

PART-1
(Technical Bid)

TENDER DOCUMENT

FOR

**ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE
SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT
STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM**

Last date of submission of Tender: 16.12.2025 up to _15 hours

Opening of Technical bids: 18.12.2025

Place: Gurugram

Date : 24.11.2025

Assistant General Manager (Admin)

STATE BANK ACADEMY

Gurugram

NOTICE INVITING TENDER

Tender ID: SBA/ADMIN/2025-26/15

ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM

State Bank of India, Academy, Gurugram invites online Tenders from Horticulture contractors. The details of tender are as under

1.	Name of Work	Tender for ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM (Details as per the tender documents)
2	DATE AND DURATION OF FILLING BIDS ON GeM PORTAL	Duration as per GeM bid BIDS WILL BE ACCEPTED ONLY ON GeM portal
3	a) Tender invitation	15 days
	b) Tender technical bid opening	As per GEM
	c) Technical bid clarification time	As per GEM
	d) Price bid opening	As per GEM
	E) Pre Bid Meeting	At Admin Department, State Bank Academy, Plot No-77, Sec-18, Gurugram-122015 Date 01.12.2025 , Time: 11 AM
4	a) Earnest Money Deposit (EMD) (approx. 1% of the	<i>Rs.50900/-(Rupees Fifty Thousand Nine Hundred Only)</i> in the form of Demand Draft issued only by

1 Years Contract Value excluding GST)	any Nationalized/Scheduled Bank drawn in favour of State Bank Academy, Gurugram payable at Gurugram to be sent to Assistant General Manager (Admin), State Bank Academy, Gurugram on or before the last date & time for online submission of e-tender. The requirement of EMD shall be exempted for Micro and Small enterprises and start-ups with uploading valid MSME/UDYAM registration certificate.
b) Experience	The company must have minimum 2 years of experience as detailed in the tender documents before the bid opening date, in “PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES” Copy of documents as per Experience criteria be uploaded as proof of experience.
c) Minimum Turnover (Average annual in last three financial years 21-22, 22-23, 23-24) Provisional of 24-25 may also be considered on producing valid CA certificate.	15 Lakh and above
d) Full fledged office	The bidder must have full-fledged office/service center/Branch office in any of location with-in geographical area of Gurugram and/or Delhi. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc to be uploaded. Electricity bill should not be more than 3 months old from tender floating date (To ascertain that the service center/Office/Branch office is full-fledged, bank may visit the said office at its own discretion) or the vendor must submit the undertaking to open the office with-in geographical area of Gurugram or Delhi within 2 months of award of work.
e)	The company should have completed “Annual Maintenance Contract for providing Horticulture

		<p>Services including Pots & Hanging Pots maintenance” as below</p> <p>either of the following:</p> <ul style="list-style-type: none"> • At least one similar work of minimum Rs.40.69 lakh (Annual Contract Value) or above excluding GST or • At least two similar work each of minimum Rs.25.43 lakh (Annual Contract Value) or above excluding GST or • At least three similar work each of minimum Rs.20.34 lakh (Annual Contract Value) or above excluding GST <p>In at least one of the last five financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any Central Govt. Dept. or State Govt. Dept. or Semi Govt. Dept. or PSU or Public sector Banks or Public limited (Listed) Company. Following documents should be submitted: 1. Completion Certificate (s) OR Copy of dully certified bill (s)/Invoice from client.</p>
5	Initial Security Deposit (ISD)	2% of the total value of the contract in addition to Earnest Money (without GST value) to be submitted in the form of DEMAND DRAFT taken from a scheduled commercial Bank in FAVOUR “ State Bank Academy-Gurugram, Plot No-77, Sec-18, Gurugram-122015 and payable at Gurugram. within 7 days from the date of receipt of the work order.
6	Security Deposit (SD)	5% of the annual contract value.
7	Total area of the premises	11 Acre approx..

8	Income Tax and GST	As per relevant clause in the tender document
9	Validity of Offer	90 days from the date of opening the Tenders
10	Liquidate Damage(LD)	At the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value.
11	Terms & mode of payment	As per relevant clause in the tender document
12	Place of opening of tender	Admin office, State Bank Academy, Plot No-77, Sec-18, Gurugram-122015.
13	Contact person (SBI)	1) Surender Kumar, CM (Estate) surender.indaura@sbi.co.in Mob.9999468305
14	Performance guarantee:	1. NA
15	Documents to be uploaded on GEM Portal	<ol style="list-style-type: none"> 1. Complete tender document signed and stamped. 2. Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 4(b) 3. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT Sr. No: 4 (e), Copies of same to be uploaded in the GEM portal. 4. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc to be uploaded to certify full-fledged office criteria as defined in this NIT (S.No. 4 (d)). 5. Other documents as per GEM criteria stating turnover, etc (CA certificate etc).

