



**REGIONAL STAFF TRAINING COLLEGE,
PLOT NO 80, SECTOR 18,
GURUGRAM-122015.**

**TENDER DOCUMENT
FOR
HORTICULTURE SERVICES
AT
CANARA BANK RSTC, GURUGRAM**

IMPORTANT

To be submitted in a sealed covers along with EMD superscribing the name of work and name and address of the tenderer

Administration Section,
Regional Staff Training College,
Plot No 80, Sector 18, Gurugram-122015
Contact: 0124-2341589, 90 Email: rstccodel@canaraBank.com

PART A - NOTICE INVITING TENDER (NIT)

DATE: 25/07/2017

Sealed tenders on lump sum rate basis are invited from **eligible Contractor FOR HORTICULTURE SERVICES AT CANARA BANK REGIONAL STAFF TRAINING COLLEGE (RSTC), PLOT NO 80, SECTOR - 18, GURUGRAM - 122 015** for three years period. Tender Documents containing **26** pages may be obtained from the Divisional Manager, Administration Section, Regional Staff Training College, Plot no 80, Sector 18 Gurugram-122015 during working hours from **25/07/2017 to 22/08/2017** or can be downloaded from Bank's website www.canarabank.com.

Earnest Money	:	Rs.25,000/- (Twenty five Thousand only) by crossed demand draft payable at Delhi in favour of 'CANARA BANK, RSTC GURUGRAM, PAYABLE AT GURUGRAM'.
Last date & time of submission of tender	:	On or before 3 PM,22/08/2017 as per instructions in the tender documents
Time and date of opening of Bid	:	
Technical Bid	:	Date: 22/08/2017 Time: 3:30 PM
Financial Bid	:	Will be informed separately to the qualified bidders.
Components of Tender	:	Part A - NIT Part B- General Rules & Instructions to tenderer Part C - General Conditions of Contract Part D - Details of the Building Part E - Scope of works Part F - Technical Bid Part G- Price Bid

TENDER DOCUMENT ISSUED TO

M/S _____

On _____

DIVISIONAL MANAGER

PART B - GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. Sealed Tenders for the above noted work are hereby invited from eligible Contractors.
 2. Tenders should be addressed to the Divisional Manager, Administration Section, Regional Staff Training College, Plot no 80, Sector 18, Gurugram-122015 to be submitted in a sealed cover along with EMD and super scribing the name of work and name and address of the Tenderer.
 3. Eligibility Criteria:
 - a) The applicant must be a Registered, Licensed Company or Partnership firm or Sole proprietor or Individual.
 - b) The applicant must have a proven track record of minimum 3 years in rendering Horticulture services to minimum two reputed clients, institutions/ PSBs.
 - c) The applicant must have a minimum annual turnover of Rs. 25 Lac (Rupees twenty five Lac only) during each of the last three financial years, exclusively in Horticulture services.
 4. The applicant must produce relevant documentary evidence along with the duly filled application form.
 5. Non disclosure of relevant information or furnishing of incorrect information or documents will invite disqualification from the process.
 6. The applicant shall not have any right to participate in the Price Bidding process merely on satisfying the above eligibility criteria or on being found suitable to apply for tender.
 7. The applicant must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority or Competent Court.
 8. The applicant must not have rescinded or abandoned any contract awarded by any of his client before the expiry of prescribed period of contract.
 9. The applicant is not a sub-Tenderer to any other entity or person nor has at any time sub-let the contract awarded to the applicant to any other person.
 10. The applicant has complied with all labour laws and obtained all licenses, approvals, permissions to carry on the business of Horticulture services.
 11. The applicant does not suffer or has not suffered any disqualification to render the Horticulture services at any time in respect of matters not enumerated herein.
 12. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his pre-qualification application forms.
 13. The applicant is or has not formed or part of any cartel at any time for processing any contract including the present tender.
 14. Canara Bank, RSTC Gurugram is not responsible in any manner for the postal delay or loss or non receipt of tender documents.
 15. Prequalification will be on the basis of marks secured in various parameters as per the Scoring Matrix- Technical Bid. The bidder has to secure minimum 50% marks (35 out of 70) to be eligible for prequalification.
 16. The Canara Bank, RSTC Gurugram reserves the right to reject all or any of the tender documents without assigning any reason there for.
 17. The tenderer should submit a Performance Guarantee from any Nationalized Bank towards security deposit.
 18. The tender process will be in two cover system.
- i. **Envelope Cover - I :**
This envelop will contain -
- a). Application form duly filled in along with necessary enclosures.
 - b). Tender document duly signed in all pages by the tenderer.

- c). EMD of Rs.25,000/- (Twenty Five Thousand Only) in the form of a Demand Draft or Banker's Cheque in favour of Canara Bank, RSTC Gurugram from any scheduled commercial Bank.
d.) Documents called for eligibility should be as per S. No. 20.

ii. Envelope Cover - II

This envelop will contain the Price Bid.

The tender will be rejected if the tenderer fails to submit the required EMD in envelope-1 above.

iii. The process of selection will be as under:

- I. First, the envelop or Cover -I will be opened in the presence of the tender committee of RSTC Gurugram and the authorized representatives of the bidders on scheduled date and time specified on page no.2 of this tender document. The application will be checked for fulfillment of all eligibility criteria. The veracities of the claims will be tested to the satisfaction of the committee, and short listing of applications will be done based on such criteria. The bidder who scores minimum 50 % marks (i.e. 35 out of 70) as per the Scoring Matrix- Technical Parameters for Horticulture Tender-2017 will only be shortlisted.
 - II. The shortlisted applications or units may be subject to onsite inspection and enquiry, with a view to establishing their suitability for undertaking the assigned job. The criteria for satisfactory inspection of the units will be decided by the committee.
 - III. The Price Bid in respect of such shortlisted applicants, who have qualified after satisfactory onsite inspection or enquiry, will be opened. Price bids opening intimation will be given to the shortlisted bidder.
 - IV. The College will not accept any conditional tender from the vendor, i.e., quoting any conditions in the tender form and their tender application will be rejected.
19. Please submit duly filled, enclosed application form signed by the applicant on all the pages including General and Special Terms and Conditions (with all necessary documentary evidences wherever applicable and all annexure) in a sealed cover super scribed "**Technical Bid for Horticulture Services at Canara Bank, RSTC Gurugram**" and the Price Bid in a separate cover super scribed "**Price Bid for Horticulture Services at Canara Bank, RSTC Gurugram**" and both the sealed covers put in a single sealed Cover super scribed "**Technical Bid & Price Bid for Horticulture Services at "Canara Bank, RSTC Gurugram"**" addressed to The Divisional Manager, Canara Bank, Regional Staff College, Gurugram, so as to reach the RSTC Gurugram on or before **22nd August 2017, before 3.00 p.m.** The College will not be responsible for any postal delay or loss or non-receipt thereof. No consideration will be given to a Tender received after the date and time specified above.

20.) Documents to be enclosed (in Technical Bid):

- 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.,
- c. Certificate of Registration with Professional Tax Office, Haryana Govt.,
- d. Certificate of Registration under Haryana Govt. General Sales Tax Act. With GST No.
- e. Certificate of Registration under Shops & Establishment Act,
- f. Certificate of Registration with the Office of the Regional Provident Fund Commissioner,
- g. Certificate of Registration with Employees' State Insurance Corporation,
- h. Audited Financial Statements (P&L and Balance Sheet) for the last three Financial Years and certified from Chartered Accountant confirming turnover of Rs. 25.00 lacs per annum for Horticulture Services.
- i. Income Tax Assessment copies for the last three financial years.
- j. Performance certificate providing presently ongoing Horticulture services from minimum two reputed firms.
- k. Copy of PAN card.
- l. Certificate of I S O, if available

Sd/-

**DIVISIONAL MANAGER
CANARA BANK, RSTC
GURUGRAM**

PART C - GENERAL CONDITIONS OF CONTRACT

DEFINITIONS:

BANK shall mean “Canara Bank” Head Office, or its authorized representatives

TENDERER/CONTRACTOR shall mean the successful tenderer to whom the work is awarded

SITE means Regional Staff Training College (RSTC) constructed on plot no 80 Sector-18, Gurugram

CONTRACT means this “NIT” (Notice Inviting Tender) and its components

1. SECURITY DEPOSIT

- 1.1. The successful bidder should submit a Security Deposit for **10% value of the contract or Rupees One lacs whichever is more** within **fifteen days** from the date of acceptance order towards performance of the Contract.
- 1.2. The Security Deposit shall be by way of Performance Bank Guarantee issued by a Scheduled commercial Bank in India other than Canara Bank.
- 1.3. The Performance Bank Guarantee should be valid for 36 months or entire contract period from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity.
- 1.4. 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 Tenderer rendering a No Demand and No Due Certificate by In-Charge/Officials of Regional Staff Training College (RSTC), and after adjusting any sums due to Canara Bank from the Tenderer.
- 1.5. 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.
2. The local address of the Tenderers, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone numbers (both office and residence), mobile numbers, fax numbers and email.
3. All entries in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
4. Tenderer shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & put seal in each and every page of the tender document before submitting tender.
5. The rate should be quoted in figures as well as in words in Indian Currency (INR) only.
6. 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.**
7. In quoting rates, the tenderer are advised to take into account all factors including any fluctuations in market rates. No claim for **enhanced rates** will be entertained during the currency of the contract.
8. The rate to be quoted by the tenderer shall be firm and shall cover and include cost of all materials wages to the labourers (subject to complying with minimum wages Act), supervisors, equipments deployed, Tenderer's profit, transportation charges and all statutory levies, PF, ESI but excluding GST 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-G.

9. The Tenderer shall bind himself and executors or administrators and shall indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings, costs, charges and any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law, Act, Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employed or engaged by the Tenderer in connection with this contract. This indemnity shall survive even after termination of the contract.
10. The Tenderer shall be responsible for all the claims of his employees and the employees of the Tenderer shall not make and claim whatsoever against the Bank. The Tenderers' workmen will not have any right whatsoever to get absorbed in the Bank.
11. The Tenderer shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infections or diseases.
12. The Tenderer shall obtain adequate insurance policy in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death, injury or disablement at work etc.
13. The Tenderer 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.
14. The Tenderer shall insure or keep insured against fire, theft, injury, accident and also third party risks all goods, articles, equipments being used by him or his employees and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract. The Insurance policy will be assigned to the College.
15. The Tenderer shall arrange and pay for policy under public liability Insurance Act 1991 and Insure and keep Insured all substances which are or have been declared to be hazardous under the notification/s issued or that may be issued from time to time under the above Act or any rule framed there under and which substances are used by the Tenderer during the course of the contract.
16. Tenderer shall ensure that the Tenderer's employees maintain peace, order and decorum in the premises. Any disturbance in the premises by the Tenderer or his agents/employees would render the termination of the contract without notice by the Bank.
17. All questions relating to the performance of the obligations under this agreement and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof, shall be referred to the College Incharge, Canara Bank, RSTC Gurugram, whose decision shall be final, conclusive and binding on the parties to this agreement.
18. The rate quoted in the tender shall remain valid for a period of ' SIX MONTHS' from the date of opening tender, for acceptance by Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds.
19. The contract for Horticulture services is for a period of three years from the date of commencement of the contract subject to review at the expiry of every three month, and may be renewed for a further period of one year at the end of the contracted period of 36 months, at the discretion of the College. However half yearly review would be conducted to assess the performance. The Contractor will be obligated to meet the Gardenening Committee once in a month for assessing and monitoring of the Horticulture services rendered and for which notice will be given to him or her either in person or by written communication.

20. The performance of Contractor would be assessed and monitored by the Sub Committee at periodical interval with or without the assistance of external expertise as may be decided by the College. The Contractor shall comply with such observations or feedback made and furnished for improvement of the services by him or her.
21. The contract shall be terminated on the expiry of three years by efflux of time or earlier, by one month's notice at the option of the College, if any of the stipulated conditions or qualitative dimensions of the menu or services agreed upon by the contract are not met to the satisfaction of the College. The Contractor shall have the option to terminate the agreement after giving three months notice to the College of such termination but such security deposit will be forfeited. If during the currency of the contract, any Government notification prohibits employment of contract labour for Horticulture services, the contract shall come to an end forthwith and no compensation shall be paid to the Tenderer. Besides if the contract is terminated as stated above the Contractor shall be entitled to the payment up to the date of termination for the work already performed.
22. The Contractor 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.
23. **Before quoting, the tenderer are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions.** If the tenderer has submitted tender, it will be presumed that he has visited site and is well acquainted with the requirement, location and topography of site. The tenderer should specifically note that it is tenderer responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
24. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
25. No employee of Canara Bank shall be engaged by the Tenderer during the course of carrying out the works.
26. The tenderer shall deposit a sum of Rs.25,000/- (Rupees Twenty Five thousand only) towards Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized Bank or from a scheduled Bank drawn in favour of Canara Bank, RSTC Gurugram, payable at Gurugram.
27. The Tenderer has to get the police verification done for the employees engaged by them for the work, submit photocopy of the same, provide them with either photo id card or letter addressed to Bank with the photo of employees duly attested by the company, maintain an attendance register of the persons employed by them and the same to be got inspected daily by the Bank's Officer-in-charge or Bank's Officer identified by Bank/RSTC.
28. If any of the labour employed by the Tenderer is found to be minor, underperforming or any misbehavior is found/reported while on duty, Bank reserves the right to ask for a suitable substitute, apart from calling action against the company and taking suitable action.
29. No alterations or additions are to be made by the Tenderers to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
30. 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. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.
31. 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 Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.

32. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderer, offer letter, General conditions of contract, Annexure's, technical specifications shall form a part of the contract document.
33. The EMD of unsuccessful tenderer's shall be returned within 7 days after finalising the contract.
34. The EMD of successful tenderer's shall be returned after submission of Performance Guarantee.
35. Canara Bank shall have the right to withhold payment of, or make recoveries from claims due to the Tenderer 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 Tenderer.
36. The Tenderer or his authorised representative shall be in attendance in Canara Bank premises during all working hours for supervising the work. For any negligence of the service employed by the Tenderer or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the Tenderer shall be personally responsible and shall make good the loss forthwith.
37. Whenever under the contract any sum of money shall be recovered from, or payable by the Tenderer, the same shall be paid by the Tenderer on demand such amount may also be deducted from any sum due, or from any sum which at any time there after becomes due to the Tenderer under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
38. If Canara Bank engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the Tenderer to engage adequate number of workers, in that event, Tenderer has to reimburse to Canara Bank, the extra cost involved on this account.
39. 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 Tenderer each day on completion of work.
40. Without prejudice to any rights or remedies under this agreement if the Tenderer 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 Tenderer.

41. TERMINATION:

- (a) Canara Bank shall be at liberty to terminate the contract by issuing **one month's notice** to the Tenderer without assigning any reason whatsoever. Bank shall not entertain any claim or compensation by Tenderer for such termination of Contract.
 - (b) As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the Tenderer 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 Tenderer and under such circumstances, the security deposit paid by the Tenderer shall stand forfeited.
42. The Tenderer shall follow such Act, rules and regulations of the State/Central 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 Tenderer.
43. The Tenderer shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the Tenderer.
44. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the Tenderer and the Bank.
45. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bill's payable to Tenderer.
46. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Central) has to be paid to the labourers employed by Tenderer. This will be sole responsibility of the Tenderer and they will be held responsible in case of any violation.
47. Payment to the labourers shall be paid on 7th of every month and confirmed to the Bank.
48. The challan's and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
49. Service tax charged by the Contract shall be reimbursed after production of receipts.

50. LABOUR

- 51.1 The Tenderer shall employ suitable labour to maintain the required quality of work to the satisfaction of the Bank.
- 51.2 The Tenderer 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 Tenderer 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 or Rules made there under and the amount paid to them.
- 51.3 The Tenderer shall apply and obtain license under the contract labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The Tenderer shall furnish necessary returns to the authority through Bank.
- 51.4 The minimum age of the labour employed shall not be below 18 years.
- 51.5 The Tenderer shall engage all the workers as per requirement, duly verifying the police records and proof the same should also be submitted to Bank for Banks records.
- 51.6 The Tenderer shall comply with the provisions of the 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 Central or States, 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 Tenderer 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 Tenderer, 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 Tenderer in the other manner.

- 51.7 The Tenderer 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 Tenderer 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.
- 51.8 As regards Employees State Insurance Act, the Tenderer shall submit Photostat copies of the challan's 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.
- 51.9 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.
- 51.10 The Tenderer 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 Tenderer 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.
- 51.11 The Tenderer shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories. The Tenderer shall disburse the wages in the presence of the Bank's representatives 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.
- 51.12 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.

52. SAFETY CODE - RESPONSIBILITIES OF THE TENDERER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

- 52.1 Before commencing the work, Tenderer should submit a 'SAFETY PLAN' to the authorized Canara Bank official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the Tenderer 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 Tenderer 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. Tenderer shall abide by Canara Bank decision in this respect.
- 52.2 The Tenderer 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.
- 52.3 The Tenderer 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 Belts conforming to IS-3521:1983.
 - Safety Shoes conforming to IS-1989:1978.
 - Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
 - Hand and body protection devices conforming to:
 - IS-2573:1975
 - IS-6994:1973
 - IS-8807:1978
 - IS-8519:1977
- 52.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders upto 25 meters , equipment's etc used by the Tenderer shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized Canara Bank official who shall have the right to ban the use of any item.
- 52.5 The Tenderer shall adopt all fire safety measures.
- 52.6 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the Tenderer shall store the same safely as per the directions of the Bank.
- 52.7 The Tenderer shall be held responsible for any violation of statutory regulations local, state or central and Canara Bank instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another Tenderer's or agency's. 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 Tenderer.
- 52.8 **INDEMNITY BOND:** Tenderer shall sign an Indemnity Bond in an approved format as per ANNEXURE A before starting the work, indemnifying the Bank 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 for which the Tenderer shall be solely responsible.
- 52.9 In case of any damage to property by the Tenderer, Canara Bank shall have the right to recover the cost of such damages from payments due to the Tenderer and decision of the Bank shall be binding on the Tenderer.
- 52.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the Tenderer, Canara Bank shall recover the cost of such delay from payments due to the Tenderer, after notifying suitably and giving him opportunity to present his case.

- 52.11 In the event of any damage to the loose furniture's, interiors, computers and such other equipments or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the Tenderer.
- 52.12 If the Tenderer fails to improve the standards of safety in its operation to the satisfaction of Canara Bank after being given a reasonable opportunity to do so, and/or if the Tenderer fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Canara Bank official, Canara Bank shall have the right to take corrective steps at the risk and cost of the Tenderer after giving a notice of not less than seven days indicating the steps that would be taken by Canara Bank.
- 52.13 The Tenderer shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized Canara Bank official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by Canara Bank. In addition, the Tenderer to the authorized Canara Bank official shall also submit periodic reports on safety from time to time as prescribed.
- 52.14 Before commencing the work, the Tenderer shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of Canara Bank.

53. ARBITRATION

- 53.1 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.
- 53.2 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 Tenderer a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- 53.3 The Tenderer 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 there upon without any delay appoint the said person as the Sole Arbitrator. If the Tenderer 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.

- 53.4 If Canara Bank fails to send to the Tenderer the panel of three names as aforesaid within the period specified, the Tenderer 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 persons 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 Tenderer accordingly, the Tenderer shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.
- 53.5 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 Tenderer 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.
- 53.6 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.
- 53.7 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.
54. In case the Tenderer or any of his employees, fails to fulfill his obligations for any day or any number of days, to the satisfaction of the COLLEGE, for any reason whatsoever, he shall pay by way of liquidated damages, a sum of Rs.100/- per participant per day for the entire number of such days and the COLLEGE shall without prejudice to their other right and remedies, shall be entitled to deduct such damages from the money, if any, payable by them to the TENDERER.
55. The details of the building shall be as per Part - D.
56. The Scope of work shall be as per Part - E.
57. **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.
58. The successful tenderer shall enter into agreement with the Bank on the format as per ANNEXURE - B within fifteen days from the date of acceptance of the tender.
59. **FORFEITURE OF EMD:** Bank reserves the rights to cancel the order and forfeit the EMD if,
- Security Deposit is not submitted within the stipulated time;
 - Agreement is not entered within stipulated time;

PART D - DETAILS OF THE BUILDING

1. The Regional Staff Training College building constructed on plot no 80, Sector 18, Gurugram - 122015 and having total plot area of 12,160 sqmtrs, The building consists of main administrative building containing entrance lounge, auditorium, Principal and GM cabins, administrative block, 6 lecture rooms, faculty rooms, UPS rooms, toilets, corridors, stairs etc, canteen block of approx. 700 sqmt area, hostel block of approx. 1200 sq mtrs with 44 hostel rooms of double occupancy and attached toilets, caretakers residence, substation building etc.
2. The premises also consists of 2 Nos DG sets, 2 numbers central AC plant, electrical substation, sump tanks for domestic & fire fighting arrangement, pump room to facilitate pumping of water from the sump to the overhead tanks as well as pumps for the fire fighting systems. The site also consists of founder's statue, brick and MS grided compound wall and gates, security shed, open parking lots, garden area, sanitary chambers, pathways, garbage dumping area, guard room and ATM etc.,

PART E - SCOPE OF WORKS

HORTICULTURE SERVICES

1. Three gardeners/Malis to be provided per day to take care of gardens, lawns & landscaping on all days including holidays & Sundays. Out of the three, one shall be supervisor.
2. Working hours of the Malis have to be a maximum 8 hours per day.
3. Adequate quantity of manure/fertilizers/pesticides to be provided at regular intervals and cost of the same is included in tender; periodicity of the same will be finalized in consultation with Bank Officials.
4. The contract to cover the entire garden, lawn & landscaping inside the complex and also the area adjacent to the entrance side wall outside the complex and the ATM area.
5. The contractor to make own arrangements for disposal of garbage at HUDA 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.
6. New plants/trees (Indoor & Seasonal) to be planted according to the season in consultation with RSTC Gurugram. Plant/Trees will either be provided by RSTC Gurugram or reimbursed.
7. Pruning of the plants to be done at regular intervals.
8. 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.
9. Areas near the canteen, kitchen garden and hostel block to be developed and maintained.
10. Horticulture expert/Supervisor 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. Also indoor plants in each of the class rooms, halls, passages etc. should be provided and maintained by the contractor.
11. Hedge, Edge, Miniature Climbers & Creepers to be developed and maintained.
12. Plant Nursery has to be developed and maintained.
13. Fogging should be done twice a month in all the vacant premises and also near to the building area to check the growth of insects.
14. The contractor needs to attend to any other work as required by College Administration.
15. 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 in

engagement/recruitment/deployment of the persons for the aforesaid jobs i.e. engaging minors, payment of their dues correctly and promptly, **payment of 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.

16. 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.
17. 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 the RSTC COMPLEX 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.
18. 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.
19. **No minor/child labour to be deployed on job as per prevailing government rules/statutory regulations.**

SIGNATURE OF THE TENDERER WITH SEAL

**PART - F - TECHNICAL BID FOR HORTICULTURE CONTRACT
(TO BE SUBMITTED IN A SEPARATE SEALED COVER)**

APPLICATION FORM

1	Name of the Individual/ Firm/Organisation and Address (with Telephone number)	
2	Name of the Contact Person with Tel No	
3	Details of Registration with Labour Department/MCH (Central/State)	
4	Name of the Proprietor/ Partners/ Directors together with Technical qualification	
5	Past Experience in the field (Please enclosed testimonials on the above)	

Period of Contract		Name of the Firm/Person/Organization for whom Horticulture contracts undertaken	Type of the Contract undertaken	Value of contract & other details	Remarks, if any
From	To				

(Add additional sheet if required)

6	List of Organisations/Persons to whom Horticulture services are presently being rendered along with certificate proofs	
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Period of Contract		Name of the Firm/Person/Organization for whom Horticulture contracts undertaken	Type of the Contract undertaken	Value of contract & other details	Remarks, if any
From	To				

7	Annual turnover during the last three years (Enclose copies of last three years audited financial statements)	
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Year	2014-15	2015-16	2016-17
Turnover (Rs. In Lacs)			

8	Whether an Income Tax Assessee? 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	Service Tax/ GST/Sales Tax/ VAT/ESI/EPF Regn Nos. if any enclose photocopies. Enclose a copy of latest Assessment Order	
12	Enclose Performance Certificate from previous and present clients	

13	Whether 24x7 service and support will be available	
14	No of persons employed	Permanent: Temporary:
15	Name and Address of Bankers and type of facility enjoyed from them	
16	Name of references and their address with telephone numbers	1.
		2.

Date:

Signature of the Tenderer with Seal

Name and Address

Note: Documentary evidences should be enclosed, wherever necessary

SCORING MATRIX- TECHNICAL PARAMETERS FOR HORTICULTURE TENDER-2017

Parameters	Max Marks	Score
1. CONSTITUTION		
Name:		
Public Ltd Co	10	
Pvt Ltd Co	09	
Partnership Firm	08	
Proprietorship/Individual	07	
2.EXPERIENCE		
>10 Years	10	
>07 Years	09	
>05 Years	08	
>03 Years	07	
3.ACADEMIC/PROFESSIONAL QUALIFICATION		
Any one of the active Directors/partners/Proprietor having professional qualification in Horticulture.	10	
Others	08	
4.CAPITAL EMPLOYED IN BUSINESS (AS PER LAST AUDITED BALANCE SHEET)		
>Rs. 25 Lacs	10	
>Rs.15 Lacs	09	
>Rs.10 Lacs	08	
< Rs.05 Lacs	06	
5.ANNUAL TURN OVER (EXCLUSIVELY IN HORTICULTURE SERVICES)		
Over 3 Crores in each of last 3 years	10	
>Rs. 2 Crores but < Rs. 8 Crores	09	
>Rs.1 Crores but < Rs. 5 Crores	08	
< Rs. 1 Crores > Rs 25 lacs	06	
6.PAST PERFORMANCE(PERFORMANCE CERTIFICATE SUBMITTED)		
More than two reputed firms	10	
Two reputed firms	06	
7. INSPECTION OF FACILITIES ETC (to be decided by the Committee based on field visit, testimonials attached, views taken over phone from previous/present organization where contract is undertaken)		
Maximum	10	
MAXIMUM MARKS	70	

**PART - G PRICE BID FOR HORTICULTURE CONTRACT
(TO BE SUBMITTED IN A SEPARATE SEALED COVER)**

Service Rendered	Price Quoted per Month (in Rupees)		
	First Year	Second Year	Third Year
1. Horticulture Equipment- Charges			
2. Wages for Malis (Gardener) - Minimum wages to be paid(3 including 1 supervisor)			
3. Disposal of Garbage.(Once in Week or as per Requirement)			
4. Average Cost of manure/fertilizers/pesticides			

Note: The price to be quoted exclusive of taxes. Taxes will be paid extra.

Place:

Date:

Signature of Tenderer with Seal

Basis for Calculation

S.No	Particular	Details
1.	List of Horticulture Equipments Proposed will be provided by the Tenderer (enclose separate sheet if necessary)	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____
2.	Total number of Malis (Gardener) to be provided	3 (including a supervisor)
3.	Average Cost of Disposal of Garbage	
4.	Proposed Utilization of manure per Month (in Kg/Ltr)	
5.	Proposed Utilization of fertilizers per Month (in Kg/Ltr)	
6.	Proposed Utilization of pesticides per Month (in Kg/Ltr)	

Place:

Date:

Signature of Tenderer with Seal

ANNEXURE - A

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Delhi/Gurugram on this _____ day of _____ month of year two thousand and Seventeen (2017) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ (hereinafter referred to as Tenderer)

In favour of

Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J.C. Road, Bangalore - 560002.

Whereas Canara Bank has invited sealed tenders on lump sum rate basis from eligible Tenderers for Horticulture services of Regional Staff Training College of Canara Bank, constructed on plot no 80, Sector 18 Gurugram. The Tenderer was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Tenderer by Canara Bank, Regional Staff Training College, Gurugram vide their letter.....

And whereas as per tender documents, the Tenderer has to enter into a Contract Agreement with Canara Bank and execute an Indemnity Bond before starting the work. The Tenderer has entered into Contract Agreement with Canara Bank on

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

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

Signature of Tenderer with seal

ANNEXURE - B

CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of ____ in the year two thousand and Seventeen (____. 2017) BETWEEN, Canara Bank a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Regional Staff Training College constructed on plot no 80, Sector-18, Gurugram, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

M/s. _____ duly represented by one of its Proprietor/Partner _____, aged ____ years, S/o Sri _____, residing at _____ and having their office at _____ (hereinafter called the Tenderer) of the other part.

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____.2017 submitted by the Tenderer & the Tenderer has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

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) The Tender Document comprising Tender Notice, General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Appendix 1 to 12 to General

Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A, B & C), Priced schedule of quantities, Tender Drawings / Sketches.

- c) Corrigendum to tender document if any.
- d) Letter from Tenderer dt. _____ in response to the negotiation meeting discussions held on _____
- e) Letter of Acceptance issued to Tenderer by Bank - letter No. _____ DT _____.
- f) Letters from and to the Tenderer, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the Tenderer the Tenderer hereby covenants and agrees with the Bank to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

**For & on behalf of the
Tenderer with seal**

**For & on behalf of the
Canara Bank with seal**