

Notice Inviting Tender for Engagement of specialized agency for Survey & filing the application and carrying out Transplantation and Felling of Trees along with maintenance for 7 years at Patel Nagar, New Delhi

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**" Notice Inviting Tender for Engagement of specialized agency for Survey & filing the application for Transplantation and Felling of Trees along with maintenance for 7 years at Patel Nagar, New Delhi"**

**RFP REFERENCE NO : CODEL/P&E/Tree/7400/2025-26/1**

**DATE OF RFP DOCUMENT : 13.01.2026**

**LAST DATE FOR SUBMISSION OF RFP :04.02.2026 (UPTO 3.00PM)**

**DATE OF OPENING OF TECHNICAL BID :04.02.2026 (AT 3.30PM)**

=====  
**ISSUED BY : DEPUTY GENERAL MANAGER  
CANARA BANK  
GENERAL ADMINISTRATION SECTION,  
CIRCLE OFFICE DELHI**

=====  
**Contact Numbers : 011-69033444, 9871972684**

**Email Id : pecodel@canarabank.com**  
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Confidential

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**Part: I INSTRUCTIONS TO  
APPLICANTS (ITA)  
NOTICE INVITING TENDER**

Notice Inviting TENDER for Engagement of specialized agency for Survey & filing the application for Transplantation and Felling of Trees along with maintenance for 7 years, New Delhi.

**General:**

- 1.1 For Redevelopment of the Two Plots Located at 26, South Patel Nagar and 2/4 West Patel Nagar, Canara Bank, a Public Sector Undertaking wishes to engage a Specialized Agency in order better utilize its own properties.
- 1.2 Therefore, Canara Bank invites TENDER on prescribed Forms and annexure in this NIT for engagement of a specialized agency for Engagement of specialized agency for Survey & filing the application for Transplantation and Felling of Trees along with maintenance for 7 years, New Delhi.
- 1.3 This NIT consists of:

**Part-I:** Instructions to Applicants (ITA)

**Part-II:** Terms of Reference (TOR)

**Part-III:** Application and proposal Forms (APF)

**Part-IV:** General Conditions

- 1.4 Applicants are encouraged to get informed themselves fully about the assignments and the conditions before submitting the Application by visiting Canara Bank Plots. Please note that cost of any such visit is not reimbursable by Canara Bank.
- 1.5 Detailed description of the Scope of Services, Deliverables, and other requirements related with this Service are prescribed in the Part-II 'TOR'.

**2. Submission of the Proposals**

- 2.1 The Agency shall submit in **single stage two packet system** i.e. their Technical and Financial Proposal in separate packets. The Single Stage two packet means that the separate sealed packet super scribing the technical and financial proposal over the packet is to be submitted in one single packet. The technical and financial packet shall consist the following:

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**A. Technical proposal Packet:**

- (i) Complete set of NIT document (**except for the NIT Form-2 which is to be submitted in separate packet**) in duly signed and stamped by the authorized signatory as a token of acceptance of Terms & Conditions of NIT.
- (ii) NIT Form no. 1 along with Form-3 (Technical Eligibility) and Form-4 (Financial Eligibility) duly filled in and signed by the authorized signatory on each page.
- (iii) The proof of the credentials in submitted Form-3 and Form-4 satisfying the Technical and Financial Eligibility criteria as stipulated under Para “5” & “6” of Instruction to Tenderer (ITT).

**B. Financial proposal Packet:**

- (i) Financial proposal on NIT Form-2 duly filled in the separate Page duly signed by the authorized signatory and submitted in separate packet.

**C. Earnest Money Deposit**

- (i) **Rs.60,000.00** by way of Demand Draft of a Scheduled Bank drawn in favor of **Canara Bank** payable at Delhi.

3. The last date & time for submission for proposals is **04.02.2026 up to 15:00 hrs.**

The Technical Bids shall be opened on the same date at 15:30 hrs. in the presence of representatives of those firms who choose to be present. After technical evaluation of the Bid, the financial bid of Technically qualified bidders shall only be opened and the bids of Technically disqualified bidders shall be returned un-opened. No submission of TENDER is allowed after due date and time.

The proposal shall be addressed to:

**DEPUTY GENERAL MANAGER, CANARA BANK  
GENERAL ADMINISTRATION SECTION,  
CIRCLE OFFICE DELHI, 7th Floor, 38 Ansal Tower, Nehru Place, 110019.**

- 3.1 Offers received after due date & time of submission shall not be considered and shall be returned un-opened.
- 3.2 All notices related to this TENDER including clarifications/ amendments/ addendums to the NIT document can be sought from Bank’s Website i.e [www.canarabank.bank.in](http://www.canarabank.bank.in).
- 3.3 Interested Applicants may obtain further information from;
  - (i) Vipul K Arya, Manager (Tech) (e-mail: [pecodel@canarabank.com](mailto:pecodel@canarabank.com))  
**Mob: 9871972684**

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- (ii) Nikhil Joshi : Sr. Manager. (e-mail: [pecodel@canarabank.com](mailto:pecodel@canarabank.com))  
**Mob: 9818138570**

3.4 The schedule of important dates for the TENDER process are as following, subject to changes, if any, which will be advised through addendums/amendments:

S.N.	Event Description	Date(s)
1.	Last date of submission of TENDER (the "TENDER Submission Date")	<b>04.02.2026 up to 15:00 hrs.</b>
2.	Opening of TENDER	<b>04.02.2026 at 15:30 hrs.</b>

#### 4. Validity of the Offer

The offer shall be kept valid for a minimum 45 (Forty Five) days from the date of opening.

#### 5. Technical Eligibility Criteria:

The Bidder will be required to meet the following Technical Eligibility criteria for which credentials are to be submitted by Bidder, along with the TENDER Documents.

- (a) The Bidder/Bidder must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which TENDER is invited:
- (i) Three similar works costing not less than the amount equal to 30% of advertised value of the TENDER, or
  - (ii) Two similar works costing not less than the amount equal to 40% of advertised value of the TENDER, or
  - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the TENDER.

Similar Nature of work:- **Supply, Plantation, Transplantation and Maintenance of Trees for the Govt. Deptts./PSU/Statutory Authorities/ Quasi-Govt. deptts. & Organizations/ Reputed Private Firms.**

#### 6. Financial Eligibility Criteria:

6.1 The Bidder will be required to meet the following Financial Eligibility criteria for which credentials are to be submitted by Bidder, along with the TENDER Documents

The Bidder must have minimum average annual contractual turnover of 30% of the estimated value of the project.

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## 7. Technical (One Packet) & Financial Bid (Second Packet)

- 7.1 The Application shall be submitted in single stage two packet with letter of proposal in the format specified in NIT Form-1 along with Form-3 (Technical Eligibility) and Form-4 (Financial Eligibility) as the Technical Bid (Packet-1) and NIT Form-2 as the Financial Bid (Packet-2).
- 7.2 The amount quoted in NIT form-2 shall be inclusive of GST and all taxes and duties and nothing extra shall be payable. The quoted rates of the Agency shall be inclusive of all costs related to visits, attending meetings, suitable presentations, submission of compliance report etc.

Technical Bid submitted shall be opened and evaluated first and Financial Bid of Technically qualified bidders shall only be opened and the bids of Technically disqualified bidders shall be returned unopened. The Financial offer as submitted by the Technically Qualified Bidders shall be considered in evaluation and selection of the Agency. However, each element of financial proposal of the selected applicant may be reviewed during contract negotiations, if any, to determine the final contract price before issue of Letter of Acceptance (LOA) or during the currency of contract for any variation due to change in scope of the work.

## 8. Letter of Acceptance (LOA)

- 8.1 The Lowest bidder for the work in terms of NIT and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The selected Applicant shall send duly signed duplicate copy of LOA as token of its acceptance within 5 (Five) days of issue of LOA and required to commence the work immediately upon receiving the e-mail containing scanned copy of LOA.
  - 8.2 The LOA together with NIT shall be a binding Contract Agreement between the selected Applicant and CANARA BANK.
  - 8.3 If the Agency fails to comply with any of the conditions indicated in NIT (unless any period is relaxed by CANARA BANK for compelling and genuine reasons; and the decision of CANARA BANK in such case would be absolute & final), the LOA can be withdrawn.
9. **Security Deposit-** An amount @10% shall be deducted from each payment as security deposit and will be released after completion of creation of plantation and maintenance of the plantation work as per details mentioned in Para-3 of TOR and certified by the Engineer In-Charge stating that the work has been completed satisfactorily in all respects.

