) as per Annexure-P	Minimum wages shall be paid as per the prevailing rates as fixed by the Govt. of India from time to time by the contractor and claim the same as reimbursement based on monthly average of attendance of skilled/ unskilled staff.	
B	Garden Tools cost like Grass/Lawn mowers, cutting machines and other equipment etc	monthly	Rs.
C	Cost for Insurance, Gum Shoes, Uniform for staff, etc	monthly	Rs.
D	Contractor's service charges	monthly	Rs.
	Total cost for one month	(B+C+D)	Rs.
Total in words : Rupees			

NOTE: Bidder should include cost for Insurance, personal protective equipment, uniform, required tools & machineries etc. GST amount should not be loaded in the Commercial Bid and shall be paid extra as applicable, by IAD. The successful vendor has to submit system generated GST tax invoice incorporating IAD's GST in number and vendor GST no. Manual GST invoices will not be accepted. Bonus amount as per Bonus Act will be reimbursed and should not be loaded in the Commercial Bid.

2. Man Power requirement is indicative. It may vary plus or minus 10%.

Dated this _____ day of _____ 2023
For and on behalf of _____ (With seal)
Signature _____
Name _____
Designation _____

Firm Name with seal: