



ಸಿಂಡಿಕೇಟ್ ಸಿಂಡಿಕೇಟ್ Syndicate

General Administration Section : Circle Office, Manipal , Karnataka

TENDER FOR THE MAINTENANCE OF GARDEN , LAWN & PATHWAYS IN CANARA BANK CIRCLE OFFICE BUILDINGS AND EXECUTIVE QUARTERS LOCATED IN MANIPAL .

TENDER REFERENCE NO : CO MANIPAL : GA SECTION : GARDEN : 2023-2024

SEALED TENDERS TO BE SUBMITTED AT (HARD COPIES ONLY) : The Assistant General Manager,
General Administration Section , 3rd floor
Canara Bank Circle Office building,
Manipal , Karnataka - 576104

DATE OF ISSUE OF TENDER DOC. : 07.11.2023

DATE OF PRE BID MEETING : 16.11.2023 AT 10.30 AM @ GA SECTION OF
CIRCLE OFFICE MANIPAL

LAST DATE FOR SUBMISSION OF BIDS : 28.11.2023 BEFORE 3.00 PM

DATE OF OPENING OF TECHNICAL BIDS : 28.11.2023 AT 03.30 PM

TENDER FEE (Non refundable) : Rs 590/- (Rupees Five hundred ninety only)

EARNEST MONEY DEPOSIT : Rs 25,0000/- (Rupees Twenty Five Thousand Only)

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ISSUED BY: General Administration Section Circle Office, Manipal

Canara Bank Building, Manipal - 576104., Karnataka

PH :: 0820 2570909

E Mail :: gacompl@canarabank.com

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NOTICE INVITING TENDER (NIT)

Canara Bank, General Admin Section , Circle Office Manipal invites sealed tender from well experienced person/firm for the work mentioned below:

1). Name of the work:

Garden & Lawn Maintenance Service at Canara Bank CO Main Building, CO Annex buildings , Front - Side & Back portions of Auditorium , Garden in the Main Parking lot , Front / side portion of SRD building & ARM Branch , Garden in the side of Manipal main Branch , Garden & lawn in 7 nos. of Executive Quarters & 1 no. Guest House and the pathways to the 8 nos. of Executive quarters/ guest house, at Manipal-576104.

2). Application fees (Non-refundable):

Rs.590/- an non - refundable fees by way of Demand Draft drawn in favour of "Canara Bank, GA section , CO Manipal " payable at Manipal obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'Application fee for tender for Providing Garden Maintenance Service at Circle Office building, Manipal' and the same should be submitted along with Technical Bid. The application cost will not be refunded at any circumstances.

2). Earnest Money Deposit (EMD) Amount:

Rs.25,000/- by way of Demand Draft drawn in favour "Canara Bank, GA section , CO Manipal " payable at Manipal obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'EMD for Tender for providing Garden maintenance services at Circle Office building, Manipal' and the same should be submitted along with Technical Bid. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.

3). Initial Security Deposit (ISD) Amount:

The successful bidder should submit a Security Deposit for 10% value of the contract within fifteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 24 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity. The Performance bank guarantee will be returned to the bidder within 15 days after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor. The Bank shall invoke the Performance Bank guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank

guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.

4). **Solvency Certificate:** Solvency Certificate from a Nationalized Bank for an amount of Rs.3.00 Lakh (Rupees Three Lakh) is to be submitted as proof of financial soundness.

5). **Time for Commencement of work:** Immediately after awarding of contract by the Bank.

6). **Proposal Format and Submission Procedure:**

Two Bid System shall be strictly followed. Technical Bid and Price Bid have to be submitted separately. Joint bids will not be accepted by the Bank.

Each Tenderer has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Tenderer will have to go through two stages of process viz.

Stage - 1: Technical Assessment based on eligibility criteria and documents submitted.

Stage - 2: Opening of Price Bid.

Tenderers should first qualify in Stage 1 to become eligible for consideration for Stage 2.

| SI No | Item Description | Reference |
|-------|--|------------|
| 1 | Scope of Works and eligibility Criteria | Annexure 1 |
| 2 | General rules and instructions to Tenderer | Annexure 2 |
| 3 | General Conditions of Contract | Annexure 3 |
| 4 | Contract Agreement Format | Annexure 4 |
| 5 | Indemnity Bond Format | Annexure 5 |
| 6 | Bank Guarantee format for Initial Security Deposit (ISD) | Annexure 6 |

After ensuring the above, the Tenderers need to submit their bids as described under 'Envelope-A, Envelope-B and Envelope - C' as detailed below:

| SI No | BID DOCUMENTS |
|-----------|--|
| A. | Technical Bid - Envelope - A |
| 1 | Application |
| 2 | Check List for Enclosures |
| 3 | Tender offer |
| 4 | Certificate of Conformity |
| 5 | Self Declaration |
| 6 | EMD of Rs.25,000 /- & Tender application fee of Rs.590/- in the form of a Demand Draft in favour of Canara Bank, GA Section, Circle Office Manipal payable at Manipal, obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'EMD for tender for providing Garden maintenance services at Canara Bank Circle Office, Manipal. |
| 7 | Unfilled format of the price bid duly signed and stamped by the |

| | |
|--|---|
| | Contractor. Anything filled prices in this format, will make bid liable to rejection of the tender. |
|--|---|

| | |
|-----------|---------------------------------|
| B. | Price Bid - ENVELOPE - B |
| 1 | Price Bid |

Sealed envelope containing Technical Bid (Envelop-A) should be super scribed “Technical Bid for providing Garden Maintenance Services at Circle Office building , Manipal”, Price Bid (Envelop-B) should be super scribed “Price Bid for providing Garden maintenance at Circle Office building , Manipal” . All two envelopes should be kept in one envelope super scribed on top “Tender for providing Garden maintenance at Circle Office building, Manipal” addressed to the Bank clearly indicating Tenderer address and contact details.

DETAILS OF THE TENDER:

| PARTICULARS | DETAILS |
|---|---|
| Date of Issue of Tender | 07.11.2023 |
| Initial Security Deposit | As per Clause 31 & 32 of General rules and instructions to Tenderer |
| Period/Validity of Contract | 2 years from the date of agreement |
| Date of Pre bid meeting | 16.11.2023 at 10.30 AM at GA Section : Circle Office : Manipal |
| Last date and time for submission of the tender | 28.11.2023 up to 3.00 PM |
| Date and time of Opening of the Tender - Technical bids | 28.11.2023 at 3.30 PM (In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank) |
| Date of opening of Price Bid | Date and time will be informed to the Qualified Tenderer. The communication will be sent through letter or e-mail. |
| Contact No. & E mail ID | 0820 2570909 , gacompl@canarabank.com |

Note:

Tender documents should be submitted (drop into tender Box) over to **Asst. General Manager, General Admin Section , Circle Office , Manipal - 576104** before stipulated time on the due date. Any tender submitted after stipulated date and time will not be accepted.

Bid will be opened in the presence of Tenderers or its authorized representatives who choose to attend. In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank.

DD for EMD should be enclosed with the Technical Bid only. Technical Bids without the relevant documents and DD shall be rejected.

A copy of the tender document could also be downloaded from www.canarabank.com

Sd/-
ASST. GENERAL MANAGER

ANNEXURE 1- SCOPE OF SERVICES

HORTICULTURE SERVICES

1. Maintenance of the Garden & Lawn area in the Main Circle Office building , CO Annex building , Auditorium (Front , side and back portions) , Main parking lot in the back side of Auditorium , Front side of SRD building / ARM Branch and side of Manipal Main Branch , Garden & lawn in the 7 nos. of Executive Quarters & 1 no. Guest House , the pathways to the 8 nos. of Executive quarters / Guest House, at Manipal
2. The Contractor shall employ suitable labour to maintain the required quality of Gardening to the satisfaction of the Bank.
3. All the persons have to attend the works for all six days (Monday-Saturday) in a week irrespective of Bank Holidays. The contractor has to engage minimum 01 workmen for watering the Lawn/Garden and plants on Sundays.
4. Working hours of the gardeners/workers have to be a maximum of 8 hours per day (from 9:00 am to 5:00 pm).
5. Maintenance of garden & lawn: involves Watering, cleaning, de-weeding, Fertilizing with organic fertilizers, Insecticide spraying, Hedge Trimming etc. Lawn shall be kept in clean, forked, trimmed, replacing old and damaged area/plants applying powered manure mixed with red soil at least once in three months. Up keeping, De-weeding of entire garden space/ campus on daily basis on all days except on Sundays by engaging minimum of two workers during mentioned working hours under direct supervision of contractor/ supervisor.
6. For watering the plants, hose and sprinkler has to be provided by the contractor.
7. Cleaning the pathways inside the executive quarters block area and Guest house on daily basis.
8. Up keeping/ cutting/ trimming the lawn/ garden on regular basis using lawn cutting machines and other modern garden tools.
9. Cutting/ shaping the ornamental plants on regular basis, replacing fresh new plants.
10. Cleaning the compound walls and removing weeds on compound walls at regular intervals.
11. Waste water pipeline route leading to trees on various locations to be opened up as and when required for repair and maintenance.
12. Cutting of branches of trees when ever is required.
13. Cleaning drainage channels and ensuring smooth flow in drainage.
14. Cleaning, maintenance and replacement of decorative plants and indoor plants.
15. Adequate quantity of Fertilizers / organic fertilizers / Manures (as approved by the Bank) shall be applied at least once in two months. The expenditures in this regard is to be borne by the vendor & is included in the contract.
16. The contractor to make own arrangements for disposal of garbage at Udupi Municipality specified area. Sweeping and cleaning of garden area, lawn to be done on daily basis. Watering of the plants and lawn area to be done daily.
17. New plants, indoor plants to be planted according to the season in consultation with GA Section of Circle office, Manipal. Plants will either be provided by Circle Office Manipal or the cost of the same will be reimbursed.
18. Pruning of the plants to be done at regular intervals.
19. All equipments like grass cutting machine, water hose pipes, sprinkler system etc. to be provided by the contractor and proper inventory of the same has to be maintained and kept in safe custody at the risk and cost of contractor.

20. Horticulture expert/Supervisor of the contractor has to supervise the work of the gardeners and should monitor the growth of the plants so as to have a lush greenery in the complex. Hedge, Edge, Miniature Climbers & Creepers to be developed and maintained.
21. Fogging should be done twice in a month in all the vacant premises and also near to the building area.
22. It would be the entire responsibility of the contractor in respect of observing all Rules and Regulations as per various Laws prevailing in the country/Local Civil Administration in engagement/recruitment/deployment of the persons for the aforesaid jobs i.e. engaging minors, payment of their dues correctly and promptly, **payment of respective state minimum wages as prescribed** etc. The contractor should maintain salary register for all the employees engaged by them for the work and the same should be produced by them to bank officials on demand.
23. Bank will not be responsible for the persons so deployed and for all the purposes they shall be treated as being on the rolls of the contractor/service provider. The persons so provided by the contractor/service provider shall have no right to any employment in this office or any other government office based on the services rendered by them or on any other basis.
24. The contractor/service provider is also liable to pay an amount equivalent to as decided by the department towards damages caused to the premises &/or to any of the equipment, furniture & fixtures, fittings etc of Canara bank CO building & Annex buildings at Manipal by the persons as deployed by the contractor/service provider, and also reserves the right to deduct the same from arrears payable to the contractors.
25. For ensuring the same the contractor has to maintain a log book at site and the same is subject to checking by the Bank Officials.
26. **No minor/child labour to be deployed on job as per prevailing government rules/statutory regulations.**
27. The Contractor will be responsible for taking preventive measures for treating pest and disease effected plants.

SIGNATURE OF THE TENDERER WITH SEAL

Place :

Date :

Eligibility Criteria:

| No | Criteria | Documents to be attached |
|----|---|--|
| 1. | The Firm/Company/Proprietary/Individual Person should be registered under the labour commissioner office at the respective jurisdiction | Copy of Labour License or shop and Establishment License issued by the Assistant labour Commissioner |
| 2. | The Firm/Company/Proprietary/Individual Person should have minimum 5 years of experience of providing Gardening services continuously preceding to 31/03/2023 in Government offices/ PSUs/ PSBs/ Private & Public limited Companies on annual contract basis, running a commercial nursery. | Work Order copies /client certificates from 2018 onwards, clearly indicating the staff strength of the office where Gardening service is provided (Including address of office) and period of service, Address of Nursery with Staff Strength. |
| 3. | <p>Person/ Company/Parties/ Firms having satisfactory experience of having successfully completed similar works/ contracts single or cumulative during last 5 years ending 31.03.2023.</p> <p>(1) One similar work costing Rs.5.60 Lakhs. OR (2) Two similar works each costing Rs. 4.20 Lakhs. OR (3) Three similar works each costing Rs 2.80 Lakhs.</p> <p>Similar works means Gardening/Horticulture services in a single work order. The above value are Excluding GST</p> | Original Experience Certificate in this regard issued by the institutions/ companies duly specifying the duration of the contract and payment made to the contractor during the relevant financial years to be provided. Turnover of the Nursery to be provided. |
| 4 | The Firm/Company/Proprietary/Individual Person Should have Office/ work place & Presence in and around Udupi/ Manipal/ Mangalore (erstwhile Dakshina Kannada Dist.) | Proof of address for Business Place & Office to be provided. |
| 5. | The Firm/Company Proprietary/Individual Person should have average annual turnover of minimum 7 lakhs for the last three financial years till 31/03/2023 (FY2020-21, FY2021-22, FY2022-23). | Documents supporting the annual turnover amount like Audited Balance sheet, Profit & Loss statement, CA Certificate (form CA who has audited the Firm/Company), Bank Statement. |

| | | |
|-----|-----------------------------------|---|
| 6 | Solvency Certificate | Solvency Certificate from a Nationalized Bank for an amount of Rs.3.00 Lakh is to be submitted as proof of financial soundness |
| 7. | PAN & GSTIN | Copy of PAN and GSTIN Certificate of the Firm/Company |
| 8. | PF and ESI | Copy of PF and ESI Registration Certificate of the Firm/Company/ Individual Person. <ol style="list-style-type: none"> 1. Certificate of Registration under Shops & Establishment Act under Karnataka Govt. 2. Certificate of Registration with the Office of the Regional Provident Fund Commissioner, under Karnataka Govt. / or any other state government. |
| 9. | Whether Incorporated/ partnership | Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm. |
| 10. | Labour | Certificate of Registration with Labour Department, |
| 11. | Other Documents | Income Tax Assessment copies for the last three financial years (If applicable). |

The evaluation will also involve inspection of works under their maintenance upkeep, discussion with the Agency and feedbacks from the clients.

ANNEXURE 2

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. The documents consisting of Notice inviting the tender, Scope of work & Eligibility criteria, General rules and instructions to tenderer, Method of selection, conditions of contract, Application Format, Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from **CANARA BANK, GENERAL ADMINISTRATION SECTION, CO MANIPAL OR** alternatively tender documents can be downloaded from the banks web site www.canarabank.com
2. The tender is "TWO BID CONCEPT" and it has to be submitted as such.
3. The **envelop-A** should contain all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages other than the Price aspects along with Earnest Money Deposit's DD & tender application fee. The envelope shall be sealed & super scribed as "**Technical Bid for providing Garden & Lawn Maintenance Service at Circle Office, Manipal**".

Tenderer should note that Price bid aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope, and such technical bids consisting Price bids are liable for rejection.

4. The **envelope - B** should contain the Price Bid i.e., the Priced Bill of Quantities and shall be super scribed as "**Price Bid for providing Garden & lawn Maintenance Service at Circle Office, Manipal**" and should be sealed and submitted. This envelope should contain duly filled in cost details (enclosed in the offer document) with values written in words and figures.
5. Solvency Certificate from a Nationalized Bank for an amount of Rs.3.00 Lakh (Rupees Three Lakh only) is to be submitted as proof of financial soundness along with Technical Bid.
6. **The sealed offers should be submitted to Assistant General Manager, general administration Section , Circle Office , Manipal -576104.** If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email.
7. The envelope -A (Technical bid) will be opened in the said office on **the last date for submission at 3.30 pm.**
8. The price bids of the agencies meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation to the Tenderers emerging successful in the Technical bid.

9. The maintenance charges include all components of garden maintenance inputs such as Compost, Chemicals / organic fertilizers, pesticides spray, labour, watering, replacement of old decayed plants, reconditioning of soil, raising and planting for filling the gap using seeds and branches of available plants, repair and replacement of garden tools and equipment.
10. Offer shall be submitted on prescribed Form only i.e. as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection.
11. **No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.**
12. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
13. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
14. The applicant shall furnish the list of his relatives working in the Canara Bank/list of retired Canara Bank employees employed with him.
15. The Tenderer or their authorized representative is requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids on the stipulated date & time unless otherwise modified.
16. It will be obligatory on the part of the Tenderer to tender and sign the offer documents for all the component parts.
17. The successful Tenderer shall execute the agreement (Annexure 4) on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
18. Conditional Offers / Offers which are incomplete in any respect shall be rejected. The Tenderer shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any

assistance for visiting the site intending applicants may contact GA Section Circle Office, Manipal.

19. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time. Non - submission of such details in time may render such applications for disqualification from further evaluations as per the decision of the Bank.
20. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the Bank.
21. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. The authorized person of the firm/ company shall sign in all the pages of the application with seal of the firm/ company.
22. Applications received after the due date and time is liable for rejection.
23. If any of the labour employed by the contractor is found to be under taking drugs/ liquor or/and performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
24. Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone.
25. If any tenderer withdraws his tender before the said period (last date of the submission of the tender) or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
26. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
27. The rate should be quoted in figures as well as in words in Indian Currency only.
28. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.
29. The tenderer shall note that the rate quoted shall be exclusive of all taxes and inclusive of expenses of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the consumables, operating profit etc., and no claim for enhancement of quoted rates on any account shall be considered.

30. All the bidders except those who are registered with the National Small Industries Corporation (NSIC) with a valid certificate shall deposit a sum of **Rs.25,000** /- (Rupees Twenty Five thousand only) as Earnest Money Deposit along with the tender document.
31. In addition to Earnest Money Deposit, the successful bidder should submit a Security Deposit for 10% value of the contract within fifteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 24 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity. The Performance bank guarantee will be returned to the bidder within 15 days after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor. No interest shall be paid on the performance guarantee or ISD (Initial Gardening deposit).
32. EMD amount of the final successful tenderer shall be retained as a Gardening Deposit for a period of two years. EMD amount can be returned during the contract period on submission of Performance Bank Guarantee (Annexure 6) from other than Canara Bank.
33. The offer will be valid for a period of 90 days from the date of opening of tender.
34. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the EMD submitted shall be forfeited.
35. Tenderer has to arrange for inspection if required and should have carried out the works satisfactorily at the site failing of which the tender will be disqualified.
36. All the parts of these tender documents i.e., Tender Notice, General rules and Instructions to tenderers, Priced bill of Quantity, offer letter, General conditions of contract, and all other parts shall form a part of the contract document.
37. The EMD of unsuccessful tenderers shall be returned within 30 days after award of work order/contract.
38. Contractor should observe utmost economy in use of electricity and water.
39. The daily scope of works shall be approved by the bank and the same shall be strictly complied.

40. The contract is valid for **24 months** and performance will be reviewed in every half yearly by the bank. In case of unsatisfactory performance during the review period, the Bank shall terminate the contract at any point of time without prior notice.
41. The price quoted by the Tenderer will be applicable for 2 years or the contract period. Bank may at its sole discretion enhance/decrease the price depending on annual inflation rates on consumables and minimum wages payable by consultation with the Contractor at the end of first year.
42. The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipments deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Octroi, sales tax, GST, excise duty, PF, ESI but excluding Service Tax arising from Act passed by Parliament or State Legislature and rules framed there-under. The rates shall be quoted on the format as per Part-II.
43. The tenderer shall note that no claim for enhancement of rates, on the ground that cost of materials, labour has increased, existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
44. **Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions.** The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
45. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
46. The selected contractor shall at his own cost, have to comply with the rules of Karnataka Labour Enforcement office and other statutory bodies presently in force and in future till the contract period. The proof of compliance need to be submitted to the Bank within one month from the date of taking over.
47. The contractor needs to employ his own staff for the purposes of cleaning and such employment should conform to the labour act presently in force and in future till the contract period.
48. The successful tenderer should keep the entire internal and external premises neat and clean and should bear the expenses of cleaning materials required for the same.
49. All the records pertaining to Gardening shall be maintained upto date and shall be made accessible to the Bank.

50. The payment of Gardening shall be made on monthly basis against bills certified by the GA section of Circle Office : Manipal.
51. The Contractor should maintain a register to record the daily attendance of Workmen/Laborers and same should be produced along with the bills.
52. The Contractor should ensure a proper background check of all the workers employed by him and should inform the Bank as and when changes happen. Credentials of all workers are to be ensured to the satisfaction of the Bank and records of credential verification are to be submitted to the Bank.
53. Canara Bank shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Canara Bank under the terms and conditions of this contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.
54. The contractor shall not transfer or sublet the work to any one without the prior written approval of Canara Bank.
55. The contractor or his authorized representative shall be in attendance in Bank premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the contractor shall be personally responsible and shall make good the loss forthwith.
56. All activities of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of Canara Bank and the contractor each day on completion of work.
57. Without prejudice to any rights or remedies under this agreement if the contractor dies, the Canara Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.
58. In the case of two or more tenderers appearing "Prima Facie" lowest, quoting the same figure before and after the arithmetical check etc, an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value in a sealed covers, which shall be opened on a fixed date in the presence of the two or more tenderers.

59. In case the final successful tenderer withdraws his tender, the Bank shall be entitled in its right to proceed with next successful tenderer or cancel the tender as deemed fit.

ANNEXURE 3

GENERAL CONDITIONS OF CONTRACT

1.0 The Contractor's main responsibilities will be maintenance/ Cleaning of garden in the entire internal and external premises of the Campus, Providing labour, supply of consumables, compliance of statutory requirements and providing efficient service, etc.

2.0 DEFINITIONS/ INTERPRETATIONS

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

- a) The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement and instructions issued from time to time by the Officer-in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The 'Tenderer' or 'Supplier' or 'Contractor' or 'Proprietor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/ representatives of such individual or the partners of firm and their legal heirs and successors, or company's authorised and constituted attorneys/ agents and permitted assignees of such firm or company.
- c) The 'Employer' or 'Bank' means any officer of the Canara Bank, who is specifically authorized to enter into contracts in respect of the above works.
- d) Officer In charge: The designated employee of the Bank, assigned with powers to enter into contract.
- e) 'Contract Price' shall mean the final accepted rates in Price Bid hereto.
- f) 'Date of Contract' means the Calendar date on which the Employer and Contractor have signed the Agreement on the stamp Paper.

- g) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
- h) 'State' wherever used in the specifications is Karnataka state.

3.0 CONTRACTOR'S OBLIGATIONS

- 1.1 The Contractor shall be responsible for the proper upkeep and maintenance of the entire garden premises including Hostel Block.
- 1.2 The Contractor shall provide all the work men, material and equipments required to carry out the job.
- 3.2 For any damage, breakage or loss of any equipment or property of the Bank, the Contractor shall have to replace the same at his own cost failing which the amount will be recovered from his Gardening deposit or from other dues as payable to him by the Bank.
- 3.3 The Contractor shall keep a proper inventory of the items placed at his disposal by the Bank and the same shall be verified by the Contractor along with the representatives of the Bank.
- 3.4 The Bank reserves the right of free access through its authorized representative(s) to inspect the Gardening , Stores and equipment's for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.
- 3.5 The Contractor shall keep the entire garden premises clean, neat and hygienic. He shall use and provide at his own expenses the prescribed materials and other requisites for this purpose.
- 3.6 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Bank to him for any purpose other than providing Gardening services as per the Bank's requirement.
- 3.7 The Contractor shall not without prior consent in writing by the Bank assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.

4.0 MANPOWER & WAGES

- 4.1 The Contractor shall make regular and full payment of wages / salaries

and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of State, State and local government agencies.

- 4.2 The Contractor shall be responsible for the compliance with applicable laws with latest amendment(s) or which might become applicable, rules and regulations relating to Codes of Wages, 2019 , Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act,1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the State/States, Municipal & Local Government, agency or authority.
- 4.3 The Officer-in-Charge or his authorized representatives will verify the payment of wages by cross verifying the salary slips of all employees or any other proof as required by bank and shall record the following certification in the wage register. "Certified that salary for the month of _____ has been disbursed on _____to the Gardening Contractors' workers by the Contractor in accordance with the wages specified in State Minimum Wages Act".
- 4.4 The Contractor shall also be liable to pay P.F. contribution, leave, salary etc and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the bank, nor they can make any claim in this regard.
- 4.5 Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer-in- Charge.
- 4.6 The optimum manpower requirement in the Gardening may vary from time to time for efficient and timely Gardening covering all categories of personnel required to be provided for Gardening services, for which the contractor must, at all times maintain the needed manpower on shift basis
- 4.7 The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorized by the Bank.
- 4.8 The Contractor shall arrange through the GA section of Circle Office, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs

- of the Gardening employees for gate entry and shall exhibit prominently during working hours. The Gardening staff shall also be liable for search on entry / exit.
- 4.9 The Contractor shall ensure that all Gardening employees, during their working hours, wear proper and clean uniform as prescribed .
- 4.10 The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the Bank. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate as and when required.
- 4.11 Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Contractor or their partners / representatives / employees in respect of Gardening or the premises used by the Contractor in connection with or for the purpose of this agreement.
- 4.12 On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Gardening or other premises together with the fixtures, equipments and articles in good condition to the Bank.
- 5.0 CONTRACTOR'S LIABILITY TOWARDS INDEMNITY**
- 5.1 The Contractor shall indemnify the Bank for any loss occurred to the Bank by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts (latest amendment(s))or on behalf of any person employed by him.
- 5.2 The Contract shall be in force for the period of 2 years stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- 5.3 The contract will be initially for a period of two years and may be extended / renewed for one more year as per the terms mutually agreed by both the parties. On renewal, a fresh contract shall be executed and a Security Deposit shall be renewed till the validity of the renewed contract.

5.4 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the AGM, GA Section of Circle Office for decisions and his decision shall be final and binding on both the parties.

6.0 MISCELLANEOUS

6.1 Contractor shall maintain the entire garden area and lawn in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the Bank will engage the staff on behalf of the Contractor at his risk and cost.

6.2 The Bank reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.

6.3 **The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him. Contractor shall satisfy the Management of the same within the time prescribed by the Management but before the actual commencement of the job awarded to him.**

6.4 If any of the labour employed by the contractor is found to be under taking drug/liquor or/and performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.

6.5 Contractor shall ensure that peace and order is maintained in the resting area / material handling room and if peace and order in premises is disturbed due to lapse on the part of the contractor, a penalty of Rs.1000/- per occasion in a month for such lapse leading to disturbance of peace/order may be imposed by the Bank. -

6.6 If the Bank finds that the Contractor is misusing the facilities provided by the Bank for carrying out the Gardening services for any other purpose not covered under the contract, the Bank will be free to levy penalty which may extend to Rs.5000/- or more per occasion or even agreement may be terminated.

6.7 Contractor would ensure that all the Gardening staff employed by him would behave courteously and decently with employees of the Bank and also ensure good manners.

6.8 In the event of the Contractor suspending or abandoning Gardening services without giving prior notice to the Bank, without handing over charge of the Gardening materials entrusted to him by the Bank, the whole of

Gardening money and other dues payable to him shall stand forfeited to the Bank and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.

- 6.9 The Officer in charge would be the final authority regarding Imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.
- 6.10 If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the bank, before the said period of 90 days or before acceptance of offer, then the EMD submitted shall be forfeited.
- 7.0 **AGREEMENT :** The successful tenderer will have to enter into an agreement with the Bank as per the format enclosed within 14 days after acceptance of the tender by the Bank.
- 8.0 **SECURITY DEPOSIT:** The successful tenderer will have to deposit a Security deposit of 10 % of the Contract value and the same shall not carry any interest.

9.0 TERMINATION OF CONTRACT

- 9.1 Canara Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.
- 9.2 As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the Gardening deposit paid by the contractor shall stand forfeited.
- 9.3 The contractor shall follow such Act, rules and regulations (latest amendment(s)) of the State/State Government that are in force and that may be framed from time to time for completion of work. Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.
- 9.4 The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities

in executing the agreement including execution on stamp paper will also be met by the contractor.

- 9.5 Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.
- 9.6 Statutory deduction towards income tax will be made as per rules.
- 9.7 Prevailing Minimum Wages as notified by Regional Labour Commissioner (State) has to be paid to the labourers employed by Contractor.
- 9.8 Payment to the labourers shall be paid on or before 4th of every month and confirmed to the Bank.
- 9.9 The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
- 9.10 Good and service tax charged by the Contract shall be reimbursed upon production of receipt of preceding month.

10.0 GENERAL

- 10.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force .
- 10.2 The premises will be in possession of the Bank and the Contractor is permitted to enter the premises to carry out the Gardening services only. If at any time the contract is terminated or the contract comes to an end or if the Bank decides that the contractor should not be allowed to carry out the works, in that event, the Bank will be entitled to restrain the contractor from entering the premises. The contractor will have no right or interest in the premises and other items given by the Bank.
- 10.3 Contractor shall use the Gardening only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.
- 10.4 Contractor shall work under the supervision of the general administration Section of Circle Office Manipal, and such other authorized officers of the Bank as may be nominated from time to time.
- 10.5 The Contractor and his workmen will be subject to police verification regarding their antecedents.
- 10.6 The contractor should not have been black-listed by any Government or Private Organization.
- 10.7 The contract will not be given to any bidder for just being L-1. The

capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.

Note: Freak rate means the rates quoted for labour charges should not be less than the minimum wages recommended in the latest circular of state government. (Please refer latest circular under Ministry of labour and employment)

10.8 The offer containing measures of alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up. Conditional offers will be rejected.

10.9 The Contractor will have to provide the Bank with a list of employees category-wise located at the Gardening and also their emoluments for the purpose of verification.

10.10 All the personnel engaged by the Contractor entering upon the Bank buildings at Manipal shall properly be identified by badges, which may be worn by them at all times while in Bank premises. The Contractor will ensure that their employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Contractor upon receipt of complaint will have to immediately withdraw such employees from working in the Bank premises.

10.11 All the personnel engaged by the Contractor shall wholly and purely be in the employment of the Contractor and no claim of individual / collective nature on Bank's employment by any of the employees or claim of any nature on the Bank shall be tenable. The Contractor shall at all times keep the Bank fully and effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demand in any way arising out of or during the course of anything done or committed / omitted to be done by the Contractor including the demand which the Contractor's employees individually / through their Unions may have raised against the Bank arising out of this agreement or as a result of the termination therefor or earlier determination of the Contract.

11.0 LABOUR

11.1 The Contractor shall employ suitable labour to maintain the required quality of Gardening to the satisfaction of the Bank.

- 11.2 The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out works. The Contractor shall submit on the 4th and 19th of every month to the Bank a statement showing in respect of the second half of the preceding month and the first half of the current month (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 (latest amendment(s)) or Rules made there under and the amount paid to them.
- 11.3 The contractor shall apply and obtain license under the contract labour (R&A) Act 1970 (latest amendment(s)) and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- 11.4 The minimum age of the labour employed shall not be below 18 years.
- 11.5 The contractor shall comply with the provisions of the Codes of Wages, 2019, Workmen's compensation Act 1923, the payment of the Wages Act 1936, Factories Act, Minimum Wages Act 1948, Employment of Children Act 1938, Employers Liability Act 1938, Industrial Disputes Act 1947 and other Acts State or States with (latest amendment(s)), that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by Canara Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to Canara Bank as aforesaid shall be deemed to be deducted by Canara Bank or may be recovered by the management of Canara Bank from the contractor in the other manner.
- 11.6 The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.

- 11.7 As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- 11.8 As regards the Employees provident fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
- 11.9 The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- 11.10 The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per State Government guidelines for unskilled and for semiskilled/equivalent categories. The contractor shall provide the proof of disbursement of the wages and obtain their signature in the payment register on or before 7th of every month. If it falls on Sunday payment shall be made on previous day.
- 11.11 The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.

12.0 SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

Before commencing the work, contractor submit a SAFETY PLAN ' to the authorized Canara Bank, Circle Office, Manipal official. The 'SAFETY PLAN' shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract

Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara Bank decision in this respect.

- 12.1 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.
- 12.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Canara bank officials:-
Safety Helmets conforming to IS-2925:1984
Safety Shoes conforming to IS-1989:1978.
Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.wherever required
Hand and body protection devices conforming to: IS-573:1975
IS-6994:1973
IS-8807:1978
IS-8519:1977
- 12.3 Where it becomes necessary to provide and/or store petroleum products, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- 12.4 All electrical equipment's connection and wiring for equipment's, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. All electrical appliances including portable electric tool/equipment used by the contractor shall have safe plugging system to source of power and be appropriately earthed.
- 12.5 The contractor shall be held responsible for any violation of statutory regulations local, state or state and Canara Bank instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

13.0 ARBITRATION

- 13.1 All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the

- construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to Canara Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- 13.2 For the purpose of appointing the sole Arbitrator referred to above, Canara Bank will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- 13.3 The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to Canara Bank within thirty days of receipt of the names. Canara Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority of Canara Bank shall make the selection and appoint the selected person as the Sole Arbitrator.
- 13.4 If Canara Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to Canara Bank a panel of three names of persons who shall all be unconnected with either party. Canara Bank shall on receipt of the named as aforesaid select anyone of the person's name and appoint him as the Sole Arbitrator. If Canara Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.
- 13.5 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 13.6 The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or

any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

- 13.7 The award of the Arbitrator shall be final and binding on both the parties. subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 13.8 “The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman’s Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.”
- 14.0 **PAYMENT TERMS:** The payments shall be on monthly basis on format prescribed by Bank, subject to production of Attendance Register, Proof of payment of wages, ESI, PF and filing returns to Statutory Authorities.
- 15.0 The successful tenderer shall execute the agreement (Annexure 4) on a stamp paper of appropriate value within fourteen days from the date of acceptance of the offer.
- 16.0 **FORFEITURE OF EMD:** Bank reserves the rights to cancel the order and forfeit the EMD if,
- Initial Security Deposit is not submitted within the stipulated time;
 - Agreement is not entered within stipulated time.
 - If any tenderer withdraws his tender before the said period (last date of the submission of the tender) or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
 - The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.

Note:

- All gardening services are to be carried out on all the six days in the week (Monday to Saturday) irrespective of Bank holidays. The contractor has to engage minimum 2 workmen for watering the lawn/Garden and plants on Sundays.

FACILITIES PROVIDED BY THE BANK TO THE GARDENING CONTRACTOR

Free supply of water for carrying out Gardening services will be provided. The contractor has to take the utmost care in utilization of water.

Tenderers may inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.

ANNEXURE 4

CONTRACT AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 20__ BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bengaluru) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri _____ and (hereinafter called the Contractor which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous to undertake Gardening services at Canara General Administration Section, Circle Office Manipal - 576104 as detailed in the _____ and has been accepted by the Employer on the terms and conditions as set out therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) Scope of Works and eligibility Criteria
 - c) Selection Process
 - d) General Rules and Instructions for the guidance of Tenderers
 - e) General Conditions of contract along with Annexure thereto
 - f) Details of various items to be supplied by the Contractor
 - g) Tender offer, Contract Agreement Format, Indemnity Bond format & Bank Guarantee format, if any, leading to and prior to acceptance letter.

- h) Address of Canara Bank , General Administration Section , Circle Office, Manipal - 576104
- i) Price - Bid.

[Note: * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the Employer/ Bank to the Contractor, the Contractor hereby covenants and agrees with the Employer/ Bank to carry out Gardening services and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Contractor,

_____ to the Employer _____ in the presence of:

Signature of Contractor (with seal)
Signature of Authorised representative
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

ANNEXURE 5

INDEMNITY BOND

(To Be Submitted by the Successful Contractor in stamp paper)

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand _____ (__.__.20__) By M/s ----- duly represented by one of its partners/proprietor -----, aged -- years, son of Sri -----, residing at -----.

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Tenderer) on the other part

Whereas My Firm/Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and for carrying out Gardening services at Canara Bank , Circle Office, Manipal - 576104 has been awarded in favour of my Firm/ company by Canara Bank, Premises & Estate Section, General Administration Wing, Circle Office, Manipal.

And whereas for undertaking the contract for Gardening services, my firm/company has entered into contract agreement on __.__.20__.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. __.__.20__ and in consideration of Canara Bank having agreed to make payments on or before 10 th of the every calendar month, for the bills claimed by my firm/company for rendering Gardening services and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank and its officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, as specified by Canara Bank from time to time, for which I shall be solely responsible.

Signature of Contractor with seal

[Note : * Strike off whichever is not applicable]

ANNEXURE 6

BANK GUARANTEE FORMAT FOR INITIAL GARDENING DEPOSIT

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee cover from Dated:
To Dated:
Last Date for Lodgment of claim:

To:
Asst. General Manager
GA Section Canara Bank,
Circle Office, Manipal.

In consideration of (Hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (Hereinafter called the "the obligator(s)") from the demand of Gardening deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (Hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (Hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said

agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees only)

(ii) This Bank Guarantee is valid upto and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Mention period of the guarantee as found under clause (ii) above plus claim period).

(iv) “The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman’s Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.”

PLACE:

DATE:

SIGNATURE & SEAL OF TENDERER

BID DOCUMENT

APPLICATION

TECHNICAL BID

| | | |
|-----|--|--------------------------|
| 1. | Name of the Company/Firm/Proprietorship | |
| 2. | Name of the Applicant | |
| 2.a | Address (Head Office/Registered Office with telephone, Fax number, web-site details) | |
| 2.b | Email Address | |
| 2.c | Residential Address (Proof to be Enclosed): | |
| 2.d | Office/Branch address at Udupi/ Manipal/ Mangalore (erstwhile Dakshina Kannada Dist.) along with details of local in-charge's name, mobile no. | |
| 3.a | Status of the Firm (Whether Company/ Partnership / Proprietary) | |
| 3.b | Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any): | i. ii. iii. iv. |
| 3.c | Year of establishment | |
| 4.a | Whether registered with Registrar of Companies / firm. If so, No. & Date (copy to be enclosed) | |
| 4.b | Whether registered under shops & Establishment Act (copy to be enclosed) | |
| 4.c | Whether License to run the Gardening from appropriate authority obtained or not (copy of certificate to be enclosed) | |
| 4.d | Details of Registration under various other statutory acts (attach copies of all) | |
| 5. | Registration with Tax Authorities | |
| 5.a | Weather Partnership Deed is registered | |
| 5.b | Whether copy of Certificate of Incorporation, Articles, and Memorandum of Association in case of a Company I Partnership Deed in case of a Partnership Firm is enclosed? | |

| | | |
|--|--|--|
| 5.c | PAN No. | |
| 5.d | GSTIN No. | |
| Furnish copies of Income-tax returns, registration | | |
| 6. | Furnish the particulars of Power of Attorney holder or letter of authorization (if applicable) for signing the Tender document | |

7. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss account for three years or TO certified by CA).

| Sl. No. | Year | Turnover Rs. in lakhs |
|---------|------------|-----------------------|
| 1 | 2020- 2021 | |
| 2 | 2021- 2022 | |
| 3 | 2022- 2023 | |

8. Whether rendering Gardening facilities to Government / Public Sector / Banks/private sector organizations:-

| NAME OF THE ORGANIZATION | Location & Address | Staff strength at each location | Year of service | Contract value |
|--------------------------|--------------------|---------------------------------|-----------------|----------------|
| | | | | |
| | | | | |
| | | | | |

If required use additional sheet for providing full details.

9. Details of the qualifying works (please mention only such contracts which qualifies for the category for which you have applied)

| Sl .No | Name of client Gardening services extended for (name of the organization with address, concerned office & telephone no) | Number of staff in the organization at that location | Contract value | Period of service | If work left incomplete or terminated (furnish reasons) & other remarks if any |
|--------|---|--|----------------|-------------------|--|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

If required use additional sheet for providing full details.

Note: Copies of agreement and satisfactory performance certificate obtained from the client shall be enclosed.

10. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

| NAME OF THE OFFICIAL | ORGANIZATION & ADDRESS | CONTACT NUMBERS |
|----------------------|------------------------|-----------------|
| | | |
| | | |
| | | |

11. Technical bid containing:-

Demand draft No: _____ Dt. _____ For Rs.25,000 /- issued by _____ being EMD amount.

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.
3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.
4. I / We have read the instructions appended to the proforma and I / we understand that if any false information is detected at a later date the contract shall be cancelled at the discretion of the bank.

Place:

Date:

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION
SEAL OF ORGANIZATION

Enclosures:

- 1.
- 2.
- 3.
- 4.

CHECKLIST FOR ENCLOSURES

(Tenderer should fill up YES or NO without fail)

| SNo | Bid Enclosures | Yes or No |
|------|---|-----------|
| 1.0 | Whether the Tender is submitted in Three covers Technical Bid, Price Bid and Application Fee separately? | |
| 2.0 | Whether Technical Bid (Envelope- A) contains the following | |
| 2.1 | Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted. | |
| 2.2 | All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted | |
| 2.3 | Whether application fees (non-refundable) amount as specified in the Tender shall be submitted along with Technical Bid | |
| 2.4 | Whether Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted along with Technical Bid | |
| 2.5 | In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted | |
| 2.6 | Duly filled up Technical Bid shall be signed by the authority, stamped and submitted | |
| 2.7 | Duly filled up all Annexure shall be signed by the authority, stamped and submitted | |
| 2.8 | Duly filled up Price Bid format shall be signed by the authority, stamped and submitted | |
| 2.9 | Supporting documents to meet the Eligibility Criteria | |
| | a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped | |
| | b) Tenderer's Certificate of Incorporation, License or Registration shall be submitted | |
| | c) Balance Sheet and Profit & Loss accounts for the past three year shall be submitted. | |
| | d) Clientele list of the Nationalized Bank's/ Government Organization already engaged shall be submitted | |
| 2.10 | Whether Solvency Certificate is attached? | |
| 3.0 | Whether Price Bid (Envelope-B) contains the following | |
| | Duly filled up Price Bid with signature and stamp in all headings shall be submitted | |
| | Whether corrections or overwriting if any is attested? | |
| 4.0 | Whether all pages in the tender document is duly signed by the Authorized Person? | |

Checklist should be enclosed in technical bid

SIGNATURE OF THE TENDERER WITH SEAL

TENDER OFFER

I/We have read and examined the Notice Inviting Tender, eligibility criteria, proforma filled in by the successful Tenderer, Schedules, Specifications Applicable, Scope of works, General Rules and Instructions, General Conditions of Contract, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for selection of Contractor for rendering Gardening services specified for the Employer within the time specified, at the rates specified in the attached Price Bid and in accordance in all respects with the specifications, terms and conditions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 (One hundred Twenty days) from the due date of opening of Price bid thereof and not to make any modifications in its terms and conditions. A sum of Rs.....is hereby forwarded as earnest money deposit (EMD) in form of Demand Draft of (Name of the issuing Scheduled Bank) bearing no..... and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely otherwise the said earnest money deposit shall be retained by it towards Gardening deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner/ Proprietor/ Authorised representative of the Company, is the person authorised to negotiate Price, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Signature of Tenderer
Name & address:
Full Postal Address
including Pin Code No.
& Telephone No.

Dated the:day ofMonth of year 20__

Witness,

1).

2).

CERTIFICATE OF CONFORMITY

Date:

To:

The Asst. general Manager
GA Section ,
Canara Bank Circle Office
Manipal.

CERTIFICATE

This is to certify that, the services for rendering Gardening services at Canara Bank Circle Office building , Manipal which we shall provide, if we are awarded with the work, are in conformity with the Scope of Work in the Tender document. We also certify that the price we have quoted is inclusive of all the cost factors involved in the execution of the contract, to meet the desired standards set out in the Conditions of the contract.

Signature:

Name:

Designation:

Seal:

SELF DECLARATION

Ref:

Date:

To:

The Asst. General Manager
GA Section ,
Canara Bank Circle Office
Manipal.

In response to the tender No. _____ dated _____ as owner/ partner/
Director of _____ I/We hereby declare that our Agency is
having unblemished past record and was not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time. We have not been
blacklisted by IBA or any other agency in the past. We also undertake that no employee
of Canara Bank is in any way connected with or directly involved in the management or
activities of our company.

I/We further declare that there has been no damage to records at any of our facility due
to FIRE / BURGLARY.

Signature:

Name:

Designation:

Seal:

PRICE BID

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

I, Shri/Smt. _____ have gone through the general rules and instructions provided by the Canara Bank, General Administration Section , Circle Office at Manipal and am quoting the price for the items mentioned below. I undertake to provide the services at the rates mentioned hereunder, if the contract is awarded.

| | | |
|----|-----------------------------------|--|
| 1. | Name of the Contractor | |
| 2. | Address | |
| 3. | Telephone No./Mobile No./email ID | |

| Monthly Amount/ Charges for Garden Maintenance work (as per Scope of work) at Canara Bank Circle Office building , Annex buildings, Executive Quarters Manipal (Excluding GST). | 1 st Year rate per month in Rs. (A) | 2 nd Year rate per month in Rs. (B) |
|--|--|--|
| | | |
| Grand Total in Rs. for Two Years Excluding GST= (A+B)*12 | | |

Amount in words ::

Note: The tenderer shall quote the rates excluding GST and inclusive of all expenses/cess/taxes of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and no claim for enhancement of quoted rates on any account shall be considered.

Place:
Date:

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION

SEAL OF ORGANIZATION