\* \* \* \* \*

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## **Part – II: Terms of Reference (TOR)**

### **1.1. Objective**

Taking permission for the Tree felling as well as Transplantation from Forest Department, Demarcation of Site using DGPS Survey, Geo referenced map of Project site, CP Site and TP Site in kml format, overlapping of sites on Survey of India Map, Drone Survey of Sites, Tree Survey and Enumeration, Tree Report, Justification report, conducting site visits and all works related to application on forest portal and reply for EDS, if any. A specialized and experience agency is to be engaged for the said work.

### **1.2. Scope of work**

1.2.1 Brief scope of work includes Survey, filing the application and carrying out Transplantation or Felling of Trees along with maintenance for 7 years at Two Sites in Patel Nagar, New Delhi. The drawing of identified tentative location will be shared after submission of Tree Report.

### **The detailed scope of services is as under:**

- Identification of Number of Tree to be consider for Transplantation or Cutting (Based on species).
- Taking permission for the Tree felling as well as Transplantation from Forest Department, Demarcation of Site using DGPS Survey, Geo referenced map of Project site, CP Site and TP Site in .kml format, overlapping of sites on Survey of India Map, Drone Survey of Sites, Tree Survey and Enumeration, Tree Report, Justification report, conducting site visits and all works related to application on forest portal and reply for EDS if any.
- Compensatory Plantation 10 times of all the Trees involved with 7 year maintenance.
- Felling of Trees and related works.
- Transplantation of identified number of trees by Forest Empaneled Agency with 1 year maintenance.
- Site Inspection of the land identified for Plantation work.
- Making good the land for plantation i.e levelling of the land including any cutting & filling of earth will be done by the agency.
- Procurement & Plantation of native saplings of height more than 6 feet. This includes the replacement of casualty plantation for the entire contractual period. No extra payment towards casualty plantation shall be paid.
- Maintenance of the plantation for 7 years including regular watering, weeding, pruning & application of manure/fertilizer, Tools & Plants required for maintenance etc.
- Submit detailed compliance report of the status of plantation along with the geo-tagged photos in the office of CANARA BANK every three

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months without fail.

- Attend the site inspections/meetings conducted by Forest Deptt. & CANARA BANK from time to time in order to ascertain the compliance of Plantation by CANARA BANK.

## 2. Deliverables and Indicative Time Frame

2.1. The total project duration will be in 7 (Seven) years from the commencement of the project on receipt of Letter of Intent/Letter of Award (LOA). Further, it is divided in two parts;

- Creation of Plantation- Procurement & Plantation of identified number native saplings of height more than 6 feet including the casualty plantation will be completed within 45 days from the date of receipt of Letter of Intent/Letter of Award (LOA).
- Maintenance Period- Maintenance of the plantation for 7 years after successful creation of Plantation including regular watering, weeding, pruning & application of manure/fertilizer, Tools & Plants required for maintenance etc. and submission of detailed status report of plantation every three months from the date of plantation.

2.2 All the deliverables shall be as per scope of work mentioned above at para 1.2 & Para '2'.

2.3 All deliverables shall become the property of CANARA BANK and shall be used by CANARA BANK as deemed fit.

## 3. Schedule of Payment

Under the terms of the contract, payments to the Agency will be made in accordance with the bill of quantities.

## 4. Meeting with Canara Bank Officials:

The work requires close interaction with concerned Canara Bank Officials for timely inputs, meeting and reviews, feedback/observation by Canara Bank. The Agency shall actively associate in such reviews/feedbacks.



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- time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
7. I/We hereby irrevocably waive off right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the CANARA BANK and/ or the Government of India in connection with the selection of the Agency or in connection with the Selection process itself in respect of the above-mentioned Project.
  8. I/We agree and understand that the proposal is subject to the provisions of the document. In no case, shall I/We have any claim or right to whatsoever nature if the work for the Project is not awarded to me/us or our proposal is not opened.
  9. I/We agree to keep this offer valid for 30 (Thirty) days from the NIT submission date specified in the proposal.
  10. In the event of my/our being selected as the Agency, I/We agree to enter into a Contract Agreement with CANARA BANK. We agree not to seek any changes in the aforesaid Contract Agreement and agree to abide by the same.
  11. I/We have studied the document carefully and also surveyed the Project site.
  12. I/we shall have no claim, right or title arising out of any documents or information provided to us by CANARA BANK or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
  13. I/We agree and undertake to abide by all the terms and conditions of the Document. In witness thereof, I/We submit this Proposal under and in the accordance with the terms of the Document.
  14. In the event of withdrawal of my/our offer after opening, I/We shall not be entitled to raise any claim on this account.