1 6	Period of Contract	Initially for a period of one year from the date of commencement of the contract. The contract may be renewed for further two year period, one year at a time, subject to satisfactory performance on same rates, terms and condition.
1 7	Last date for submission of online bid on GeM portal	Last date and time as per GeM bidding document. Contractors shall Download the entire Technical Bid from the bank's website www.sbi.co.in under e-procurement or GeM Portal and to get acquainted with the terms and conditions and upload duly stamped & signed bid on GeM Portal
1 8	DATE FOR AVAILABILITY OF TENDER DOCUMENT ON BANK'S WEB SITE	From 24.11.2025 to 16.12.2025_ which can be downloaded from Bank's website https://sbi.bank.in/web/sbi-in-news "Procurement News.
1 9	Date of Commencement of work	15 days from the issue of workorder or the date of handing over site whichever is later.

***(For MSME vendor(s) in possession of proper certificate issued by the appropriate authority, provisions of EMD will be governed by the applicable GOI orders)**

- In case the date of opening of tender is declared as a holiday, the tenders will be opened on the next working day at the same time.
- Tenders received without EMD shall be summarily rejected.
- SBA, Gurugram reserves all rights to accept or reject any or all the tenders in part or whole without assigning any reasons thereof and no correspondence shall be entertained in this regard.
- The Bidders disqualified/debarred/terminated by the SBI during the last five years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.
- Also, bidders who are already in litigation with the Bank shall not be eligible to apply/quote.
- SBI reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.

- Any corrigendum/addendum in the matter will be published in Bank's Website <https://sbi.bank.in/web/sbi-in-the-news/procurement-news>.

AGM (Admin)

2. TENDER SCHEDULE

Availability of Tender document in Bank's web site: 24.11.2025 to 16.12.2025

Site Visit: Prospective bidder may visit the site with prior appointment with Mr. Navneet Kumar, Dy. Manager, Admin Dept. Mobile No. 9560099523 email Navneet.kumar5@sbi.co.in from 10:30 AM to 04:00 PM), except on Weekly off and Holidays

Date and time of Pre-Bid Meeting : 01.12.2025 at 11:00 AM at the office of Assistant General Manager (Admin), State Bank Academy, Plot No. 77, Sector-18, Gurugram- 122015

Last date and time for submission of tender : 16.12.2025 up to 3.00 pm

Date and time of opening of Technical Bid :18.12.2025 at 11.00 AM

Address for Communication : Assistant General Manager (Admin), State Bank Academy, Plot No. 77, Sector-18, Gurugram- 122015

Invitation For E-Tenders For Providing Horticulture Services Including Pots & Hanging Pot Maintenance Services At State Bank Academy, Plot No. 77, Sector-18, Gurugram-122015

State Bank Academy (SBA), Gurugram, an Apex Training Institute of State Bank of India intends to select vendor for **FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES** from reputed licensed organization having sound financial capacity, required experience / expertise, adequate qualified personnel for rendering the above services subject to their complying or agreeing to comply with the following terms and conditions.

The invitation for tender document contains 46 pages serially numbered_____. Each page of the tender documents should be signed and stamped with the rubber seal of the establishment.

The basic pre-qualification/technical qualification criteria to be filled by the applicant are appended:-

1. The applicant for tender must be a Registered/Licensed Organization Public Ltd. /Private Ltd. /Partnership firm/Sole proprietor/Individual.
2. The applicant should have minimum 02 years' experience and technical expertise in the field of Horticulture Services including pots & hanging pots maintenance services.
3. a) The applicant must produce relevant documentary evidence along with the Pre-Qualification Tender (**PQT**) application form.

b) Non-disclosure of relevant information or furnishing of incorrect information/ documents will suffer disqualification.
4. The applicant shall not have any right to participate in the Price bid merely on satisfying the above eligibility criteria or on being found suitable to apply for tender documents.

5. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority/Competent Court.
6. The applicant should not have rescinded / abandoned Horticulture Services including pots & hanging pots maintenance services contract of similar nature or other works awarded by any of his client before the expiry of prescribed period of contract.
7. The applicant should not be a sub-contractor to any other entity or person nor has at any time sub-let the contract awarded to the applicant to any other person.
8. The applicant must have complied with all labour laws and obtained before commencement of the work all licences/approvals/permissions from all statutory authorities including Municipal/Labour/P.F./Income Tax/Sales Tax/Commercial Tax/ESI Depts., Casual Labour (R&A) Act 1970 , statutory obligations to carry on the Horticulture Services including pots & hanging pots maintenance services as per the tender document herein.
9. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
10. The applicant is/has not formed/part of any cartel at any time for processing any contract including the present tender.
11. The STATE BANK ACADEMY is not responsible in any manner for the postal delay/loss/non receipt of tender application/documents.
12. **Prequalification will be on the basis of terms and conditions mentioned in the tender document.**
13. STATE BANK ACADEMY reserves the right to reject all or any of the tender documents without assigning any reason thereof.
14. No consideration will be given to a Tender received after the date and time specified above. Conditional tenders will not be accepted.

Documents to be enclosed:

- a. Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm.
- b. Certificate of Registration with Labour Department, Haryana Govt./Central Govt., however the successful bidder has to submit Certificate of Registration with Labour Department, Haryana Govt.
- c. Certificate of Registration under GST Act,
- d. Certificate of Registration under Shops & Establishment Act,
- e. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- f. Certificate of Registration with Employees' State Insurance Corporation,
- g. Resolution of company authorizing to applying in the tender process. In case of entities other than company related authority letter is required.
- h. Power of Attorney (POA) or resolution of board of Directors as the case may be for authority submission and execution of Tender document
- i. Audited Financial Statements (P& L and Balance Sheet) for the last three Financial years.
- j. Income tax assessment copies for the last three Financial years.
- k. Experience certificate where similar work is going on/ done
- l. List of equipments and tools etc. available on hand (own) for the work and proposed to be inducted.
- m. List of works on hand indicating description of work, contract value, date of award,number of personnel and equipments deployed, supportive documents from the organization to be enclosed.
- n. The tenderer should submit Banker's solvency certificates from Scheduled Commercial Bank obtained within last six months from tender opening date for minimum of Rs.14 lakh.
- o. Valid registration certificate/license with Labour Department under Contract. Labour (Regulation & Abolition) Act,1970

STATE BANK ACADEMY (SBA)

PLOT No 77, SECTOR 18, GURUGRAM, HARYANA -122015

PRE-QUALIFICATION APPLICATION FORM FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES

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

Period of Contract		Name of the Firm/Person/Organisation for whom <u>HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES</u>	Type of the Contract undertaken	Value of contract & other details	Remarks, if any	Contact Details of Firm/Person/Organisation
From	To					

		contracts undertaken				

(You can use additional sheets, if required)

6. *List of Organisations / Persons to whom Horticulture services are presently being Rendered, along with certificate proofs :

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

(You can use additional sheets, if required)

7. *Annual turnover during the last three years for Horticulture activities (Enclose copies of last three years Audited financial statements and CA's certifying figures for Horticulture and maintenance services):

Year	2021-22	2022-2023	2023-2024
Provisional of F.Y.2024-25 will also be considered			
Turnover (Rs. In lacs)			

8. *Whether an Income Tax Assesses? :

If yes, Permanent Account Number

And enclose a copy of latest Assessment order. :

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

10. *Registration No. under Shops & :
Establishment Act (enclose photocopy) :
11. *GST /ESI/EPF Regn. :
Nos. if any (enclose photocopies) :
Enclose copy of latest Assessment Order. :
12. *Enclose Performance certificate from :
Previous & present clients
14. No. of persons employed as on Date : Permanent :
: Temporary :
15. Name and Address of Bankers and type of:
Facility enjoyed from them :
16. Names of references and their : a)
addresses with telephone numbers :
b)

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

Date :

Signature of the Tenderer with seal

Name & Address

Note : *Documentary evidences to be enclosed.

ANNEXURE-I

UNDERTAKING

(To be submitted along with the technical Bid)

To
AGM (Admin),
State Bank Academy,
Plot No-77, Sec-18,
Gurugram-122015.

Dear Sir,

Sub.: - ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM.

1. I/ We refer to the tender notice issued by you for AMC **FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES** in connection with the above.
2. I undertake to submit in Hard copy the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendums duly signed and stamped by authorized representative/ signatory on becoming L1. However, we accept all the terms and conditions along with the specifications defined in the tender documents.
3. I/ We hereby offer to perform, provide, execute, complete, and maintain the works in conformity with the drawings, designs, conditions of contracts & specifications schedule of quantities relating to the works.
4. I/ We have satisfied myself/ ourselves to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
 - a. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto
 - b. Complete the work till the validity of the contract as per the work programme/schedule enclosed with the tender in two or three shifts if considered necessary by the Employer/ Consultants at no extra cost to the Employer.
5. I/ We have deposited an amount of ***Rs.50900/- (Rupees Fifty Thousand Five Hundred Only)*** in the form of Demand Draft/ Banker's Cheque drawn in favour

of “State Bank Academy-Gurugram” **payable at Gurugram** , respectively which I/ We note, will not bear any interest and is liable for forfeiture as :.

- I. If our offer is withdrawn within the validity period of acceptance by the Employer.
Or
 - II. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.
Or
 - III. If we fail to pay the initial security deposit as stipulated.
Or
 - IV. If the work is not commenced within 15 days after issue of work order.
- 6 I/ We understand that you are not bound to accept the lowest or any tender you receive.
- 7 The intending bidders shall be asked to quote their offers in terms of Individual item wise unit rate and amount for that item and the total cost of the project he will be willing to execute the work.
- 8 Based on the work to be carried out, we estimate that it will require 01 Skilled & 11 unskilled workmen approx. in above stated location daily to execute the said work. We agree to provide for the above-mentioned number of workmen in each category on daily basis and also increased number of workmen, if any, as per requirement of SBI and it shall be binding on us to pay under the Minimum Wages Act the total pay and statutory benefits to the workmen. SBI reserves the right to increase or decrease the manpower stated in Annexure D as per the requirement at the site during the contract period.**
- 9 We shall maintain all the necessary registers, record as per the existing Labor Laws and also agree to maintain additional registers, record as directed by the Bank from time to time. All the workmen working with us in SBI residential flats shall be given Identity Cards with photographs and it will be ensured by us that they carry the same without fail.
- 10 We also agree that in case any workmen working with us, discontinues his service for any reason or terminated, transferred etc., it will be binding on us to report the same to SBI immediately and there will not be any replacement unless agreed to by both the parties.

- 11 We also agree that the charges would be paid to us based on actual presence of the No. of workmen working on any given day and charges shall be worked out on the basis of considering 26 working days in a month.
- 12 We have noted that the rise in Special Allowance declared by the Govt. Authorities in each year shall be paid to the workmen along with other direct/indirect benefits by us.

The names of DIRECTORS/Partners/company of our Firm/company are:

1. _____
2. _____
3. _____
4. _____

Yours faithfully,

Signature

Designation

Name of Partner/ Director of the
Firm/Company, authorized.
to sign or name of person having power of
attorney.
to sign the contract. (Certified true copy of
power
of attorney should be attached)

Signature and address of witnesses:

a. Signature.....

Name

.....

Address

.....

b. Signature.....

Name

.....

Address

.....

c. Signature.....

Name

.....

Address

.....

GENERAL TERMS & CONDITIONS

1. Tenderers have to submit duly filled in Pre-qualification/technical bid application form and sign on all the pages of the documents as a token of accepting our terms and conditions of the tender. The Tenderers who do not submit the Pre-qualification / Technical bid form and/or do not accept the terms and conditions and/or who do not furnish the requisite documentary evidences will be summarily rejected. Any misleading information will result in application to be rescinded and will lead to disqualification of Tender.
2. A non-interest bearing EMD of Rs. **Rs.50900/-(Rupees Fifty Thousand Nine Hundred Only)** in the form of Demand Draft/Banker's Cheque drawn in favour of STATE BANK ACADEMY Payable at Gurugram should be furnished along with the Tender documents. EMD will be refunded to all except the successful bidder. Tender Documents not accompanied by the EMD in the above manner will be rejected. EMD amount shall not carry any interest. **The requirement of EMD shall be exempted for Micro and Small enterprises and start-ups with uploading valid MSME/UDYAM registration certificate.**
3. Wherever all or most of the Tenderers quote equal rates, the final selection will be made by as per the GeM portal procedure. In case any cartel formation is suspected, the STATE BANK ACADEMY reserves the right to reject any or all the Tenders with the exclusion of the rest without assigning reasons thereof.
4. The tender rates shall be valid for at least 3 months after the date of opening the financial bid. Tender valid for a shorter period shall be liable for rejection.
5. The tender shall be signed & stamped by the authorized person.
6. The L1 vendor has to obtain all necessary permissions and approval required for the execution of the contract from the appropriate authority. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary
7. The successful tenderer will have to make an agreement (Annexure-II) with SBI on terms and conditions of the contract on a non-judicial stamp paper within 15 days, the cost of which will be borne by the contracting agency/firm/company.
8. The firm must have PAN, EPF, ESI & GST registrations.
9. If any Tenderer declare or file misleading statement, misrepresentation then he will be disqualified from the process of selection.

10. The bidders must accept and agree all the terms & conditions.
11. The tenderer will have to submit their tender after carefully examining the whole of the tender documents.
12. Any tender submitted after the stipulated date and time will automatically stand disqualified and no extension of time will normally be allowed for submission of tender.
13. The Bank reserves the right to refuse the issue of tender or reject any or all bids without assigning any reasons whatsoever. Canvassing in any form in connection with the tender is strictly prohibited and tenders submitted by contractors who resort to such course shall be liable to be rejected summarily.
14. Tenders not fulfilling any or all of the conditions prescribed, or which are incomplete in any respect shall be liable to be rejected.
15. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, EMD will be returned.
16. TDS as applicable will be deducted from the bills payable to the contractor.
17. All safety norms as defined by the appropriate authorities whether SBI/local/government bodies shall be strictly adhered to by the contractor during the execution of the entire contract. All men and machinery has to be covered under suitable insurance by the contractor and Bank is not liable to pay any compensation for the damages to men (including death) and machinery under any circumstances during the transit, loading, unloading, installation, testing and commissioning, Maintenance of the Air Conditioners. In case of default L1 vendor will be liable for all the claims and will indemnify the Bank against all the claims including legal and monetary.
18. Each page of the tender documents should be signed by an authorized person in token of having accepted the terms & conditions of contract, specifications, as laid down.
19. All expenses for the registration of the agreement in the tender will be borne by the vendor.
20. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the AGM(Admin) shall

be final and binding on the Contractor All disputes are subject to Jurisdictions of Gurugram court only.

21. The agreement shall be governed by the prevalent Indian Laws and all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Gurugram and only the courts of Gurugram shall have jurisdiction to determine the same.

22. a) The tenderer must obtain for himself at his own responsibility and expenses, all the information/documents necessary including approvals, permissions, to enable him to make a proper tender and to enter into contract with the STATE BANK ACADEMY, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.

(b) The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.

24. If any tenderer withdraws his tender after submission or makes any modifications to this tender which are not acceptable to the STATE BANK ACADEMY, the tender will be treated as having been rejected or abandoned or rescinded.

25. Final award of the contract for Horticulture services including Pots & Hanging pots maintenance services will be subject to the approval of the Bank / STATE BANK ACADEMY.

26. The STATE BANK ACADEMY does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.

STATE BANK ACADEMY (SBA)

PLOT No 77, SECTOR 18

GURUGRAM, HARYANA -122015

Ph: 0124-4012731-740

SPECIAL TERMS & CONDITIONS-TENDER FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM.

1. SECURITY DEPOSIT:

The contractor shall deposit an amount equivalent to 5% of accepted “Annual Contract Value” as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the Contract. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank as per the Bank’s approved format, issued in favour of the State Bank Academy, Gurugram **or FDR receipt favoring State Bank Academy, Gurugram’ issued by any branch of State Bank of India for a period of one year.** In case the contract is not renewed after one year, the Security deposit will be refunded on expiry/termination of the contract after adjusting the dues payable by the contractor to the bank. The security deposit will be interest free. **First name will be State Bank Academy** and will be discharged in favour of Bank by the contractor. The Security Deposit will be returned to the contractor after three months from the date of expiry of the contract provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.

The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the Contract or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI. The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the

conditions of the contract and / or non-performance of guarantee obligations and or any default in AMC.

2. CONTRACT AGREEMENT:

The successful bidders/contractors shall execute an agreement with the bank. The contractor shall bear all the costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement

3. TERM OF CONTRACT:

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

4. LIQUIDATED DAMAGE:

- a. At the rate of 0.5% of the Contract Value per week, subject to a maximum of 5% of the accepted Contract Value.
- b. Care must be taken while carrying out the work so that no material and Bank's property is damaged. Any damage done to the same will have to be repaired/replaced by the Contractor, failing which the same shall be got done at his risk and cost. The decision of the Bank in this regard shall be final and binding on the Contractor.
- c. The work shall be carried out with due regards to the convenience of the participants & staff members. The arrangements and the program of work within campus, the rules and regulations of the concerned authority shall be strictly observed. No extra cost shall be on this account.

5. MATERIALS, APPLIANCES AND EMPLOYEES:

- a. The contractor shall deploy only medically fit workers, free from all infectious

diseases and time to time he should get them medically checked.

b. The contractor shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim / binding on STATE BANK ACADEMY

c. The Bank with respect to any compensation / monetary benefits etc., whatsoever. The contractor should get all his employees suitably insured and Police verification done.

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

e. Immediately on awarding the contract, the contractor shall furnish a list of workmen engaged by the contractor containing their names and addresses to the Bank. The contractor shall obtain prior permission of the Bank for including a new workman. All the details in respect of such workmen inducted shall be submitted to the Bank for approval. Only such approved new persons will be permitted to enter into the premises. The Contractor shall deploy the crew of workmen as and **when required for carrying out the activities purely on temporary basis.**

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

g. The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or it's customers or third parties.

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

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

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

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

Over and above this, the other equipments which are required for Horticulture including Pots (expected 500) & Hanging pots (expected 200) maintenance services must also be provided.

5. PERMITS, LAWS AND REGULATIONS:

- 5.1. The Contractor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privities of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account

which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

- 5.2. The contractor shall be responsible for the training, allotment of duties, hours of work and timings within time advised by the Bank to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.
- 5.3. The contractor should possess, for the entire duration of the contract, all licences and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, holiday / Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
- 5.4. The Contractor shall in terms of the provisions of Section 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provisions, the bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under the contract. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations for inspection of Bank/Statutory bodies.
- 5.5. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in their Bank Accounts. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
- 5.6. The contractor shall provide weekly off/holidays to his workmen as per labour laws but **it will be his responsibility to ensure uninterrupted**

services on all days.

- 5.7 In the event of contractor being a firm, the horticulture contract must be executed by all the partners thereof, or in the event of absence of any partner, it must be signed on his behalf, by a person holding a valid Power of Attorney authorizing him to do so, such Power of Attorney shall be produced to the Institute for its record. It must disclose that the firm is registered under the Indian Partnership Act. In the case of a body corporate, all formalities required under the Company Laws must be complied with.
- 5.8 In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Contractor, and he shall resolve the same satisfactorily at his own cost and risk.
- 5.9 The contractor shall not be permitted to use the Administrative Block or Hostel Block or any portion thereof or any other area in Institute Campus for residential purpose by him and / or any of his personnel.

6. TAXES

- 6.1. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services except service tax as applicable.
- 6.2 All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

7.0 INSURANCE:

- 7.1 The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep all materials insured which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the horticulture services under these presents.
- 7.2 The contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.

8.0 DAMAGE TO PERSONS & PROPERTY:

- 8.1** The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel engaged by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines, or penalties and compensations etc. if any, as aforesaid.
- 8.2** The Contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen/employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

9. ASSIGNMENT AND SUBLETTING:

- 9.1** The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

10. PAYMENTS:

- 10.1** The Contractor will submit the bills, **(along with copy of salary register / documents/ challans evidencing online payment of PF, ESI and other payments made for/to individual workers)** for the services rendered, at the end of each month to the authorized officer. **Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force.
- 10.2** The Bank further reserves its right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by

the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

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

11. RATES:

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

12. DESCRIPTION OF THE ESTABLISHMENT

- 12.1 Maintenance of Lawns trees / plants including pots and hanging pots etc. in the entire Academy Campus at Plot no.77, Sector-18, Gurugram, spread over in 11 acres and also in the green belt outside the Institute adjacent boundary to the boundary wall of the Institute in green belt.
- 12.2 Any other area(s) developed or not mentioned specifically.

13. PERFORMANCE / SPECIFICATION OF WORK

- 13.1** The contractor has to perform following activities.

1. Daily watering
2. Weed removing
3. Trimming & pruning
4. Soil mulching
5. Lawn mowing
6. hedges cutting etc.
7. Shrubs cutting
8. Cleaning garden areas

9. Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required.
10. Applying pesticides like insecticide and fungicide alternate month or as and when required.
11. Maintenance of Vermi Compost pits.
12. Disposal of dry / fallen leaves etc.
13. Coloring of Gamla/pot/hanging pots in fortnightly
14. .Cleaning of Gamla/pots & hanging pots

13.2 REPLACEMENT GUARANTY:

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

13.3 OTHER MISCELLANEOUS WORKS:

Maintenance services for the horticultural Gamla & hanging pot work as follows (as per direction of the Bank with labour, materials, tools, tackles & plants).

13.4 Lawns:

Forking the ground, cutting the grass, top dressing, flooding with water, de-weeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, chemical fertilizer including renovating barren patches, applying anti-termite chemical (By drill /Spray), insecticides, etc. all complete.

13.5 Garden, Seasonal Flower Beds and Nursery:

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

complete.

13.6 Shrubs, Trees, Ground. Covers, Shade loving Foliage's and Creepers:

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

13.7 GENERAL MAINTENANCE:

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

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

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

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

13.7.5 Maintenance of Vermi-culture pits with allied works.

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

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

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

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

- 13.7.10 Grassing with selection of grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for moving including supplying good earth if needed and as directed by officer in charge.
- 13.7.11 Complete maintenance of the lawns including weeding, hoeing, watering, maintenance of trees and shrubs on lawn, regular mowing of lawn, removal of garden rubbish and deep rooting rank vegetation, applying insecticides & pesticides (whenever required), making, sowing, and maintenance of seasonal flower beds etc and other garden related works as directed by officer in charge. Lawn area includes flower beds, as well.
- 13.8 Carrying out all work relating to vermiculture in the existing vermiculture pits including providing of earth warms, cow dung, turning of the filling in the pits as and when required, etc. and as instructed by officer-in-charge.
- 13.9 **Pruning:** - Clipping and training of hedges and edges, trimming of shrub plants trees creepers and bougainvillea's etc, at regular intervals , stacking of plants as and when required / and as instructed by officer-In-charge.
- 13.10 **Plant Protection:** Periodic checks to be carried out for pests and diseases. In the event of infestation prompt spraying of appropriate pesticides, insecticides and fungicides will be required for eradication of the same. The contractor will supply pesticides, insecticides and fungicides and as directed by officer in charge.
- 13.11 **Moving:** Lawn moving at a regular interval of 7-10 days in a month or as per direction of Bank's officer.
- 13.12 **Fertilizer:** Manure and fertilizers specified shall be applied by the Contractor as required and under the direction of the officer in charge. Manure & fertilizer shall be provided by the contractor at this own cost.
- 13.13 **Irrigation:** Daily adequate watering of grass garden features with hose pipe or sprinkler system in different areas should be done regularly and as directed by officer in charge. Contractor will make his own arrangement of hosepipe and sprinkler in adequate quantities.
- 13.14 **Potted Plants:** The existing potted plants beds to be maintained with minor alternation (if required) by planting summer & winter seasonal plants. Seed/seedlings should be provided by the contractors.
- 13.15 Preparation of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.
- 13.16 Cleaning of Rain harvesting water will be on fortnightly.

13.17 The contractor shall prepare quarterly chart in advance regarding supply and planting of seasonal plants in the Institute campus and get it approved by the Institutes authorized officer. The Institute expects there to be flower in the flower beds throughout the year.

14 RIGHT TO TERMINATE THE CONTRACT:

(i) The Bank reserves its right to terminate the agreement for any reason at its absolute discretion including but not limited to the following:

(a) The Bank may, without prejudice to any remedy for breach of contract, may terminate the contract/ agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/ agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service. The contractor may, after giving three months' notice to the Bank to terminate the contract, if he so desires at any time during the course of the currency of this agreement.

(b) Other Grounds for Termination

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

- The agency is adjudicated insolvent by a Competent Court or files for insolvency or if the agency being a company is ordered to be wound up by a Court of competent Jurisdiction.
- If any charge sheet is filed by a competent authority of the Government against the Agency/ Company, or the agency is criminal court on grounds of moral turpitude.
- For any reason whatsoever, the agency becomes disentitled in law to perform his obligations under this agreement.

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

(d) In the event of termination of the contract for any reason whatsoever the

contractor/ or persons employed by him or his agents shall not be entitled for any sum whatsoever from the Bank by way of compensation, damages or otherwise.

- (e) The contractor who committed/ commits any breach of the contract awarded/ to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.

14.2 If during the currency of the Contract, any Statute, rules/Govt. notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

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

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

16.1 All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to The General Manager & Director, STATE BANK ACADEMY INSTITUTE, Gurugram, Haryana, in the Bank, whose decision shall be final, conclusive and binding on the contractor.

16.2 Nothing contained in the contract is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipment or
any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.

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

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

DATE:

PLACE:

SIGNATURE AND SEAL
OF THE CONTRACTOR

ANNEXURE- A

SAFETY CODE:

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, lifelines, helmets; rubber gloves etc. depending upon the nature of works. Contractor is free to approach SBI for any suggestion in this regard. However, any lapse in this regard will be viewed seriously.

Penal action will also be taken if the contractor's supervisors and workmen pose a security risk to the safety of the Bank's establishments, its staff and the families of its officers residing in flats or quarters. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor.

We / I have read and understood the Safety code for the **Horticulture Services** AMC works in the entire Office premises (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature with name & seal of the Contractor

Date :

Place :

ANNEXURE – B

CERTIFICATE

" Certified that We have remitted the monthly subscription of Employees' Provident Fund & Employees State Insurance to the workers employed by me in State Bank Academy, Gurugram for _____ work for _____ month Year."

Office in which subscription remitted

Bill No. & date EPF ESI

Signature with name & seal of the Contractor

Date :

Place :

ANNEXURE - C

UNDERTAKING

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

Signature of Contractor with name & seal

Place :

Date :

ANNEXURE-D

ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM

Sr. No	Particulars	Required No. of Persons
1	<p>Operator having license(if applicable) and minimum 2 years of experience in PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES.</p> <p>i) 9.00 AM to 5.00 PM</p> <p>ii) 6.00 AM to 2.00 PM*</p> <p>iii) 2.00 PM to 10.00 PM*</p> <p>(Self-Attested copy of, license & Experience certificates to be submitted)</p> <p>*For watering of plants in summer/as per requirement</p>	<p>10 No</p> <p>02 No</p> <p>02 No</p>

SIGNATURE OF CONTRACTOR**Place:****Date:****Seal:**

ANNEXURE-E:

SAMPLE AGREEMENT WITH CONTRACTORS' ARTICLES OF AGREEMENT

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT FOR PROVIDING HORTICULTURE SERVICES INCLUDING POTS & HANGING POT MAINTENANCE SERVICES AT STATE BANK ACADEMY, PLOT NO. 77, SECTOR – 18, GURUGRAM

This agreement made on the day of2025

between

STATE BANK OF INDIA a body incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhawan, Madame Cama Road, Mumbai 400 021 and one of its training centre at 77, sector-18, Gurugram with name "State Bank Academy (SBA)" at GURUGRAM (hereinafter referred to as "the Bank" which expression shall include wherever the context so permits successors and assignees) through its authorized signatory OF THE ONE PART.

AND

.....(Name, Constitution and address of the contractor) "**THE CONTRACTOR**" which expression shall include wherever the context so permits its/his successors and assignees) of the OTHER PART.

Whereas the contractor has agreed to provide and the Bank has agreed to accept from the contractor, " Annual Maintenance Service Contract of Lawns, Trees, Plants, Pots & Hanging Pots." Subject to the Bank paying charges to the contractor on the following terms and conditions :

1. COMMENCEMENT AND TERMS

- (a) The agreement is effective from2025 to.....2026 and subject to its renewal for another two terms of one year each upon satisfactory performance. The Bank may, without prejudice to any remedy for breach of contract, may terminate the contract/ agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/ agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service. The contractor may, after giving three months' notice to the Bank to terminate the contract, if he so desires at any time during the course of the currency of this agreement.

2. CONTRACT CHARGES

The contract charges payable by the Bank to the contractor for the maintenance service described herein are indicated in Annexure "A" (enclosed) and unless provided for elsewhere herein, no additional charges shall be claimed by the contractor.

The payment will be made by the Bank on monthly basis.

3. CONTRACT DOCUMENTS

The following documents shall constitute the contract documents, namely :

- 1.0 This contract agreement - 4 pages
- 2.0 Tender Document (page No. 1 to 36) & Annexures A to E and Schedule-A
- 3.0 Price Bid - 2 pages (Annexure 'A')

The copies of the above documents are annexed with this contract and shall be deemed to be part of this contract.

4. WORK TO BE PERFORMED

The contractor shall perform the said work upon the terms and conditions and within the time specified in the above mentioned contract documents.

5. COMPENSATION

Subject to and upon the terms and conditions continued in the contract document, the owner shall pay contractor compensation as specified in the contract document upon the satisfactory performance of the said work and / or otherwise as may be specified in the contract documents

6. JURISDICTION

In the event of any difference or dispute in connection with this agreement over the right of obligations of both the parties have to the matter shall be settled by arbitration in accordance with the Indian Arbitration Act of 1996 or in the Jurisdiction of the Gurugram Court.

7. NOTICES

Subject to any provisions in the contract documents to the contrary, any notice, or communication sought to be served by the contractor on the Owner with reference to the contractor shall be deemed to have been sufficiently served upon the owner (notwithstanding any enabling provisions under any law to the contrary, only if delivered by hand or by Reg. Acknowledgement due post to the Bank's Officer as defined in the General Conditions of Contract.

8. WAIVER

No failure or delay by the owner in enforcing any right or remedy of the owner in terms of the contract or any obligation of liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation of liability, as the case may be, by the owner and notwithstanding such failure of delay, the owner shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

9. NON-ASSIGNABILITY

The contract and benefits and obligations thereof shall be strictly personal to the contractor and shall not on any account be assignable or transferable by the contractor.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE

For M/S.

For State Bank Academy

WITNESS

WITNESS

Signature

Signature

Designation

Designation

Stamp

Stamp

WITNESS

WITNESS

Signature

Signature

Designation

Stamp

Designation

Stamp

Schedule - A

(Give details of the AMC and Day to Day operations charges.)

As per price bid