Yours faithfully,  
(Signature of the Authorized  
Signatory)

(Name and designation of the Authorized Signatory)

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**NIT Form No.: 2**

**FINANCIAL PROPOSAL**

I/We, the undersigned, offer to provide/conduct the work in accordance with your Terms of Reference of the NIT. I/We also accept, without any deviation, the terms and conditions of the above tender. Our **quoted rate (inclusive of GST and all other taxes and levies)** for Survey & filing the application and carrying out Transplantation and Felling of Trees along with maintenance for 7 years at 2 sites in Patel Nagar, New Delhi would be as under:

Item of Work	No. Of Trees Identified	
Number of Tree to be considered for Transplantation (Based on species)		
Number of Tree to be considered for Felling/ Cutting (Based on species)		
Works	No. Of Tree	Amount (in Rupees)
Taking permission for the Tree felling as well as Transplantation from Forest Department, Demarcation of Site using DGPS Survey, Geo referenced map of Project site, CP Site and TP Site in .kml format, overlapping of sites on Survey of India Map, Drone Survey of Sites, Tree Survey and Enumeration, Tree Report, Justification report, conducting site visits and all works related to application on forest portal and reply for EDS if any.		
Compensatory Plantation 10 times of all the Trees involved with 7-year maintenance		
Maintenance Charges to be paid every year for a period of 7 years. (Total cumulative Amount of 7 years duration to be quoted)		
Felling of Trees and related works		
Transplantation of 14 number of trees by Forest Empaneled Agency with 1 year maintenance		
<b>Total Amount of all stages of work</b>		
<b>GST on Total Amount @ 18% rate</b>		
<b>Final Payable Amount</b>		

\*Please note that the refundable security deposit based on the number of trees shall be paid by bank directly to Forest Department.

\*Maintenance Charges of compensatory plantation shall be paid to the agency on yearly basis.

\* Compensatory Plantation Sites Shall be informed after submission of Tree report and will be within Delhi.

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NOTE:

1. The rates quoted are **inclusive of GST** and all other taxes and levies. We understand clearly that you are not bound to accept any proposal you receive. We also understand that incomplete or conditional offers would be summarily rejected.
2. The financial evaluation shall be based on the above Financial Bid
3. The above quote includes all costs incurred by contractor for the Survey, filing application with Forest Department, Planting Saplings and its transportation costs, maintenance costs, casualty replacement cost etc. and all other miscellaneous expenses for 7 years related to 2 Sites at Patel Nagar Sites.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any. In case of any discrepancy between words and figures, the former will prevail.
5. I/We understand clearly that eligible L-1 firm will be awarded the work.
6. I/We understand clearly that CANARA BANK is not bound to accept any proposal. I/We also understand that incomplete or conditional offers would be summarily rejected.
7. The quoted rate will remain firm during the currency of the overall Contract period.

Yours faithfully,

Date:

Authorized Signatory  
Name Seal of the  
Company

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**NIT Form No.: 3**

**TECHNICAL ELIGIBILITY OF THE BIDDER**

Item (1)	Particulars of the Project (2)
Title & nature of the project	
Entity for which the project was constructed <sup>1</sup>	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	

Note: (i) Please refer Para “5” of ITT for Eligible Projects.

(ii) Duly Signed Copy of the completion certificates issued by Govt. Deptt./PSU/Statutory Authorities/ Quasi-Govt. Deptts. & Organizations or Reputed Private Firms shall be submitted.

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**NIT Form No.: 4**

**FINANCIAL ELIGIBILITY OF THE BIDDER**

Bidder type	Average Annual Contractual Turnover		
	Year 1	Year 2	Year 3
<b>TOTAL</b>			

**Name & address of Bidder’s Bankers:**

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. Year 1 will be the latest completed Financial Year, preceding the Bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year.
  
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.
  
4. The Bidder shall provide a Certificate duly audited by Chartered Accountant specifying the turnover of the Bidder.



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### **3. AGENCY'S SERVICES**

- 3.1 The Agency shall provide the Services with due diligence, to the best of his ability and making full use of his skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of CANARA BANK.
- 3.2 In providing the Services, the Agency shall devote such time and effort as may be required to ensure proper performance of this Agreement duly within the time frame specified.
- 3.3 Time is the essence of the contract. Internal target dates as specified in TOR of the NIT, should be strictly adhered to by the Agency, failing which CANARA BANK will have the right to take action against the Agency in accordance with the contract which includes, and is not restricted to, imposition of liquidated damages vide Clause 4 of this Agreement and termination as per Clause 6 of the Agreement.
- 3.4 In providing the Services the Agency shall comply with all the prevailing laws and legislation in force, both local and Central.
- 3.5 The Agency shall, apart from providing services as mentioned in TOR of the NIT,
  - Hold meetings with CANARA BANK Officials as required during the period of this Agreement,
  - Liaison with the CANARA BANK Officials as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
  - At all times act in good faith; and



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#### **4. Delays in providing the Services by the Agency and Extension of Time**

4.1 Delays: Any delay by the Agency in the commencement or delay in performance of its contractual obligations shall render the Agency liable to any or all of the following:

- a) Imposition of Liquidated damages (L.D.) @ 0.5% of the contract value per week, subject to maximum of 10% of the contract value.
- b) Termination of the contract, in terms of Clause 7 below.

#### **4.2 Extension of Time**

Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the Agency, shall not attract the sanctions mentioned in Clause 4.1 above. If at any time during performance of the Contract, the Agency encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify CANARA BANK in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the Agency's notice, CANARA BANK shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Agency's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### **5. Powers of Modification to Contract**

The Engineer-in-charge on behalf of CANARA BANK shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Consultant will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order unless otherwise specified in the NIT document.

#### **6. Force Majeure**

6.1 The Agency shall not be liable for payment of liquidated damages or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 6.2 If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the CANARA BANK in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.3 However, CANARA BANK may terminate this Contract by giving a written notice of minimum 7 days to the Agency, if as a result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of more than 15 days. Material portion of the services for the purposes of this clause is defined in terms of deliverable and time frames mentioned in 'Terms of Reference' of the NIT. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.

## **7. Termination**

- 7.1 Without prejudice to the succeeding provision of this clause, the Agreement shall come to an end after the Agency has rendered all the services to the satisfaction of the CANARA BANK and the same are accepted by CANARA BANK.
- 7.2 The CANARA BANK may, by giving notice in writing, immediately terminate this Agreement if the Agency or any of the Agency's personnel:
- 7.2.1 Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the Agency within ten days of receipt of a notice from CANARA BANK specifying the breach and requiring its remedy;
- 7.2.2 Having remedied the breach referred to in sub-paragraph 7.2.1 further breaches the terms of the Agreement on two or more occasions;
- 7.2.3 Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by CANARA BANK of any Confidential Information;

- 7.2.4 Commits any offence under the Prevention of Corruption Act 1988;
- 7.2.5 Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning;
- 7.2.6 Is guilty of delay in commencement of services or delay in performance of its contractual obligations.
- 7.3 CANARA BANK may also terminate this Agreement in terms of Clause 7.4 below;
- 7.4 If in the opinion of the CANARA BANK, Agency becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them CANARA BANK shall be entitled to terminate this Agreement by notice to the Agency. The Agency shall immediately notify CANARA BANK should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.
- 7.5 Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.
- 7.6 CANARA BANK also reserves the right to short close the Agreement any time after evaluation of Draft Report and/or Final Report. No compensation shall be payable beyond the services payable as per Payment Schedule.

## **8. AMENDMENT/WAIVER**

- 8.1 No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

## **9. LIABILITY OF AGENCY TO THE CLIENT**

- 9.1 The Agency shall be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Contract is established against him. The aggregate liability of the Agency under this Agreement, or otherwise in connection with the services, in contract or tort, under statute or otherwise, shall in no event exceed the fees payable to the agency for its services.

## **10. CONFIDENTIAL INFORMATION**

- 10.1 The Agency agrees to treat all confidential information of CANARA BANK as secret and confidential at all times.

- 10.2 The Agency shall not, save for in situations falling under Clause 10.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the Agency shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The Agency agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.
- 10.3 Without prejudice to Clauses 10.1 and 10.2, the Agency may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the Agency shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.
- 10.4 In the event any confidential information is disclosed by the Agency or any of its personnel, CANARA BANK will have the right to take action against the Agency under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the Agency and its personnel.
- 10.5 On termination of this Agreement (however such termination may arise) the Agency shall deliver to the CANARA BANK all working papers, computer disks and tapes or other material and copies provided to the Agency by CANARA BANK pursuant either to this Agreement or to any previous obligation owed to the CANARA BANK regarding the Project.

## **11. INTELLECTUAL PROPERTY**

- 11.1 The Agency warrants that in providing the Services it shall not infringe copyright, patent, confidential information or any other intellectual property right of any third party and indemnifies the CANARA BANK against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the Agency relies on or make use of any intellectual property right belonging to a third party, the Agency would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the CANARA BANK.
- 11.2 The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the CANARA BANK absolutely. CANARA BANK will be the owner of the copyright in the works produced during the course of providing service. CANARA BANK has the right to use the same anywhere else, without paying extra compensation to the Agency.

## **12. DISPUTES**

- 12.1 Any disputes which may arise as to the terms of his contract will be dealt with in accordance with the provision of clause 12.
- 12.2 If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior managers or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.
- 12.3 If notwithstanding any steps taken by the parties pursuant to paragraph 12.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter will be referred to the Board of Directors/Board of Members of the respective parties, setting out the respective views on the issues and for the purpose of resolution of the dispute. If within fourteen (14) days, or such longer period as the parties may agree, of such request they fail to meet or resolve the dispute then clause 11.4 will apply.
- 12.4 If notwithstanding any steps taken by the parties pursuant to Clause 12.3 the dispute remains unresolved within the time period previously agreed, then either party may serve notice on the other to require the dispute to be referred to arbitration. The Arbitrator(s) shall be appointed by Vice-Chairman of CANARA BANK, from the panel of arbitrators of CANARA BANK or otherwise, whose decision shall be final and binding. The arbitration proceedings shall take place at Delhi in accordance with the Arbitration and Conciliation Act 1996, as may be amended or re-enacted from time to time.

12.5 In case of court case, the jurisdiction of courts shall be Delhi only.

### **13. NOTICES**

- 13.1 Any notices to be served by the parties under this contract shall (subject to any contrary provision of this contract) are served by registered post or courier or facsimile transmission or e-mail and any notice:-
- 13.1.1 To the CANARA BANK shall be sent to Vice Chairman or to such other person/address as may from time to time be notified to the Agency by the CANARA BANK for the purposes of this paragraph; to the Agency, shall be addressed to the Agency at the premises, or to such other person/address as may from time to time be notified to the CANARA BANK by the Agency for the purposes of this paragraph.
- 13.2 If a notice is served by:
- 13.2.1 Registered post or courier, it shall be deemed served on the second working day after posting;
- 13.2.2 Facsimile transmission (FAX) or e-mail, shall be deemed served on the day of its transmission if transmitted prior to 6.00 pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day;
- 13.2.3 Either party may give notice to the other of change of address/ tele-fax nos. for Service of Notices in accordance with the provisions of this Clause 13.

### **14. GOVERNING LAW**

- 14.1 This Agreement shall be governed by and construed in accordance with the substantive laws of India.

### **15. ASSIGNMENT**

- 15.1 This Agreement is personal to the Bidder and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent in writing of the CANARA BANK, except to the extent mentioned elsewhere in this Agreement, more specifically in the 'Instructions to Applicants' of the 'NIT.

Notice Inviting Tender for Engagement of specialized agency for Survey & filing the application and carrying out the Transplantation and Felling of Trees along with maintenance for 7 years at Patel Nagar, New Delhi

## **16. CONFLICT OF INTEREST**

- 16.1 An Applicant shall not have a conflict of interest with regard to this assignment. Any Applicant found to have such a conflict of interest shall be disqualified.
- 16.2 CANARA BANK requires that the Bidder provide professional, objective, and impartial advice and at all times hold Authority's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- 16.3 Without limitation on the generality of the foregoing, the Bidders, and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
- (a) If there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-Bidders) and any subsidiaries or entities controlled by such Bidder. The duties of the Bidder depend on the circumstances of each case.

While providing Work/Services to Authority for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

- (b) A firm which has been engaged by Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same Project. Conversely, a firm hired to provide work/services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
- (c) An Applicant eventually appointed to provide work/services for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services).

## **17. SEVERABILITY**

- 17.1 If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from

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the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

**18. BIDDER'S WORK TO BE THE PROPERTY OF CANARA BANK:**

18.1 All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of CANARA BANK and shall be used by CANARA BANK as deemed fit. Soft copies of deliverables shall also be furnished as required by CANARA BANK.

**19. WAIVER**

19.1 Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance or other failure to insist on prompt Compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

Date:

Signature of Agency:

Place:

Seal of the Agency:

Name & Address of Agency: