



**CANARA CENTRE OF EXCELLENCE, PLOT  
NO 80, SECTOR 18, GURUGRAM,  
HARYANA-122015.**

**TENDER DOCUMENT FOR HOUSEKEEPING AND  
GENERAL CLEANING SERVICES AT CCOE,  
GURUGRAM**

**TENDER REFERENCE NO: COE/ADMIN/TENDER/02/2025**

**DATE OF TENDER ISSUE: 24/04/2025**

**THIS TENDER CONSISTS OF TWO BIDS:**

**PART I : TECHNICAL BID**

**PART II: PRICE BID**

**TENDER DOCUMENT**

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**PART A- NOTICE INVITING TENDER (NIT)**

**THIS TENDER CONSISTS OF TWO BIDS : 1) TECHNICAL BID (GEM BID) AND 2) PRICE BID**  
**Sealed tenders in two bid system are invited from eligible contractors for providing Housekeeping and General Cleaning Services at Canara Centre of Excellence (CCOE), Plot No 80, Sector 18, Gurugram 122015 for a period of Thirty-Six months.**

The tender Documents may be downloaded from our bank website or Gem Portal

Earnest Money	As Per GeM
Application Fee	As Per GeM
Security Deposit	As Per GeM
last date & time of Submission of tender	As Per GeM
Time and date of opening of technical bid	As Per GeM
Time and date of opening of price bid	Will be intimated to successful bidders

**Time for Commencement of work:** within 15 days after awarding of contract or the date specified by the by the Bank after awarding of contract.

**PART B- GENERAL RULES AND INSTRUCTIONS TO TENDERER**

1. Tenders in two bid system for the works as per the scope of works as detailed in bid document are hereby invited from the eligible contractors as per the eligibility criteria of this tender (PART C). Tender applications can be collected from GeM.
2. The Tenderers to furnish their local address, the name of the person to whom all the correspondence are to be addressed, with telephone number (both office and residence), mobile and fax numbers and email.
3. All entries in the tender documents should be in one ink. Erasing and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned duly and clearly indicating the name, designation and address of the person signing.
4. Before submitting the tender, the tenderers shall fill in all the required particulars in the blank space provided for the purpose in the tender documents and also sign in each and every page of the tender document. The bidders are required to upload technical bid as per bid specification uploaded in GeM Portal.
5. The competent authority of Canara Bank reserves the right to reject all or any bid in whole, or in part, without assigning any reason thereof.

6. Lowest Financial Bid will be evaluated based on overall lowest rate quoted by the bidder.
7. The rate should be quoted in Indian currency only and same should be quoted both in figures as well as in words.
8. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words shall be taken as the tendered rate and shall be binding on the tenderer.
9. While quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
10. The rate to be quoted by the tenderer shall be firm and shall cover wages to the labourers, supervision, contractors profit, transportation charges and all statutory levies, and taxes (GST, PF, ESI etc) .The rates shall be quoted on the format as per GeM.
11. The tenderer shall note that, after the tender is accepted, no claim whatsoever for enhancement of rates will be entertained on any account or on the ground that cost of materials/labour and/or statutory levies.
12. The rate quoted in the tender shall remain valid for a period of “ONE HUNDRED TWENTY DAYS” from the date of opening the tender, for acceptance by the Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds.
13. **Before tendering, the tenderers are advised to inspect the site of work and its environment to be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is the tenderers responsibility to adhere to the scope of works.**
14. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works. The applicant shall furnish the list of his relatives working in the Canara Bank/list of retired Canara Bank employees employed with him.
15. The tenderer shall deposit a sum of as mentioned in GeM Bid document towards Earnest Money Deposit along with the technical bid Only. The EMD (Earnest Money

Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank and shall be drawn in favour of Canara Bank, Canara Centre of Excellence Gurugram.

16. No alterations or additions shall be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
17. Tender shall be submitted in prescribed Form only and quoting in any other form will render the tender liable for rejection. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from one prescribed in the tender schedule will be liable for rejection.
18. 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.
19. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, General conditions of contract, Annexures, technical specifications shall form a part of the contract document.
20. The EMD of successful tenderers shall be returned within 15 days after submission of Performance Guarantee.
21. INTEGRITY PACT: Integrity Pact format is enclosed as Annexure. The same to be duly filled in a non-judicial stamp paper of Rs 100/- and submitted along with offer. Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection. Integrity pact shall be signed by the person who is authorized to sign the Bid.
22. Offer shall be submitted on prescribed Form only i.e. as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection.

23. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
24. Offers which are incomplete in any respect are liable to be rejected.
25. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
26. The Tenderer or their authorized representative is requested to be present during the opening of the financial bids. This is optional. Bank will proceed with opening of the financial bids on the stipulated date & time unless otherwise modified.
27. It will be obligatory on the part of the Tenderer to tender and sign the offer documents for all the component parts. The successful Tenderer shall execute the agreement " **INDEMNITY BOND , as prescribed**" on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
28. Conditional offers shall be rejected.
29. The Tenderer shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may contact **Asst. General Manager, Canara Centre of Excellence, Gurugram**
30. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time (as per the decision of the Bank). Non - submission of such details in time may render such applications for disqualification from further evaluations.
31. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the Bank.
32. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. **Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be**

entertained in this regard. The authorised person of the firm/ company shall sign in all the pages of the application with seal of the firm/ company.

33. Applications received after the due date and time is liable for rejection.
34. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
35. 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.
36. If any tenderer withdraws his tender before the said period (last date of the submission of the tender) or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the security deposit.
37. The tenderer shall note that the rate quoted shall be exclusive of all taxes and inclusive of expenses of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the consumables, operating profit etc., and no claim for enhancement of quoted rates on any account shall be considered.
38. All the bidders except those who are registered with the National Small Industries Corporation (NSIC)/MSE with a valid certificate shall deposit a sum of **Rs.90,000/-** (Rupees Ninety Thousand only) as 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, COE payable at Gurugram . No interest shall be paid on the EMD.
39. In addition to Earnest Money Deposit, the successful bidder should submit a Security Deposit for 10% value of the contract within fifteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 36 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity. The Performance bank guarantee will be returned to the bidder within 15 days after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor. No interest shall be paid on the ISD (Initial Security Deposit).

40. EMD amount of the final successful tenderer shall be retained as a Security Deposit for a period of three years. EMD amount can be returned during the contract period on submission of Performance Bank Guarantee (Annexure in RFP) from other than Canara Bank for 10 % value of the contract till the contract period.
41. The offer will be valid for a period of 120 days from the date of opening of tender.
42. Tenderer has to arrange for inspection if required and should have carried out the works satisfactorily at the site failing of which the tender will be disqualified.
43. All the parts of this tender document i.e., Notice Inviting Tender ,General rules and Instructions to tenderers, Scope of work, offer letter, Integrity pact, General conditions of contract, and all other parts shall form a part of the contract document.
44. The documents consisting of Notice inviting the tender, Scope of work & Eligibility criteria, General rules and instructions to tenderer, Method of selection, conditions of contract, Application Format, Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from Administration Section CANARA BANK, CANARA CENTRE OF EXCELLENCE , GURUGRAM by paying fees of Rs. 500/- + GST OR alternatively tender documents can be downloaded from the banks web site [www.canarabank.com](http://www.canarabank.com) also apart from GeM Portal.
45. The financial bids of the agencies meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation.
46. The EMD of unsuccessful tenderers shall be returned within 30 days after award of work order/contract.
47. Contractor should observe utmost economy in use of electricity and water.
48. The daily scope of works shall be approved by the bank and the same shall be strictly complied.
49. The contract is valid for 36 months and performance will be reviewed in every quarter by the bank. The contract is subject to annual renewal as per discretion of Bank thereafter. In case of unsatisfactory performance during the review period, the Bank shall terminate the contract at any point of time without prior notice.
50. The price quoted by the Tenderer will be applicable for 3 years or the contract period. Bank may at its sole discretion enhance/decrease the price depending on annual inflation rates on consumables and minimum wages payable by consultation with the Contractor at the end of first year.



51. The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipments deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Octroi, sales tax, GST, excise duty, PF, ESI but excluding Service Tax arising from Act passed by Parliament or State Legislature and rules framed there-under. The rates shall be quoted as per Price BID uploaded in GeM.
52. The tenderer shall note that no claim for enhancement of rates, on the ground that cost of materials, labour has increased, existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
53. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
54. The selected contractor shall at his own cost, have to comply with the rules of Haryana Labour Enforcement office and other statutory bodies presently in force and in future till the contract period. The proof of compliance need to be submitted to the Bank within one month from the date of taking over.
55. The contractor should obtain the requisite license for Maintenance services at CCoE, Gurugram from the authorities such as Municipality, State/Central Government Departments, Labour Department..etc at his own cost. CCOE, shall not be responsible in any way for any breach of these rules/ regulations.
56. The contractor needs to employ his own staff for the purposes of cleaning and such employment should conform to the labour act presently in force and in future till the contract period.
57. The successful tenderer should keep the entire internal and external premises neat and clean and should bear the expenses of cleaning materials required for the same.
58. All the records pertaining to Housekeeping shall be maintained upto date and shall be made accessible to the Bank.
59. The payment of Housekeeping shall be made on monthly basis against bills certified by the ADMIN office.

60. The Contractor should maintain a register to record the daily attendance of housekeepers and same should be produced along with the bills.
61. The Contractor should ensure a proper background check of all the workers employed by him and should inform the Bank as and when changes happen. Credentials of all workers are to be ensured to the satisfaction of the Bank and records of credential verification are to be submitted to the Bank.
62. Canara Bank shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Canara Bank under the terms and conditions of this contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.
63. The contractor shall not transfer or sublet the work to any one without the prior written approval of Canara Bank.
64. The contractor or his authorized 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 contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the contractor shall be personally responsible and shall make good the loss forthwith.
65. All activities of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of Canara Bank and the contractor each day on completion of work.
66. Without prejudice to any rights or remedies under this agreement if the contractor dies, the Canara Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.
67. In the case of two or more tenderers appearing “Prima Facie” lowest, quoting the same figure before and after the arithmetical check etc, an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value in a sealed covers, which shall be opened on a fixed date in the presence of the two or more tenderers.
68. **Social Media Policy:** - No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

- i) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non adherence of social media related systems and procedures.”
- iii) The contractor may collect the social media policy of the Bank from CCoE, Gurugram.

69. Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference in the purchasing of the Housekeeping material linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the Contract. The conditions of the purchasing shall be applicable as per the Government of India Guidelines on Purchase Preference.

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

71. During the course of housekeeping & disposal of scrap good and obsolete items should not be done without bank permission.

72. If any AMC violation happens due mishandling by housekeepers to other parts of the premises (i.e electronic devices, gym equipment etc )or by any housekeeping activity the same shall be borne by the tenderor.

73. If any additional documents are required by bank the tenderor is required to submit the same within stipulated time.

74. Submission of documents like GST copy and status of constitution of firm has to be submitted on yearly basis.

## **PART C - ELIGIBILITY CRITERIA FOR SHORTLISTING**

1. Minimum 3 years of experience as on 31/03/2025 in the field of complete building upkeep and housekeeping at reputed Govt. organizations, Public Sector banks, Govt institutions and Public Sector Undertaking on the annual contract basis.  
**(Note: Experience certificate specifically mentioning the number of House keeping employees engaged at a particular site, duration and feedback of the concerned organization to be submitted )**
2. The agency should have at least one valid contract for similar work (refer scope of work) at Delhi, Gurugram, Ghaziabad, Noida and Faridabad for housekeeping services with provision of at least 10 no. of manpower at one site in last 03 years as on 31/03/2025.
3. The average annual turnover of the agency should be at least Rs 60 lakhs (Rs Sixty Lakh Only) in last three accounting years as on 31.03.2025 exclusively in Housekeeping Works. Valid Proof in this regard shall be submitted by the way of IT returns, Audited balance sheet or auditor's certificate.

**Note: Separate CA certified Housekeeping Specific Turnover document to be uploaded with UDIN.**

4. The Agency should have valid GST registration number, PAN number, PF registration number, ESI registration number, labour license and all other relevant statutory permissions/approvals.
5. Applicant should have an 'Established office with required manpower at Delhi, Gurugram, Ghaziabad, Noida and Faridabad to provide uninterrupted services.
6. Valid License (Registration) issued by Jurisdictional Labor Commissioner

The evaluation will also involve inspection of works, buildings/projects under their maintenances upkeep, discussion with the agency and feedback from the clients. The agency may also be required to furnish additional information, if any, to ensure clarity on deliverables.

Applicants are advised to furnish complete details/information about their qualifications, past experience and expertise. Complete documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. **In this regard, copies of the work order and completion certificate and or such documents shall be submitted in GeM Portal.**

Tender documents which do not contain the above details/documents are liable to be summarily rejected without any reference to the tenderers. As such, tenderers are advised to submit the required documents/information in the first instance itself. Intending tenderers should furnish the details about their tenderer as per performa provided in the schedule A.

SIGNATURE OF TENDERER WITH SEAL

## **PART D - GENERAL CONDITIONS OF CONTRACT**

**1.0** The Contractor's main responsibilities will be to maintain and clean internal and external premises of Administration and Hostel Buildings of the campus neat, hygiene and presentable, supply of well-trained workmen, supply of quality cleaning material, compliance of statutory requirements and providing efficient service, etc.

### **2.0 DEFINITIONS/ INTERPRETATIONS**

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

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

2.7 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.

2.8 'State' wherever used in the specifications is Haryana.

### **3.0 CONTRACTOR'S OBLIGATIONS**

3.1 The Contractor shall be responsible for the proper upkeep and maintenance of the entire premises.

3.2 For any damage, breakage or loss of any equipment or property of the Bank, the Contractor shall have to replace the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the Bank.

3.3 The Contractor shall keep a proper inventory of the items placed at his disposal by the Bank and the same shall be verified by the Contractor along with the ADMIN Department .

3.4 The Bank reserves the right of free access through its authorized representative(s) to inspect the Housekeeping, Stores and equipment's for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

3.5 The Contractor shall keep the entire premises clean, neat and hygienic. He shall use and provide at his own expenses the prescribed materials and other requisites for this purpose.

3.6 The Contractor shall not use or allow to be used the Housekeeping premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.

3.8 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Bank to him for any purpose other than providing Housekeeping services as per the Bank's requirement.

3.9 The Contractor shall not without prior consent in writing by the Bank assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.

#### 4.0 **MANPOWER & WAGES**

- 4.1 The Contractor shall make regular and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of State, State and local government agencies.
- 4.2 The Contractor shall be responsible for the compliance with applicable laws with latest amendment(s) or which might become applicable, rules and regulations relating to Codes of Wages, 2019 , Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the State/States, Municipal & Local Government, agency or authority.
- 4.3 The Officer-in-Charge or his authorised representatives will verify the payment of wages by cross verifying the salary slips of all employees or any other proof as required by bank and shall record the following certification in the wage register. "Certified that salary for the month of \_\_\_\_\_ has been disbursed on \_\_\_\_\_ to the Housekeeping Contractors' workers by the Contractor in accordance with the wages specified in Minimum Wages Act (Central Government)".
- 4.4 The Contractor shall also be liable to pay P.F. contribution, leave, salary etc and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the bank, nor they can make any claim in this regard.
- 4.5 Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer-in- Charge.
- 4.6 The optimum manpower requirement in the Housekeeping may vary from time to time for efficient and timely housekeeping covering all categories of personnel required to be provided for Housekeeping services, for



which the contractor must, at all times maintain the needed manpower on shift basis.

- 4.7 The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorised by the Bank.
- 4.8 The Contractor shall arrange through the CCoE's Admin Department, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the Housekeeping employees for gate entry and shall exhibit prominently during working hours. The Housekeeping staff shall also be liable for search on entry / exit.
- 4.9 The Contractor shall ensure that all Housekeeping employees, during their working hours, wear proper and clean uniform as prescribed by the Bank.
- 4.10 The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the Bank. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate annually or as and when required whichever earlier.
- 4.11 Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Contractor or their partners / representatives / employees in respect of Housekeeping or the premises used by the Contractor in connection with or for the purpose of this agreement.
- 4.12 On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Housekeeping or other premises together with the fixtures, equipments and articles in good condition to the Bank.

## 5.0 CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 5.1 The Contractor shall indemnify the Bank for any loss occurred to the Bank by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages

Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.

- 5.2 The Contract shall be in force for the period of 3 years stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- 5.3 The contract will be initially for a period of three years and may be extended / renewed as per the terms mutually decided by both the parties. On renewal, a fresh contract shall be executed and security deposit shall be retained till the validity of the contract.
- 5.4 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the General Manager, General Administration Wing or any officer whom the General Manager may appoint for decisions and his decision shall be final and binding on both the parties.
6. Tenderer has to bring the required machinery and equipment's required for Upkeeping the ambience and work allocated to them under scope of work .

## **7.0 MISCELLANEOUS**

- 7.1 Contractor shall maintain the entire premises in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the Bank will engage the staff on behalf of the Contractor at his risk and cost.
- 7.2 Contractor shall not exhibit or cause to be exhibited in the CCoE premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the Housekeeping, without the prior permission of the Bank.
- 7.3 The Bank reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.

- 7.4 If any of the labour employed by the contractor is found to be under performing or any misbehavior including intoxication liquor consumption is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
- 7.5 Contractor shall ensure that peace and order is maintained in the resting area / material handling room and if peace and order in Housekeeping is disturbed due to lapse on the part of the contractor, a penalty of Rs.1000/- per occasion in a month for such lapse leading to disturbance of peace/order may be imposed by the Bank.
- 7.6 If the Bank finds that the Contractor is misusing the facilities provided by the Bank for carrying out the housekeeping services for any other purpose not covered under the contract, the Bank will be free to levy penalty which may extend to Rs.5000/- or more per occasion.
- 7.7 If, on inspection, it is found that that the quantity / quality of cleaning materials utilised is not as per the norms laid down by Bank, a penalty upto Rs.1000/- may be imposed by the Bank for every such occasion.
- 7.8 Contractor would ensure that all the Housekeeping staff employed by him would behave courteously and decently with employees of the Bank and also ensure good manners.
- 7.9 In the event of the Contractor suspending or abandoning Housekeeping services without giving prior notice to the Bank, without handing over charge of the Housekeeping materials entrusted to him by the Bank, the whole of security money and other dues payable to him shall stand forfeited to the Bank and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.
- 7.10 The Officer in charge would be the final authority regarding Imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.
- 7.11 If any tenderer withdraws his tender before the said period ( 120 days) or makes any modifications in the terms and conditions of the tender which are not acceptable to the bank, before the said period of 120 days or before acceptance of offer, then the EMD submitted shall be forfeited.

**8.0 AGREEMENT :** The successful tenderer will have to enter into an agreement with the Bank as per the format enclosed within 14 days after acceptance of the tender by the Bank.

**9.0 SECURITY DEPOSIT:** The successful bidder should submit a Security Deposit for 10% value of the contract value as mentioned in NIT and the same shall not carry any interest within fifteen days from the date of acceptance of the tender for due performance of the Contract.

## **10.0 TERMINATION OF CONTRACT**

**10.1** Canara Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.

**10.2** As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.

**10.3** The contractor shall follow such Act, rules and regulations (latest amendment(s)) of the State/State Government that are in force and that may be framed from time to time for completion of work. Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.

**10.4** The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

**10.5** Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.

**10.6** Statutory deduction towards income tax will be made as per rules.

**10.7** TDS, GST will be deducted in every monthly bills payable to contractor.

- 10.8 Prevailing Minimum Wages as notified by Central Government has to be paid to the labourers employed by Contractor in the Canara bank account.
- 10.9 Payment to the labourers shall be paid on or before 7th of every month and confirmed to the Bank.
- 10.10 The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
- 10.11 Good and service tax charged by the Contract shall be reimbursed upon production of receipt of preceding month.

## 11.0 GENERAL

- 11.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- 11.2 The premises will be in possession of the Bank and the Contractor is permitted to enter the premises to carry out the housekeeping services only. If at any time the contract is terminated or the contract comes to an end or if the Bank decides that the contractor should not be allowed to carry out the Housekeeping, in that event, the Bank will be entitled to restrain the contractor from entering the premises. The contractor will have no right or interest in the premises and other items given by the Bank.
- 11.3 Contractor shall use the Housekeeping only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.
- 11.4 Contractor shall work under the supervision of the Admin cell, Canara Centre of Excellence, GURUGRAM and such other authorised officers of the Bank as may be nominated from time to time.
- 11.5 The Contractor and his workmen will be subject to police verification regarding their antecedents and police verification report to be submitted .
- 11.6 The contractor should not have been black-listed by any Government or Private Organization.

11.7 The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.

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

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

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

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

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

## 12.0 LABOUR

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

- schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- 12.7 As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- 12.8 As regards the Employees provident fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
- 12.9 The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- 12.10 The contractor 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 contractor shall provide the proof of the wages to the Bank's representatives and obtain their signature in the payment register on or before 7th of every month.
- 12.11 The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.



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

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

13.1 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

13.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Canara bank officials:-

Safety Helmets conforming to IS-2925:1984

Safety Shoes conforming to IS-1989:1978.

Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.wherever required

Hand and body protection devices conforming to: IS-573:1975

IS-6994:1973

IS-8807:1978

IS-8519:1977

13.3 Where it becomes necessary to provide and/or store petroleum products, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

13.4 All electrical equipment's connection and wiring for equipment's, its distribution and use shall confirm to the requirement of the Indian Electricity Act and Rules. All electrical appliances including portable electric tool/equipment used

by the contractor shall have safe plugging system to source of power and be appropriately earthed.

- 13.5 The contractor shall be held responsible for any violation of statutory regulations local, state or state and Canara Bank instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

#### **14.0 ARBITRATION**

- 14.1 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.
- 14.2 For the purpose of appointing the sole Arbitrator referred to above, Canara Bank will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- 14.3 The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to Canara Bank within thirty days of receipt of the names. Canara Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority of Canara Bank shall make the selection and appoint the selected person as the Sole Arbitrator.
- 14.4 If Canara Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to Canara Bank a panel of three names of persons who shall all be unconnected with either

party. Canara Bank shall on receipt of the named as aforesaid select anyone of the person's name and appoint him as the Sole Arbitrator. If Canara Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.

- 14.5 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 14.6 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.
- 14.7 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.
- 14.8 "The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him."
- 15.0 **PAYMENT TERMS:** The payments shall be on monthly basis on format prescribed by Bank, subject to production of Attendance Register, Proof of payment of wages, ESI, PF and filing returns to Statutory Authorities.

- 16.0 The successful tenderer shall execute the agreement on a stamp paper of appropriate value within fourteen days from the date of acceptance of the offer.
- 17.0 **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;
  - Quoted below Central minimum wages
  - The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.
  - If any tenderer withdraws his tender before the said period ( 120 days) 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

**SIGNATURE OF THE TENDERER WITH THE SEAL**

**PART-E DETAILS OF THE BUILDING AND FACILITIES PROVIDED BY  
THE BANK TO THE HOUSEKEEPING CONTRACTOR**

1. The Canara Centre of Excellence building constructed on plot no 80, Sector 18, Gurugram - 122015 and having **total plot area of 12,160 sq mtrs.** The building consists of main administrative building containing entrance lounge, auditorium, Principal and GM cabins, administrative block, three floors having : 6 lecture rooms, faculty rooms, UPS rooms, toilets, corridors, stairs etc, canteen block , 44 hostel rooms of double occupancy and attached toilets, guest house residence, substation building, terrace , Common Toilets , faculty rooms etc. With having total covered approx. area of 5746 sq mtrs. **Terrace Area extra**

Total Built -up Area	5746 Sq mtrs
Administrative Block ( G +2 Floors)	3482 Sq mtrs
Dining Block	670 Sq mtrs
Hostel Block ( G +1 )	1133 Sq mtrs
Guest House	66 Sq mtrs
Pump House	70 Sq mtrs
Generator Room	16 Sq mtrs
Electrical Sub Station	292 Sq mtrs
Security Guard Room And ATM	22 Sq mtrs
<b>Total of all sub heads</b>	<b>5746 Sq mtrs</b>

<b>Hostel Block ( Ground + 1 floors)</b>	
Total Number of rooms with Double Occupancy	44 Nos with AC
Size of each room	25 Sq mtrs
Toilet Size	3.7 Sq mtrs
Balcony Area	2.5 Sq mtrs

**Fountain Area**

83 ft x 10 ft ( 77 Sq mtrs) long water body with fountains, greenery and lighting.

2. The premises also consists of 2 DG sets, 2 numbers centralized 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 grilled compound wall and gates, security shed, open parking lots, garden area, sanitary chambers, pathways, garbage dumping area, guard room and ATM etc.,

## **FACILITIES PROVIDED BY THE BANK TO THE HOUSEKEEPING CONTRACTOR**

A store room for accommodating machines and cleaning materials will be provided free of cost.

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

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

### **Other Conditions:**

1. The site also consists of car and scooter parking lots, pathways, garbage dumping area etc.,
2. All the above buildings, amenities, services needs day to day maintenance except electrical system which has separate maintenance contract agency to maintain DG sets, electrical substation, electrical circuits, UPS systems, etc., The C C o E , works regularly for six days in a week and on Sundays/public holidays by limited officials. However, the housekeeping works will have to be taken up for all the days. Sundays can be used for extensive cleaning works. The contractor to engage in housekeeping services during 2 shifts of 8 hour each and timings will be fixed by office -in Charge. The entire internal and external premises shall be spic and span before 09.00 AM every day.
4. All the cleaning materials like Harpic, floor cleaner, Naphthalene Ball, Dust picker, Hand Mop, Wet Mop, Glass Wiper, Floor wiper, Room Freshener, Colin, Cobweb brush, Odonil, Scorch bright Magic, Floor Duster, Table Duster, Micro fiber cloth, Soft brooms, Hard brooms, acid, phenyl, Dettol, Vim bar/Sai powder/others brooms, mops, buckets required for providing the above service will be provided by the Bank. Tenderer to ensure the proper utilization of cleaning materials and also to submit utilization certificate. The same will be verified and authenticated by the Bank official in charge at any point of time.
5. The contractor shall bring all the required equipment for cleaning like machines, vacuum cleaners and other equipment to be used for the housekeeping and cleaning works. Maintenance of such equipment including the cost of spares is the responsibility of the contractor.

6. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
7. The contractor or his authorized representative should be available in the C C o E , BUILDING to supervise and control his workers and take down instructions from the Officer-in-charge of the Bank.
8. The workers and the staff of the contractor working in the premises will have to maintain with proper discipline. The contractor shall provide his workers with proper safety appliances and equipment's and Canara Bank shall not be responsible for accidents and injuries caused to his labour during the course of their work.
10. The workers / labourers employed by your company will be checked by Bank's Security personnel if required.
11. The facility Manager and supervisors should be provided with mobile phones for communication.
12. All the labourers (male and female) should maintain personal hygiene, nails should be cut, neatly groomed and should maintain strict discipline within the building premises.
13. The contractor is required to engage the following categories of workers daily for the subject work in each shift:

S.No	Category	Requirement / Timings of shift
1	Supervisors (Full time)	02 Nos. ( 8 hour Shift)
2	Housekeepers (Full time) required on all bank working days	08 Nos. ( 8 hour Shift)

**Note:**

- Housekeeping services are to be carried out on all the seven days in the week. All 365 days in a year however weekly leave will provide to all housekeeping staff/ supervisor.

14. The contractor or his authorized representative should be available in the Hostel building at CCoE, Gurugram to supervise and control his workers and take down

instructions from the Admin Dept of CCoE.

15. The workers and the staff of the contractor working in the premises will have to maintain with proper discipline. The contractor shall provide his workers with proper safety appliances and equipments and Canara Bank shall not be responsible for accidents and injuries caused to his labour during the course of their work.
16. For working in the CCoE buildings, the workmen and supervisory staff of the contractor shall write down the names in the register at the entry of the gate and in the front of CCTV. All the staff of contractor may be required to undergo check as per the rules and regulations of Bank from time to time.
17. The workers / labourers employed by your company will be checked by Bank's Catering and Maintenance Committee personnel if required.
18. The facility Manager, supervisors, and workers should be provided with mobile phones for communication.
19. All the labourers should maintain personal hygiene, nails should be cut, neatly groomed and should maintain strict discipline within the building premises.



## **PART-F SCOPE OF WORKS : HOUSEKEEPING SERVICES**

The following chores are to be taken up by employing experienced personnel whose outlook should be smart and courteous at all times. The various services required are as follows:

1. **Internal Housekeeping services - Daily services:** The daily chores to be carried out are as follows:
  - 1.1 **Floors:** All areas (Staircase of all floors , All Rooms, Halls, Learning Rooms, GM Cabin, Labs, Principal Cabin, Auditorium, Gym, Library, Conference Room, All passage areas, common areas, pavements, pathways, Hostel rooms , Guest House rooms & other rooms etc) shall be mechanically cleaned / with vacuum cleaner for minimum once in a day and wet mopped at least thrice daily as the case can be so as to maintain spic -and- span condition throughout the day.
  - 1.2 **Furniture:** The workstations, tables and chairs and all other furniture shall be cleaned twice in a day.
  - 1.3 The dustbins shall be cleared daily once in the morning and once in the evening. The doormats shall be cleaned off dust, mud and grime as required.
  - 1.4 Atrium, fire and general staircases and terrace shall also be cleaned daily.
  - 1.5 **Glass Partitions:** All the glass partitions, doors, window glass, window channels, curtains, vertical Blinds, name plates of all staff/executives, floor name plates, direction boards and paintings are to be properly cleaned for dust free.
  - 1.6 Cleaning of name plates of section, executives, and floor name plates daily with Colin or similar good cleaner
  - 1.7 Water cans and water bottles has to be refilled for all the staffs wherever necessary.
  - 1.8 **Gym:** Sweeping and mopping once a day. Cleaning & Dusting of equipment's with Colin Once a day
  - 1.9 Pavements, Path way, Common area (like: Car parking): Sweeping once a day.
  - 1.10 Clearance /Waste papers from Cabins/Office rooms etc : once a day.

- 1.11 Disposal of Garbage and waste Paper in the garbage box and Dustbins: Once in day
  - 1.12 Cleaning of toilets/WC's Washbasins of Office Complex/Dining Hall/ Hostel rooms, guest house including common area : Once a day or earlier on change of occupancy .
  - 1.13 Distribution of Newspaper in Hostel rooms occupied by participants: Once a day
  - 1.14 Cleaning of the Chairs of the Dining hall.
  - 1.15 Cleaning of the white board at regular intervals with wet mop.
  - 1.16 Supervisor cum Care taker is to be available round of clock in two shift (8 Hours each) to monitor, manage & oversee the work in whole premises including /Hostel/Admin block/ Guest house . Other housekeeping staff to perform duties in three Shifts (8 Hour each). Timings of the shift shall be from 07.00 am to 03.00 pm for 5 Housekeeping staffs & 2 Housekeeping staffs from 03.00 pm to 11.00 pm & one housekeeping cum supervisor have to available 11.00 pm to 7.00 am.
  - 1.18 All the PCs are to be cleaned for dust free with a soft dry cloth.
  - 1.19 Cleaning of all the Toilets twice in a day and place naphthalene balls at required places. Toilet Mirrors and wash Basins are to be properly cleaned and washed with water and the water drops are to be wiped off using soft cloth. Naphthalene balls/phenyl/Hand wash/detergent/room-fresheners for toilets will be provided by the institution.
  - 1.20 Daily cleaning of founders" statue and arranging for garlands.
  - 1.21 Contractor is responsible for bringing all types of manual & mechanical / vacuum cleaner and other required equipment's for performing smooth cleaning services and also will be responsible for maintenance and replacement or manual or mechanical equipment's.
- Note: The above frequency is only indicative and may be increased depending on needs.

**2. Internal Housekeeping services - Weekly services:** The weekly chores to be carried out are as follows:

- 2.1 **Ceiling:** ceiling (concrete/Armstrong/any other) of all rooms, open area ceiling, columns, beams, walls, coving and wall panels shall be cleaned for removal of

dust, dirt, cobwebs etc. Manually/ by using necessary equipment.

- 2.2 The vertical blinds shall be cleaned for removal of dust / dirt.
- 2.3 Thorough cleaning of ceiling/wall mounted/pedestal fans, Light fixtures and indoor units of Air Conditioners, Xerox Machines are to be done.
- 2.4 The glazing of the doors, partitions, internal glazing's, windows, partitions, etc., shall be cleaned with glass cleaning liquid. Etc.,
- 2.5 The door and window frames, panels shall be wiped with a dry mop.
- 2.6 All other vertical surfaces and horizontal surfaces shall be cleaned / mopped with dry / wet mop depending upon the requirements so as to retain the initial sheen.
- 2.7 Carpets/carpet floors shall be vacuum cleaned.
- 2.8 Dusting and cleaning of stair case railing, mezzanine railing & collapsible gates.
- 2.9 Cleaning of the Water Cooler/ Water dispenser.
- 2.10 Change of Linen change in Hostel rooms: Twice a week or earlier, if required, and on change of occupancy.
- 2.11 Cleaning of Buckets / Mugs with Vim / detergent in the Hostel
- 2.12 General checking of all toilets Fittings and sanitary accessories (Whole exercise should be completed within one week) with proper entry in the log book)
- 2.13 General checking of all furniture/locking arrangement and their repairs etc: Once a week: Once in week.
- 2.14 Shampooing & Wet cleaning Quarterly of Curtains / Sofa sets/Chairs (Round wise like say 10 chairs per week - whole exercise should be covered in one quarter): Once a week
- 2.15 Change of Linen change in Hostel rooms: Twice a week or earlier, if required, and on change of occupancy.
- 2.16 Change of Bath Towels & Hand Towels: twice a week or earlier, if required, and on change of occupancy.

- 2.17 Cleaning of buckets/Mugs in the toilets with good quality cleaning material.
- 2.18 Scrubbing& cleaning of bathroom tiles.
- 2.19 Fountain Area/ Fountain: Twice in a Week/ as required with hard water strain remover/cleaner
- 2.20 Gutter cleaning/ Canteen Gutter Cleaning.
- 2.21 Cleaning of the projectors.
- 2.22 Cleaning and removing of weeds at Terrace Flat Area and removing of weeds on the building walls
- 3. Internal Housekeeping services - Other routine services:** Other routine chores to be carried out are as follows:
  - 3.1 Carpets shall be got spot shampooed at least once in three months and totally shampooed annually from approved agencies.
  - 3.2 All floors, furniture, equipment, machinery, stair cases etc., in all buildings shall be presentable, spic and span at any point of time.
  - 3.3 Taking indents/stationery from various faculty rooms, bringing stationery and printing materials from admin room, stationary room to classrooms other such activities .
  - 3.4 Shifting of telephone units, computers, loose furniture, chairs, tables, almirahs, filing racks, compactors, etc., within the building from one location to other required location as per the instructions of the Officer- in-charge of Training Centre.
  - 3.5 Cleaning of the Library Books and Racks once in a week.
  - 3.6 Ensuring operation of sewage/ water drainage: Ongoing basis.
  - 3.7 Change of linen i.e. bedsheet , pillow cover, blanket, Razai cover, towel, hand towel,curtains etc in regular interval of 3 days and after vacancy of hostel rooms. laundry work for all types linen cloth and woolen items.

3.8 Cleaning of Lower/ upper Gutters of the building once in a month.

3.9 Laundry work requirement is for 44 hostel rooms (Twin occupancy). Linen has to be replaced two times in a week or at the time of change in occupancy whichever is earlier. Linen of Guest house has to be changed before occupancy. Details of linen frequency of change mentioned as below:

#### **LIENEN USE IN 44 HOTEL ROOM**

SL NO	ITEMS	FREQUENCY OF CHANGING
1	SINGLE BEDSHEET	2 TIMES IN A WEEK OR CHANGE OF OCCUPANCY WHICHEVER IS EARLIER
2	TOWEL	2 TIMES IN A WEEK OR CHANGE OF OCCUPANCY WHICHEVER IS EARLIER
3	HAND TOWEL	2 TIMES IN A WEEK OR CHANGE OF OCCUPANCY WHICHEVER IS EARLIER
4	PILLOW COVER	2 TIMES IN A WEEK OR CHANGE OF OCCUPANCY WHICHEVER IS EARLIER
5	BLANKET COVER (SINGLE BED)	1 TIMES WITHIN 15 DAYS OR CHANGE IN OCCUPANCY WHICHEVER IS EARLIER
6	CURTAINS	QUARTERLY

#### **LIENEN USE GUEST HOUSE**

SL NO	ITEMS	FREQUENCY OF CHANGING
1	DOUBLE BED SHEET	BEFORE/AFTER CHANGE OF OCCUPANCY & 3 TIMES IN WEEK WHICHEVER IS EARLIER
2	TOWEL	BEFORE/AFTER CHANGE OF OCCUPANCY & 3 TIMES IN WEEK WHICHEVER IS EARLIER
3	HAND TOWEL	BEFORE/AFTER CHANGE OF OCCUPANCY & 3 TIMES IN WEEK WHICHEVER IS EARLIER
4	PILLOW COVER	BEFORE/AFTER CHANGE OF OCCUPANCY & 3 TIMES IN WEEK WHICHEVER IS EARLIER
5	BLANKET COVER	BEFORE/AFTER CHANGE OF OCCUPANCY & 3 TIMES IN WEEK WHICHEVER IS EARLIER
6	CURTAIN	QUARTERLY

#### **4. Rodent and pest control:**

4.1 All the buildings as well as outside areas within the compound wall shall always be kept free of rodents and pests like cockroaches, mosquitoes, ants, termite, etc., The scope of work also includes disallowing of monkeys, cattle and the like into the compound wall. A register for complaints also indicating preventive action taken shall be maintained and shall be got signed by the Officer-in-charge on weekly basis. Chemicals, items used if any for rodent and pest control shall be got approved from officer-in-charge. For Rodents control applicable procedures to be used.

4.2 Tools for rodent and pest control should be procured by the housekeeping agency; Bank will not be providing any tools.

**5. External Housekeeping services:** The chores to be carried out are as follows:

5.1 Daily sweeping of the paved areas / roads / hard areas by mechanical sweeping machine and manual sweeping in areas where mechanical sweeping is not practical.

5.2 Daily sweeping and wet moping of internal areas of utilities buildings, domestic water pump room, godown block, security room, kitchen area firefighting sump room, electrical room , Generator room block, etc.,

5.3 Cleaning of storm water drains and removal of dried leaves, paper, dead animals, etc., daily.

5.4 Cleaning of dried leaves and dust particles at the main entrance gates every hour.

5.5 Maintenance of valve/foot valve (under ground) chambers, inspection chambers, manholes, sewer lines including immediate clearance of blockage, if any.

5.6 Cleaning / dusting of the gates and boards.

5.7 Cleaning / dusting of the ornamental compound wall inclusive of wiping of electrical fixtures on alternate days.

5.8 Removal of debris / garbage and transporting the same outside the premises and disposing in designated area of Gurugram authorities on daily basis as identified and directed by officer-in-charge.

5.9 Cleaning of jogging Track.

- 5.9 Cleaning of front portico for both ceiling and top surface.
- 5.10 Dewatering and cleaning of the overhead tanks as required by Officer-in- charge of Bank.
- 5.11 Daily cleaning of founders' photo and bust and arranging for garlands.
- 5.12 Cleaning of overhead tanks and sumps - monthly once.
- 5.13 Cleaning of terrace area- weekly once.
- 5.14 Cleaning clogged rain water in the raining season or otherwise from pavements and pathways on top priority/whenever required.
- 5.15 Terrace cleaning, Nula and terrace drainage pipe cleaning. (Mandatorily before raining season).
- 5.16 Cleaning of the Underground tanks with proper tools and machines once in 6 months or whenever required.
- 5.17 Laundry work should be undertaken by the contractor outside of our campus premises. Contractor has to maintain proper register for movement (IN/OUT) of Linen, Towel/Hand Towel, curtains and other items for laundry etc. . Laundry expenses are to be borne by the contractor and no any extra amount will be paid above the contract amount.

**6. Sanitation works:** The various chores to be carried out daily are as follows:

- 6.1 Cleaning of all toilets, wiping of WC seats, flush fittings, floors, dadoing etc.,
- 6.2 Cleaning of all sinks and counter tops, partitions, urinary stalls, wash room mirrors, etc.,
- 6.3 Removal of garbage / trash and replacement of waste basket underliners.
- 6.4 Weekly scrubbing of toilet floors.
- 6.5 Restocking the washroom supplies like toilet paper, tissues, soaps, etc.
- 6.6 Collection and transportation of garbage / trash out of the building including disposal of the same as required by GMD/Gurgaon authorities in a designated area

as identified and directed by the them on a regular basis.

- 6.7 Placing of toilet refreshners in all bathrooms.
- 6.8 Spraying of room fresheners before occupancy of the room
- 6.9 Removal of internal blockages in fixtures, pipes and specials.
- 6.10 Changing of worn out / damaged water Taps/ pipes/ valves etc.: Whenever required
- 6.11 Changing of foot valve of the underground ground whenever required.
- 6.12 Any other work related to prevention of covid 19.
- 6.13 Garbage segregation and disposal should be done by bank as per govt. guidance, central pollution control board (CPCB) and any other statutory body.

#### **7. Housekeeping services in conference rooms:**

- 7.1 There is a mini video conference room. The interiors and all its accessories such as telephone instruments, light fittings, projectors, TV screens, fans, mirrors, etc., are to be cleaned thoroughly on a daily basis. As and when meetings are held, before and after the meetings thorough cleaning to be done and arrangement for drinking water, serving the refreshments, etc., needs to be undertaken by the agency.
- 7.2 Good quality perfumes are to be sprayed twice day in the room to keep the room atmosphere in good fragrance and acceptable general ambience.



**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR GeM BID REF COE/ADMIN/TENDER/02/2025**

1. Canara Bank, (hereinafter the Bank) invites tenders from eligible & experienced Firms / Companies for Providing Housekeeping & General Cleaning/Services at Canara Bank, Centre of Excellence, Gurugram through GeM Portal

**I. DISCLAIMER**

1. The information contained in this GeM bid document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (“Canara Bank/Bank”), is provided to the bidder(s) on the terms and conditions set out in this GeM bid document and all other terms and conditions subject to which such information is provided. This GeM Bid document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this GeM Bid document is to provide the Bidders with information to assist the formulation of their bids. This GeM Bid document does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this GeM Bid document. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this GeM Bid document.
2. The information contained in the GeM Bid document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the GeM Bid document or to correct any inaccuracies therein, which may become apparent.
3. Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this GeM Bid document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website ([www.canarabank.com](http://www.canarabank.com)) and it will become part of this GeM Bid document.
4. Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this GeM Bid document.

5. Canara Bank reserves the right to reject any or all the request of proposals received in response to this GeM Bid document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all parties.

## II. SUBMISSION AND OPENING OF TENDERS

1. All enclosures / supporting documents are to be uploaded before last date and time of submission. Non submission of document will be presumed that there is no document for submission and the same will not be allowed to be submitted at later date.
2. The rate quoted shall be in accordance with the wages stipulated under the Minimum Wages Act, 1948/Central Minimum wages
  - a. In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932, LLP Act by enclosing a copy of the partnership deed duly certified by one partner as true copy.
  - b. If the Tender is submitted by a Company the same must be signed by a person duly authorized by the Board of Directors of the Company.
  - c. The tender for the work shall not be witnessed by Tenderer or Bidder who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of such Tenderer who are tendering, as well as witnessing the tender, shall be liable to summary rejection.
  - d. If bid opening date is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the bid opening date. The bids shall be opened on the day, time and location mentioned in the RFP.

- e. The Tenderer shall give a list of the Bank employees related to him/ partners/ directors of the Firm/company/Agency with their places of posting and designations. The Tenderer shall not be permitted to tender for works in Bank in which Bank employees (responsible for award of execution of contracts) related to Agency with their places of posting and designations are posted as an officer in any capacity between the grades of the General Manager and Manager(both inclusive) of Premises and Estate department.

**Note :-** By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, direct uncles and aunts and first cousins.

### III. PRE BID QUERIES AND CLARIFICATION TO TENDER

- a. The Tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required.
- b. The Tenderer in all such cases may seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The hard copy of the pre bid queries can be sent to: Assistant General Manager, Canara Centre Of excellence, Plot no 80, Sector 18, Gurugram - 122015 by the intending Tenderer before 5:00 PM on date mentioned in RFP in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

- c. The soft copy of the pre-bid queries can also be sent by e-Mail to [rstccodel@canarabank.com](mailto:rstccodel@canarabank.com). No other oral or written individual consultation shall be entertained. No queries will be entertained from the Tenderers after the pre-bid meeting.

#### **PRE-BID MEETING**

- a. A pre-bid meeting of the intending bidders will be held as scheduled to clarify any point /doubt raised by them in respect of this GeM Bid document, on the date as specified in the GeM bid document at Canara Centre Of excellence, Plot no 80, Sector 18, Gurugram - 122015.

- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time.
- c. The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the pre bid meeting if possible, or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the Tenderer/ bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part of the Tender document and it will be binding on the Tenderers. Non-reply to the queries raised by any of the Tenderers shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

#### IV. PROCESS OF SELECTION

- a. The Tenderer would be shortlisted based on the mandatory documents evaluation done as per the eligibility criteria given. After that financial bid is open in GeM portal for selection of L1 based on price bid. In case of Tie up in L1, as per GEM guidelines, L1 will be selected by system automatically and will be binding on all the bidders.
- b. Bidders/Tenders will be evaluated based on Technical Bids and Pre qualification Criteria and Financial bids of only those bidders will be opened who will qualify in Technical Bids. The financial evaluation as specified in **RFP and Successful Bidder** would be declared based on financial bid by the tendering committee. The decision on this taken by the Bank will be final and binding to all Tenderers.
- c. Wherever Tenderer are submitting consolidated completion certificates, then the Bank may request for supporting documents. Bank's decision in this regard is final and shall be binding on all.
- d. Tenders, who propose any modifications to specifications, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification.
- e. The Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the right to reject any or all of the tenders received without assigning any reason whatsoever. All tenders in which any of the prescribed

conditions are not fulfilled or new conditions are stipulated by the Tenderer or are incomplete in any respect are liable to be rejected.

- f. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resorts to canvassing will be liable for rejection.
- g. The Bank shall issue an Offer letter which will have to be accepted by the Selected Bidder within 14 working days of its receipt.

## V. EARNEST MONEY DEPOSIT (EMD)

- a. No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected.
- b. However, MSMEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSME firms, Tenderer should submit exemption certificate issued from the relevant authorities. It may also be noted that Performance Guarantee has to be submitted by the bidder under any circumstance, if selected.
- c. The EMD in respect of the Tenderers who do not qualify the Documents Evaluation & unsuccessful tenderers shall be returned to them without any interest. However, the EMD without any interest, in respect of the successful Tenderer shall be returned after submission of Performance Guarantee.
- d. If the Tenderer fails to deploy Housekeeping & General cleaning personnel against the initial requirement within 14 (FOURTEEN) working days from date of awarding the contract, the EMD shall be forfeited without giving any further notice and the contract will be terminated and Bank shall be at a liberty to award the contract to other Tenderer at its sole discretion without assigning any reason whatsoever.

## VI. GENERAL TERMS & CONDITIONS

### 1. INSPECTION OF SITES

- a. **Tenderers are advised to inspect and examine the sites / locations and its surroundings and satisfy themselves before submitting their tenders.** The tenderer should specifically note that it is tenderers' responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.

- b. Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.

## **2. SPLITTING OF WORK-ORDERS (IF REQUIRED BY THE BANK)**

- a. It is absolutely essential for the Tenderers to bid correctly and unambiguously, as the Bank will not enter into any negotiation during the scrutiny/processing of the Tendering.
- b. Bank may go for splitting for the order. The decision of the Bank regarding this shall be final.
- c. The Bank reserves its right for splitting the quantities between two or more Tenderers. The splitting of work order will be in 80:20 ratios in case of splitting of order between two Tenderers; provided L-2 agrees to rates quoted by L-1 Tenderers and agree for all terms and conditions. In case L-2 Tenderer is not willing to match L-1 rates, the Bank will call L-3, L-4 Tenderers etc., in that order. If no Tenderers (L2 /L3/L4 etc) is accepting the L-1 rates the entire work order may be awarded to L-1. The decision of Bank will be final in this regard.

## **3. CANARA BANK'S DISCRETION**

- a. The Bank reserves the right to cancel/withdraw the Gem Bid during the course of tendering process without assigning any reason whatsoever thereof.
- b. Canara Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the Tenderer, not limited to those selection criteria set out in this GeM Bid and the Bidders shall be bound with the same.
- c. The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected specified bidder or specified bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action.
- d. Bank shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by Canara Bank shall be final and binding on all the Bidders.

- e. In case, if there is substantial change in the composition of the team of the appointed/selected Bidder handling the assignment which can significantly affect its execution, Canara Bank reserves its right to terminate the agreement without any cost to them and the decision of Canara Bank will be final and binding.
- f. During the tenure of engagement of the Tenderer (s), in case Canara Bank at any time consider that the services of Tenderer(s) are in any manner deficient and / or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, Canara Bank shall have the right to terminate the engagement of such Tenderer (s) without assigning any reason for the same.

#### **4. CORRUPT & FRAUDULENT PRACTICES**

- a. The Bidder shall further ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- b. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.
- c. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- d. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- e. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 5. INTEGRITY PACT

- a. Integrity Pact format is enclosed in this document. The same to be duly filled in appropriate non-judicial stamp paper of appropriate value and uploaded along with offer and date shall be on or before the date of Tender document submission.
- b. Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. ***Those bids/ tenders which are not containing the above pact are liable for rejection.***

## 6. INDEMNITY

- a. The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors.
- b. The term bidder shall be deemed to include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- c. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- d. Indemnity format is enclosed in RFP (Annexure to RFP). The same to be duly filled in appropriate non-judicial stamp paper of appropriate value and submitted along with offer. Stamp paper value to be as per Haryana State directives and date shall be on or before the date of Tender document submission.

## 7. SOCIAL MEDIA POLICY

- a. No person of the bank or the Bidder / Contractors and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the Bidder / Contractors and third parties shall be construed as violation of social media policy:



- i) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
  - ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.
- b. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.
- c. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

## 8. AGREEMENT

The Selected Bidder shall enter into an Agreement with the Bank in the format as shall be prescribed by the Bank within 14 working days of acceptance of the Offer letter.

## 9. OTHER CONDITIONS

- a. **Authentication of Erasures/Overwriting etc:** Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid duly authenticates the same by affixing his signature.
- b. **Cost of Bidding:** The specified bidder/s shall bear all the costs associated with the preparation and submission of its bid and Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
- c. **Modification & Withdrawal:** Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw the bid once submitted.
- d. **Assignment:-** The Selected Bidder shall not assign or sub contract any of the assignments entrusted to it pursuant to this RFP.
- e. **Amendment of Bidding Documents:** At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All

amendments shall be uploaded on the Bank's websites (www.canarabank.com) and will be binding on all who are interested in bidding.

- f. In order to provide specified Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.
- g. **No Legal Relationship:-** No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of a contractual agreement with the successful Bidder.
- h. **Publicity:-** Any publicity by the bidder in which the name of Canara Bank is to be used should be done only with the explicit written permission of Canara Bank
- i. **Business Continuity plan:-**The Selected Bidder should have a well-defined Business Continuity Plan in place for continuation of the entrusted works in case of an emergency/disaster. A Certificate in this regard shall be submitted to the Bank on regular intervals.
- j. Bank reserves to itself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rate quoted.
- k. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. 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 earnest money as aforesaid.
- l. While quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract except the statutory payment to comply the minimum wages like Basic & VDA, EPF and ESI etc. notified by the Govt. from time to time.
- m. **Language:** The response prepared by the Bidder /s, as well as all correspondence and documents relating to the Response exchanged by the Bidder /s and the Bank and supporting documents and printed literature shall be in English language only.

- n. **Formats:** The Bidder/s should strictly use the formats prescribed by the Bank in the RFP for submitting the bid responses.
- o. **Currency:** The expression of currency in the bid shall be Indian Rupee (**INR**) only.

## VII. GENERAL GUIDELINES TO BIDDERS

1. The Tenderer should be registered with the appropriate registration authorities (Labour Department etc.). The Tenderer is required to follow all the Statutory Acts as may be applicable for such type of work for which they are applying. As manpower is required, then the Tenderer merely by filling the application form confirms that the Tenderer has all the requisite permissions and licenses to carry out all the assignments as stipulated by this application form. Further, merely by filling the application form, the Tenderer reconfirms that they have complied with all the statutory provisions of the Central, State, Local and Municipal laws in force. The Tenderer also confirms merely by filling the application form, to comply with any future laws that may be enforced upon by statute. Tenderers which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the application form only if they are eligible in this regard.
2. The Tenderer should be registered with Income Tax, GST and appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
3. The Tenderer should have experience in providing Housekeeping and General Cleaning Services to Govt. Departs / PSU / PSB etc.
4. The Tenderer should have credible supervisory infrastructure.
5. The Tenderer shall obtain and produce license under the “The Contract Labour (Regulation & Abolition) Act 1970” from the Labour department. The Tenderer shall maintain and if necessary submit to the Bank, for inspection on demand, the records such as Attendance Register, Payment register etc.
6. The Tenderer will be bound by the details furnished by them to Bank, while submitting the bid or at subsequent stage. In case, if any of such document/s furnished by the agency is found to be false, it would amount to breach of terms of contract and the Tenderer will be liable for legal action besides termination of contract.

## VIII. TERMS OF CONTRACT

1. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days make good of the amount by Cheque / DD or Guarantee Bond of a Scheduled Bank other than Canara Bank in favor of the Employer or fixed deposit receipt tendered by the Canara Bank (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

## **2. Compensation For Delay**

- a. If the contractor fails to provide the required manpower for the services required within timeframe given in the work order or there is an un-approved delay in the execution of the work order, Bank reserves the right to the following:
  - i. Cancel the work order and call L2/L3 to award work at L1 rates.
  - ii. Not cancel the work order but award the balance work to the L2 at L1 rates.
  - iii. Go for retendering.
- b. In either of the case the EMD/Security deposit of L1 will be forfeited. The decision of Bank in any such case will be final and binding on the contractor.
- c. Bank shall have the right to adjust set-off against any sum payable to the Contractor under this or any other contract with the Employer / Canara Bank anywhere in India / Outside India.

## **3. Time and extension for delay**

- a. The selected Tenderer shall execute the obligations under the Contract within the time frame stipulated therein.
- b. The Tenderer's obligations shall commence from the day after the date on which the Employer issues written orders/email to commence the work and is to be completed within the time stipulated.
- c. If the contractor commits default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

4. **Inspection:** Bank shall have the right to inspect the sites allotted to the selected Tenderer through its authorized officers any time without advance notice.

**5. Indemnity**

- a. The Selected Tenderer shall keep and hold the BANK indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the BANK arising out of:
  - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Selected Tenderer.
  - ii. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Selected Tenderer.
- b. The Selected Tenderer shall keep and hold the BANK indemnified and harmless from time to time and at all times against Any loss or damage to real property and tangible personal property and for bodily injury or death and in these cases which are attributable to the Selected Tenderer.
- c. In case, the selected Bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if the Bank is put to any loss/obligation, monetary or otherwise, Bank will be entitled to recover such damage/loss/deemed loss, either out of the outstanding bills or from the Security Deposit of the Tenderer.
- d. For all tax liabilities refunds, claims & revision tenderer shall be liable.

**6. Payment Terms**

- a. No advance amount will be paid to Selected Tenderer. The payments shall be done on monthly basis in the format prescribed by Bank, subject to production of the Attendance Register, Proof of payment of wages, ESI, EPF and filing returns to Statutory Authorities.
- b. The Tenderer should ensure the following
  - i. The wages should be paid to the deployed personnel as per central Government Minimum Wages Act.
  - ii. The wages to the deployed personnel should be paid through direct crediting in their Bank Account invariably to be maintained with our Bank before 5th (even if it is a holiday) of every subsequent month of duty, and monthly salary slip should be given to the deployed personnel.

- iii. The bills / Claim should be raised along with copies of all required documents specified in the contract.
  - iv. At any cost, **“mode of Cash/ Cheque payment”** should not be used for making payment / wages.
  - v. Proper documentation should be maintained regarding wage payment.
  - vi. All reports & returns regarding wage disbursement asked for by the Bank should be submitted correctly & timely under the signature of authorized signatory as per direction based on the T &C of the contract.
- c. Every month, along with the bills the Selected Tenderer shall also submit the copies of
- i. Wage slips of all deployed personnel.
  - ii. The Attendance sheets.
  - iii. Statement of Bank account of the personnel evidencing payment of wages to them.
  - iv. Previous Electronic Challan cum Return for Employees Provident Fund.
  - v. The Contribution History for the ESI premiums contribution for the employees deployed with the Bank. The tenderer shall ensure that Savings Bank Account of the deployed personnel gets credited by the 05<sup>th</sup> day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the wage slip.
  - vi. Any other document being asked by the Bank under the ambit of the RFP/Contract.
- d. The successful Tenderer shall have to open Current A/c with Canara Bank and all payments will be routed through the Agency’s account with Canara Bank.
- e. The selected tenderer shall pay the monthly wages to deployed personnel with the Bank by crediting the Savings Bank Account of the deployed personnel with Canara Bank. The tenderer shall provide the list of the employees and their Bank account details to Canara Bank with copy of the standing instructions given to the Bank for direct transfer of the wages to individual Bank accounts of the deployed personnel.
- f. The Contractor shall maintain proper records/details of the deployed personnel at the Bank Site. Contractor shall submit monthly bills along with the details of the deployed personnel and the payment claimed for each of them. Bills should be supported with attendance sheets of the deployed personnel. Payment will be made on a monthly basis within seven working days of receipt of the relevant bill from the Contractor.

- g. However in case of any discrepancy in the bill detected by the Bank, the payment will be released to the Contractor within four days from the date of resolving the discrepancy by the Contractor.
- h. Receipts for payments made on account of a service, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- i. Bank reserves the right to withhold the bills partially or fully or administrative charges, if any, of the above required documents stated in the preceding paragraphs are not submitted while claiming the bills.
- j. The contractor shall be fully and absolutely responsible for the payment of salary and other statutory dues to deployed personnel like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to deployed personnel and Bank will not undertake any liability in relation to such matters.
- k. The contractor hereby undertakes to ensure payment of wage to its deployed personnel in compliance with Minimum Wages Act 1948 and other relevant statutes in force and modified/amended or revised from time to time as per enactment of Central/State Governments, as the case may be.
- l. The Contractor hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the Contractor alone and the Bank shall not be liable to pay excess amount other than the difference between the revised basic pay, VDA and the resultant difference in statutory dues, i.e., EPF, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in GST.
- m. The Contractor shall submit printed receipts for all the payments received from Bank. The Contractor shall also furnish the proof of having paid the wages to the employees engaged by them and proof of having paid the statutory dues to the concerned authorities on monthly basis. Non-payment of monthly wages by the Contractor to the employee deployed with Bank will make this contract null and void and will result in termination of the deployment of employees with the Bank with immediate effect and the Bank will not be required to make any payment to the Contractor thereafter.
- n. Bank shall not make any direct payment of whatsoever nature to the Contractor employees. All payment payable by Bank in connection with or arising out of this agreement shall be made only to Contractor and not to the Contractor employees.
- o. Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the Bank and a certificate to this effect shall be provided to the Contractor by the Bank.



- p. The claim in bills regarding GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of the Bank. Payment of the bill will be effected only on production of copy of the previous month's wage sheet, ESI & EPF remittance with nominal roll of the deployed personnel and half yearly/yearly return under the respective Acts.
- q. In case of any mishap of whatsoever nature (minor / major/ fatal including death during the course of their duty) sustained by selected Tenderer employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation ,if any, on that count will be that of the selected Tenderer only and not of the Bank. If for any reason, compensations, costs etc, are paid by the Bank, the same shall be reimbursed by the Contractor to Bank without any demur including interest at ruling rate till settlement and such settlement shall be made by the Contractor within one month from the date of demand by the Bank and upon failure of the Contractor to do so, the Bank shall have the right to adjust the monthly bills payable to the Contractor towards the amounts payable by the Tenderer till the ensure dues are wiped off.

7. **Maintenance of Records.** The Contractor shall maintain at all times the following records. A set of following documents shall also be submitted with regard to all staff being deployed at our sites along with the contract.

- a. Register of deployed personnel (Along with names, Mobile number, KYC, permanent & local addresses getting deployed at our site along with their latest photographs, thumb impression & signatures)
- b. Employment card
- c. Muster roll/ Attendance register
- d. Wages paid register
- e. Receipt of wages
- f. Over time register
- g. Police Verification
- h. Character certificate / antecedents checking
- i. Any other records as per above laws.

The contractor shall adhere to strict norms of “know your employee” and submit the Bio-data of all his/her employees together with certified copies of Identity and address Proofs. It is also necessary on his part to have independent/police verification of the credentials of all their employees who are placed at the work in Bank's building and copy of the PV certificate to be submitted to us.



**8. Liquidated damages for delay in deployment of workers:**

- a. Providing of workers at the allotted sites shall be completed within 14 Working days from date of award of work. In case the Contractor fails to comply with this time schedule penal action shall be taken.
- b. The penalty shall be deducted / recovered by the Bank from any amount due or becoming due to the Contractor under this contract or may be recovered by invoking of Bank Guarantees or otherwise from Contractor.
- c. All the penalties are independent of each other and are applicable separately and concurrently.
- d. Penalty is not applicable for the reasons attributable to the Bank and Force Majeure.
- e. Kindly refer the details of penalty specified as a separate Para in the RFP, in this regard.

**9. Unsatisfactory performance:** If the services rendered by the Contractor are not up to the standard for the reasons of absence, indiscipline, improper turnout etc, the same will be brought to the notice of the Contractor with a view to provide the Contractor an opportunity to improve the same in a stipulated period. If no improvement is observed by the Bank during the stipulated period, a penalty equivalent up to 10% (TEN PERCENT) of the value of the total monthly payment inclusive of wages will be levied on the Contractor and will be deducted from the monthly bill.

**10. Term, Termination and cancellation of Contract**

- a. The contract would be initially for a period of three years. The contract will be reviewed yearly, and may be extended/terminated for further period, as deemed fit by the Bank. The requirement of workers/personnel may vary according to the need & may be reviewed/ reduced/enhanced as and when required.
- b. The contract can be terminated before the expiry of contract period owing to deficiency in service or sub-standard quality of service provided by the Contractor.
- c. Bank reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.
- d. If the Contractor fails to perform any of the obligations under the contract and if the Bank is dissatisfied with the services, the Bank shall terminate the services of the Contractor and will forfeit the Performance Guarantee (PG) with a notice of winding up and the Contractor shall vacate the premises within a period of one month of written notice. Bank should not be held liable for any cost, damage, expenses or any loss whatsoever that the Contractor may suffer on being served with the winding up notice. The Contractor is required to give 3 months' notice in

case he does not want to continue with the contract. However, under such situation, PG may be invoked and the Contractor shall have no claim on it.

- e. The Bank reserves its right to terminate contract partially or fully / cancel unexecuted part of contract at any time by assigning appropriate reasons in the event of one or more of the following events by giving one month's written notice to Contractor :
- i) Delay in deployment of workers. Failure to deploy the required number of workers within the prescribed time limit.
  - ii) Non-satisfactory performance during implementation.
  - iii) Indiscipline by deployed personnel and Contractor.
  - iv) Non Adherence to dress code.
  - v) Irregular attendance.
  - vi) Non punctuality and casual attitude.
  - vii) Failure to take instructions of the Bank.
  - viii) Indulging in mischief, fraudulent, theft, criminal activities.
  - ix) Breaches in the terms and conditions of the Offer.
  - x) Non-payment of statutory dues to concerned departments.
  - xi) Non remittance of EPF, ESI, EDLI contributions.
  - xii) Non-payment of wages or irregular/ delay in payment of wages.
  - xiii) Failure to submit the relevant documents/registers pertaining to the personnel deployed.
  - xiv) Abandonment of service.
  - xv) Cancellation / suspension of License.
  - xvi) Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the deployed personnel as commission or fee or any other amount either before their deployment or any time during their deployment in the Bank.
- f. In addition to the partial/full termination of the contract or cancellation of contract, the Bank shall forfeit fixed deposit with interest/ invoke Performance Bank Guarantee given by the Contractor towards non-performance/noncompliance of the terms and conditions of the contract for an amount equivalent to the security deposit of the number of sites cancelled/ terminated. In the event of termination, Bank reserves the right to allot/divert the sites to other shortlisted bidder and the Contractor shall have no right to object to such diversions.
- g. In case it is found that the services provided by the selected Contractor is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then BANK retains the right to terminate the Contract with the selected agency and in such case, the contractor will not be entitled to claim any damages from BANK or make any claim for fees in respect of such unsatisfactory / substandard services. As also BANK reserves the right to terminate this contract if it

is established on the basis of price discovery that it would be beneficial for BANK to go in for a fresh contract.

**11. Foreclosure of specific site:** Any time during the contract, Bank reserves the right to cancel/foreclose a specific site without assigning any reason by serving one month's written notice to the Contractor. The Contractor shall withdraw the deployed personnel from the closed site. The Contractor have no right to claim any damages or compensation from the Bank.

**12. Foreclosure of contract:** Any time during the contract, Bank reserves the right to cancel the contract partially or fully, without assigning any reason by serving one month notice to the Contractor. The contractor shall have no right to claim any damages from the Bank.

**13. Force majeure**

- a. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Contractor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, floods and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Contractor, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the Contractor shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Contractor shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Contractor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Contractor.

**14. Verification of records & preservation of records**

- a. Contractor will be required to produce all original documents kept in their office for verification by authorized staff of the Bank whenever they visit Contractor's Office

for inspection or any external inspecting authorities of Government. Contractor will also be required to produce the documents whenever called for by the Bank.

- b. The Bank as well as any regulatory/ Inspection authority shall have the right to access all books, records and information relevant to the Contractor & its employees deployed with the Bank and shall have the right to cause an inspection on the Contractor's office & training infrastructure and audit the books & records as relevant to the services provided to the Bank.
- c. The Contractor shall preserve all the data and documents pertaining to their employees deployed with the Bank for not less than Five years and shall make them available to the Bank, if a need arises.

### **15. Claim for Employment in Bank**

- a. The Contractor's employees shall not claim any employment relationship with the Bank under any circumstances. The Contractor shall obtain written undertaking from each of the Contractor's employees deployed with the Bank that he is an employee of the Contractor and the written undertaking in original shall be kept along with the contract.
- b. The Personnel deployed by the selected Contractor under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/ confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the employees deployed by the Contractor shall not be entitled to any or /and will not have any claim for absorption or relaxation for absorption in the regular / otherwise, in any capacity in the Bank.
- c. The Contractor's employees deployed at said locations as per the terms of this agreement shall always be treated as the employees of the Contractor only and will not have any right to seek employment in the services of the Bank. It is to be clearly understood and agreed that under this agreement, no relationship of Bank or employee is created between the Bank and personnel engaged and deployed by the Contractor. It will be the responsibility of the Contractor to pay wages to its personnel and to ensure compliance of all the labour laws applicable.
- d. The Bank will have privity of contract only with the Contractor and will give instructions to it only and will have nothing to do or concerned with the conditions of the employment of the personnel /employees and deployed by the Contractor.
- e. The Bank will not have any connection with the personnel engaged and deployed by the Contractor and neither any of its officials will supervise or dictate the manner of execution of the work to the personnel.

### **16. Dispute Resolution And Jurisdiction**

- a. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of India without regard to any principles of conflicts of laws thereof. In case of any disputes, differences the parties shall have the exclusive jurisdiction of Courts of Gurugram (Haryana).
- b. All differences, disputes, issues relating to interpretation of any clauses and claims whatsoever arising out of or in any manner related to any provision of this Agreement including any failure of the Parties to reach an understanding under any provision of this Agreement shall be settled amicably through mutual discussion and negotiation between the Parties. If no settlement to dispute(s) or difference (s) can be reached through amicable negotiation between the Parties within 30 days of such reference, the Parties shall approach the appropriate Court of Law. However, upon mutual consultation, the Parties may also have an option to refer the dispute(s) or difference(s) for settlement by Arbitration.
- c. If the parties mutually opt for Arbitration, the same shall be conducted as follows:
  - i. There shall be a Single Arbitrator as mutually decided by the Parties.
  - ii. If the parties are unable to appoint a Single Arbitrator on mutual basis, then each Party shall nominate one Arbitrator each, who shall jointly appoint the third Arbitrator (umpire). The majority of such Arbitrators and the award of the Arbitrator proceedings shall be final and binding on the parties.
  - iii. The Proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.
  - iv. The costs of the Arbitration shall be borne equally by both Parties.
  - v. Any arbitration shall be confidential and neither you nor the bank may disclose the existence, content or results of any arbitration, except as required by law or purpose of enforcing the arbitration award.
  - vi. The arbitration proceedings shall be in English. The place of Arbitration shall be Bangalore and Courts at Bangalore shall have exclusive jurisdiction over the matters covered.

## **17. General Contractual Terms:**

- a. The selected Tenderer shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency.
- b. The Contractor shall provide the names of their employees to the Bank before their deployment. The Contractor shall furnish the names, Mobile number, permanent & local addresses of the Contractor's employees deployed at first party's premises from time to time along with their latest photographs, thumb impression & signatures.

- c. Neither the Contractor nor any of the Contractor's Employees will have any claim against the Bank for any liability arising out of any commission/ omissions caused by the Contractor's employees while on duty.
- d. The Contractor's Employees deployed at Canara Bank Centre of Excellence Premises as per terms of this agreement shall always be treated as employees of the Contractor only and will not have any right to seek employment in the services of the Bank. There shall be no relationship whatsoever between the Bank and the Contractor's employees. Contractor shall also make it clear to Contractor's employees that they shall not, under any circumstances, claim any right of employment from Bank and the Contractor shall continue to be their Bank.
- e. The Bank shall have the right to access all books, records and information relevant to the selected Contractor's employees deployed with the Bank and shall have the right to cause an inspection on the selected Contractor's office & training infrastructure and audit the books & records as relevant to the services provided to the Bank.
- f. The Contractor shall preserve all the data and documents pertaining to their employees deployed with the Bank for not less than three years and shall make them available to the Bank, if any need arises.
- g. The Contractor shall observe the strictest confidentiality in respect of all matters relating to the implementation of this tender. All the information under this tender will be treated as confidential and shall not be disclosed to any third party unless otherwise agreed by the non-disclosing party. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.
- h. The Contractor shall agree to notify the Bank within two (2) business days in writing of any discovery by them of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the Contractor becomes aware. The Contractor shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.
- i. Any publicity by the Contractor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

#### **18. Non-Disclosure Agreement (NDA) :**

- a. On successful selection, the Tenderer shall abide with the Policies of the Bank and shall sign Non-Disclosure Agreement(NDA) with Bank as part of the Contract. Non-Disclosure Agreement format is enclosed in this GeM bid. The same to be duly filled

in appropriate non-judicial stamp paper of appropriate value and submitted along with Contract / Agreement after issue of work-order. Stamp paper value to be as per Gujarat State directives and date shall be on or before the date of signing of the Contract / Agreement.

## IX. PERFORMANCE GUARANTEE (PG)

The successful **bidder shall** be required to deposit a Performance Guarantee in the form of BG or FD (with lien marked in the name of **Canara Bank Gurugram**) worth **10%** of the contract value within 10 working days from the date of acceptance of the tender (Rounded upto next Fifty Thousand from the total value) as Performance Security.

1. Failure on the part of the firm to deposit the PG within stipulated time will make the contract Null and Void.
2. The Performance Bank Guarantee should be valid for 40 months from the Date of commencement of contract. However, if the agreement is extended / renewed for one more year, based on the performance, the contractor shall submit a fresh PG of same value with a validity of 18 Months.
3. Performance Guarantee will be discharged after completion of bidder's performance obligations under the contract.
4. If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the Bank to invoke and forfeit either whole or any part of performance Guarantee furnished by the bidder as compensation for any loss resulting from such failure.
5. The PG shall be invoked and forfeited in case Contractor fails to perform his duties to the satisfaction of the Bank and / or defaults in payments to the personnel deployed or fails to fully / partially meet obligations related to Labour Laws, EPF/ ESI norms or any other statutory requirements.
6. The Contractor will have to furnish the PG either
  - a. In the form of PG on the proforma to be prescribed by the Bank at the time of awarding the contract.
  - b. In the form of Fixed Deposit with any branch of Canara Bank with lien marked as specified above.

## X. PENALTY

1. In case the Contractor is not able to provide proper support, Penalty clause shall be applicable as per details given below. The penalty will be levied over and above related recoveries if any.



<b>S.No</b>	<b>Nature of default</b>	<b>Penalty(In Rs)</b>
a.	Late Reporting by the deployed personnel.	Rs. 100/-per day per personnel
b.	Non-reporting by the deployed personnel.	Rs. 500/-per day per personnel
c.	Refusal of duties by the deployed personnel which is specified in the contract.	Rs. 200/-per instance
d.	Non-observation of dress-code and turn-out	Rs. 200/-per instance
e.	Change of deployed personnel without prior Permission from Bank.	Rs. 200/-per instance
f.	Non-Adherence of any other contractual obligations, unless and until bank is informed in advance and permission in written is obtained from Bank.	Rs. 500/-per instance
g.	Failure to provide the Housekeeping personnels at allotted sites within 07 days from the award of work.	Penal action as specified in the RFP
h.	Any violations of the Contractual obligations as well as repetition of any violation as specified above. <b>Or</b> Non-responsiveness of CO's directions under the ambit of the Contractual T & C	Withdrawal of deployed personnel (partial or all personnel), without any notice period / Termination of contract with forfeiture of PGs / recommending for black-listing with IBA.
i.	Any violation of undertaking submitted in lieu of EMD	Penal action as specified in the undertaking submitted in lieu of EMD.
j.	Any other aspects specified in the RFP related to Penalty	Penal action as per the clause referred

2. If the services are not provided for one or more days, or repeated defaulting of above instances by the Contractor, Bank may be imposing further penalty as below.
  - a. Reduction/removal of deployed personnel with one month notice and awarding the same to other Contractor (Banks discretion)
  - b. Termination of the Contract and forfeiture of the PGs
  - c. Black listing from Bank / Letter to IBA
  
3. The Bank reserves, the right to encash the PGs deposited by the Contractor in case if it finds any serious deviation in the terms and conditions specified above. The Bank shall give the reasons in writing to the Contractor pointing out the deviations while invoking the Performance Guarantee.



4. Attendance of housekeeping staffs shall be maintained and preserved by the tenderer and shall be presented with monthly bill for payment.
5. Up keeping and cleaning of premises shall be rated on a scale of 1 to 5 by participants of the training programmes and if average rating goes below 4 then maximum penalty of 10% of the bill amount shall be levied.
6. TAT of any complaint on the deficiency of service shall be not more than 1 day and beyond the same penalty of 5 % shall be levied.

## **XI. LABOUR**

1. The Contractor shall employ suitable labour to maintain the required quality of Cleaning to the satisfaction of the Bank.
2. The contractor shall furnish to the Bank at the intervals specified by the Bank, a Distribution of the number and description of labour employed in carrying out Works. The contractor shall submit on the 4th and 19th of every month to the Bank a statement showing in respect of the second half of the preceding month and the first half of the current month (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
3. The contractor shall apply and obtain licence under the contract Labour (Regulation & Abolition) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
4. The minimum age of the labour employed shall not be below 18 years.
5. The Contractor 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 Act/Amendment of 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 contractor by an authority empowered under the relevant Act. Any cost incurred by Canara Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to Canara Bank as aforesaid shall be deemed to be deducted by Canara Bank or may be recovered by the management of Canara Bank from the contractor in the other manner.

6. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the Employees Provident Fund schemes and Employees State Insurance Act 1948 and show the proof of payment of Subscriptions/contributions to the concerned authorities at periodical intervals. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him. The firm should be registered with EPF and ESI authorities. It should have EPF code and comply with labour laws / guidelines issued by Government from time to time. If the applicant is exempted then it should submit EPF and ESI exemption certificates. The corresponding document should be submitted along with tender.
7. As regards Employees State Insurance Act, the contractor shall submit copies of the challans of contribution remittance (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.
8. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
9. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the time of signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and the Bank may treat it as breach of Contract and reserves the right to terminate the contract.
10. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act (Central/State, whichever is higher as applicable to Circle) as applicable for unskilled category.
11. The duration of duty is eight hours per day per person
12. All solid waste should be taken from a common earmarked location in a building from dustbins with separate dustbin codes as per rules.

- (a) Solid waste so collected should be segregated properly both at site and dumping yard.
  - (b) Bio-degradable solid waste should be taken in the earmarked location for further composting and vermin composting.
  - (c) Bio-degradable solid waste (not used for composting and vermin composting) should be taken away by **local municipality or at the end of Contractor**. The contractor should be responsible for the same including the cost, if any.
  - (d) Non-Bio-degradable solid waste should be taken away by enlisted (by Govt of India) Central Pollution Control Board (CPCB) Vendors. The contractor will be responsible for execution of this task including bearing the cost.  
Garbage segregation and disposal to identified location by local municipal authorities shall be ensured by the bank and is included in their scope of work.
13. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
14. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found/reported while on duty, Bank reserves the right to ask for a suitable substitute.

## **XII. SAFETY CODE: RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**

1. Before commencing the work, contractor shall submit a SAFETY PLAN to the authorised official of Canara Bank, the "SAFETY PLAN" shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment material and environment during execution of the work. The plan shall take care to satisfy all the requirements as specified hereunder. The contractor shall submit the Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract, Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara Bank decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per the directions of Canara Bank or its authorised officials to prevent loss of human lives, injuries to personnel engaged and damage to the property and environment.
3. The Contractor shall provide personal protective equipment to its work force and ensure the use of them as and when found necessary. Beside, wearing of Mask and hand gloves at work location to adhere the COVID-19 guideline and instructions issued by the statutory bodies from time to time.

4. All electrical appliances including portable electric tool/equipment used by the contractor shall have the safe plugging system to the source of power and be appropriately earthed.
5. The contractor 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 contractor's or agency's. Cost of damages if any, to the life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

**Important Note:**

1. Basic Pay, VDA, EPF, ESI & Bonus are mandatory charges and should confirm to the relevant legal/statutory provisions of Central Minimum Wages directives in vogue.(Proof i.e. copy of notification issued by Govt. to be enclosed).
2. Tender of bidders who do not comply minimum wages as above are rejected.
3. Basic & VDA gets revised from time to time, by the Government. Any changes in minimum wages / statutory payments like EPF, ESI notified by the Govt. from time to time shall be paid by Bank. However, the service charge quoted in above Price bid will remain the same during the currency of the contract period.
4. Pro-rata bonus payment as per norms and eligibility to be paid every month by Contractor and shown in wage slip. Contractor is free to give higher amount of bonus, however for the purpose of evaluation of tender the bank will consider only as per Government of India notification.
5. **It may be noted that all items specified in Sl NO.1 to Sl No.4 in the Price bid are mandatory payments based on Govt. directives. Hence for calculation of L1 only the percentage specified in the Sl No.6 (Service charge) and S.No.10 (consumables) will be taken into consideration. However, all other amounts (as applicable) shall be filled in the break up to the financial bid, failing which such bids shall be rejected. In case, if any amount is shown zero, copy of related Govt. directives in this regard shall be submitted.**
6. TDS at the rate and GST TDS will be deducted from the total amount payable to the Contractor. However, the Contractor should not reduce the tax portion while paying the wages to their deployed personnel i.e. even after deduction of TDS/GST TDS, the amount paid to the deployed personnel should not fall below Minimum Wages fixed as per the Central Minimum Wages Act, 1948.
7. **In accordance to the above, service charge below 4.20% quoted by any vendor in the break up of Financial bid will not be entertained and it is liable for rejection.**

**PLEASE NOTE: - The break up of Financial Bid submitted by the L1 bidder after award of works shall strictly be as specified above. It shall be filled in Tenderer's Letter head, completely filled and signed by the Authorized Signatory. Any violation in this direction shall result in disqualification.**

**ANNEXURES**

**ANNEXURE -1: TENDER ACCEPTANCE FORM**  
**(LETTER TO THE BANK ON THE BIDDER'S LETTERHEAD)**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME OF WORK: HIRING OF HOUSEKEEPING & GENERAL CLEANING SERVICES AT CANARA BANK CENTRE OF EXCELLENCE, PLOT NO 80, SECTOR 18, GURUGRAM**

With reference to your GeM Bid No. \_\_\_\_\_ Dated \_\_\_\_\_, we.....having examined the RFP document and understood its contents, hereby submit our Application for the aforesaid project. The Application is unconditional and unqualified.

I/We have read and examined the GeM bid, Schedules, Annexures, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Canara Bank within the time and in accordance in all respects with the instructions in writing referred to in General Rules and Directions and in Clauses of contract.

I/We agree to keep the tender open for hundred and twenty days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. \_\_\_\_\_ is hereby forwarded in the form of DD of ..... Bank, or BG from .....as Earnest Money Deposit. If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may

be ordered, and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses of the tender form

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

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

**Shri.** \_\_\_\_\_, **Partner/Proprietor/** \_\_\_\_\_, is the person authorized to negotiate commercial and technical terms and conditions and sign on behalf of the firm any Agreement, Bills and receipts for this work.

I/We agree that should I/We fail to deposit the full amount of security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Canara Bank and the same, may at the option of the Canara Bank be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

*Seal of the Company & Date* *Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorised Signatory*

*Signature - Witness 1* *Name, Designation, Mobile and Email ID of*  
*Witness1*

*Signature - Witness 2* *Name, Designation, Mobile and Email ID of*  
*Witness2*

**ANNEXURE-2: COMPANY PROFILE**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S No	Item	Details	Document Submitted (Please mention section and page number and highlight the key attribute)
1.	Name of bidder Company		
2.	Constitution of the Company		
3.	Company Registration Number,		
4.	GSTN		
5.	PAN Number		
6.	Date of incorporation/commencement of Business		
7.	Certificate of incorporation		
8.	Complete mailing address of the Registered office / Corporate office		
9.	Whether MSME (quote registration no. and date of registration, copy to be attached)		
10.	Whether Recognized as a Start up by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Start up guidelines)		
11.	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued there under (Form PP-C or PP-D as applicable)		
12.	Office Telephone		

13.	Fax numbers		
14.	Official Email -ID		
15.	Website Address		
16.	Name of the person authorized to make commitments to the Bank		
17.	-do- designation,		
18.	-do- Authority		
19.	-do- contact number		
20.	-do- Mobile number		
21.	-do- E-mail Address		
22.	Name of the person authorized (alternate contact/ secondary contact) to make commitments to the Bank		
23.	-do- designation,		
24.	-do- contact number		
25.	-do- Mobile number		
26.	-do- E-mail Address		
27.	Beneficiary Bank Details		
28.	Beneficiary Name		
29.	Beneficiary Account Number		
30.	Type of Bank Account (Current/OD/OCC etc.)		
31.	IFSC Code		
32.	Beneficiary Bank Name & Branch address		
33.	Whether any of the family members of Directors / Majority shareholder / Authorized signatory is working with the Bank	If yes, please provide details.	
34.	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
35.	Whether the company has been blacklisted for service deficiency in last 5 years. If yes, details thereof.	Yes/No Details (if option is 'Yes')	



36.	Any pending or past litigation (within three years)? If yes, please give details	Yes/No Details (if option is 'Yes')	
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37. Financial Position of Bidder for the last three financial years.

	2021-22	2022-23	2023-24
Net Profit			
Net Worth			
Turnover			

38. Registration / Empanelment with Government / Public Sector / Banks / Corporate if any (Copy of valid registration / empanelment copy should be enclosed) (Present Contract)

NAME OF THE ORGANISATION	NUMBER OF PERSONNEL DEPLOYED	VALUE OF WORKS	VALIDITY OF THEIR CONTRACT

39. Details of similar work executed/Assignments undertaken during the last 3 years to meet the Eligibility Criteria as specified in *RFP*).

Sl. No	Name of the Organisation for which the Assignment was undertaken	Address, concerned office and telephone number of the Organisation	Nature of work (in brief)	Location of the assignment	Actual Value of the work	Date of Commence ment & Completion	If work left in complete d or terminate d(furnish reasons)

**Note:** enclosed supporting documents.

40. Key personnel permanently employed in your organization:

Sl. No	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	EMAIL address of the official	CONTACT NUMBERS

42 Furnish the details of AWARDS, CITATIONS, etc., received in recognition of your services in projects designed / associated

YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

43 Furnish the details of relatives as specified in *Para II. e*

Sl.No	Name of Bank Staff	Designation	Place of posting	Name of Tenderer Staff	Designation	Relation

44. Name of Person and contact No. In State / Local office and number OF SUPERVISORY STAFFS LIKE FIELD OFFICERS , OPERATION MANAGERS and other superisory staffs in that particular state where tender is called upon.

TENDER DOCUMENT

45. DETAILS OF EMD attached:

S.No	NAME OF BANK (BRANCH) ISSUED	FAVOURING	AMOUNT

46. DECLARATION:

- a. All the information furnished by me / us here above is/are correct to the best of my knowledge and belief.
- b. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / ENCLOSUREs.
- c. I / We agree that the decision of Bank in selection will be final and binding to me / us.

*Seal of the Company & Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorised Signatory*

**ANNEXURE-3: FORMAT OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year **2025** BETWEEN, 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 through its office at Centre of Excellence Plot No 80, Sector 18, Gurugram represented by, Sri R S Singh, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

**AND**

Shri/M/s \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of \_\_\_\_\_ the sole proprietor of M/s \_\_\_\_\_ having office at \_\_\_\_\_ /the partnership firm represented by its Managing / duly authorised partner, having an administrative / principal office at \_\_\_\_\_ / a company / body corporate being its registered office at \_\_\_\_\_

\_\_\_\_\_ duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Contractor) of the other part.

**WHEREAS** Bank had issued a Request for Proposal (Ref No \_\_\_\_\_ dated \_\_) herein after termed as 'RFP') for Housekeeping & General Cleaning Services at Canara Centre of Excellence Plot NO 80, Sector 18 under Circle Office Delhi.

**WHEREAS** the Tenderer has submitted his proposal in response to the RFP and Bank has accepted the proposal of the Tenderer in this regard;

**WHEREAS** Bank has issued a Work Order (Ref No \_\_\_\_\_ dated \_\_) to the tenderer and he has accepted the same.

**NOW THIS AGREEMENT WITNESSE THE** 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) The Request for Proposal (Ref No \_\_\_\_\_ dated \_\_\_\_\_)
  - (b) Amendments to the RFP, if any; and
  - (c) Financial/Price - Bid
  - (d) The Work Order
  - (e) Undertakings by the personnel as per RFP (No Claim for employment)
  - (f) Insurance Policy Documents in the name of personnel as specified in the RFP
  - (g) Copy of license under the "The Contract Labour (Regulation & Abolition) Act 1970"

(h) Documents of individual personnel as specified in the RFP.

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the assignment 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 where of the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Contractor, \_\_\_\_\_ to bank \_\_\_\_\_ in the presence of:

**(Authorised Signatory**

**HO:Canara Bank)**

**Name:**

**Designation:**

**Email ID:**

**Mobile No:**

**(Authorised Signatory**

**Contractor)**

**Name:**

**Designation:**

**Email ID:**

**Mobile No:**

**Witness: 1**

**Name:**

**Designation:**

**Email ID:**

**Mobile No:**

**Witness: 1**

**Name:**

**Designation:**

**Email ID:**

**Mobile No:**

**ANNEXURE-4: FORMAT FOR BG - PERFORMANCE GUARANTEE**

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

To  
**The Asst. General Manager,  
Canara Centre Of Excellence,  
Plot NO 80, Sector 18, Gurugram 122015**

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

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability

under this guarantee shall be restricted to an amount not exceeding Rs.....

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
  - (ii) This Bank Guarantee is valid upto ..... and
  - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

*Seal of the Company & Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorised Signatory*

**ANNEXURE-5: PRE-CONTRACT INTEGRITY PACT**  
**PRE CONTRACT INTEGRITY PACT**  
**(This has to be submitted in the non-judicial Stamp Paper)**

**1. GENERAL**

This pre-bid contact Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month \_\_\_\_\_ 20..., between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings), Act 1970 having its Head Office at No. 112, J C Road, Bengaluru-560002, with branches spread over India and Abroad through its office at \_\_\_\_ (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. \_\_\_\_\_ (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART  
AND

M/s. \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the “BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.1. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item)/engage the services and the BIIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER is a private company/public company/Government undertaking/partnership/LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER us a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of



contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS alike, and will provide to all BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to the particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.
- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS**

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the binding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any

bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorised government sponsored export entity of the stores/Authorised Service Provider having necessary authorisations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including

information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no Previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER makes incorrect Statement on this subject, BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting Commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be valid for a specific period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance

Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER on Earnest Money/ Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required.
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from the BUYER in connection with any other contract such outstanding payment could also be utilised to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

- (v) To encash the advance bank guarantee and performance bond/warranty Bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
  - (vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
  - (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
  - (x) Forfeiture of the Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR / SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code,

1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/SELLER/CONTRACTOR shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organisation/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organisation/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS:

- 9.1. The BUYER has appointed two independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and



views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities.

- 9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being/has been submitted by BIDDER/SELLER /CONTRACTOR /SERVICE PROVIDER, The same is applicable to Sub-contractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractors with confidentiality.
- 9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

## 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Gurugram.



## 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

## 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions

14. The parties hereby sign this Integrity Pact at.....on.....

In order to achieve these goals, the BUYER will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **BUYER (CANARA BANK)**

*(Authorised Signatory  
HO:Canara Bank)*

*Name:  
Designation:  
Email ID:  
Mobile No:*

**Witness: 1**  
*Name, Designation  
Email ID: Mobile No*

**Witness: 2**  
*Name, Designation  
Email ID: Mobile No*

### **BIDDER (TENDERER)**

*(Authorised Signatory  
Tenderer)*

*Name:  
Designation:  
Email ID:  
Mobile No:*

**Witness: 1**  
*Name, Designation  
Email ID: Mobile No*

**Witness: 2**  
*Name, Designation  
Email ID: Mobile No*

**ANNEXURE-6: INDEMNITY FORMAT**

THIS DEED OF INDEMNITY executed at ..... (Place) on this ..... day of .....month of year two thousand and .....(20...) By.....(herein after called the Contractor) duly represented by proprietor/one of its partners/director Sri....., aged.....years, son of Sri.....residing at .....

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 the contractor had applied for the tender .....

Whereas the tender submitted by the contractor for the above mentioned work was accepted by Canara Bank and the work of..... has been awarded in favor of the contractor vide Ref No .....

And whereas for undertaking the work awarded as per the above noted reference, the contractor has entered into contract with Canara Bank on ..... Now this Deed Witnessed that in pursuance of the aforesaid contract dated .....and in consideration of Canara Bank having agreed to make payment on the bills claimed by the contractor herein based on the works completed in respect of the above referred contract, the contractor hereby indemnifies and keep harmless Canara Bank & its Architect/consultant and its officials/staff from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.
- ii) Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the contractor.

Further, the Contractor indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the contractor.

All Indemnities shall survive notwithstanding expiry or termination of the contract and contractor shall continue to be liable under the indemnities.

There is no limit to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

*Seal of the Company& Date*

*Signature*  
*Name, Designation, Mobile and Email ID of*  
*Authorised Signatory*

## ANNEXURE-7: NON-DISCLOSURE AGREEMENT

This agreement (the "Agreement") is entered into on this \_\_\_ day of \_\_\_ between; CANARA Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Bangalore represented by \_\_\_\_\_ herein (hereinafter called **Disclosing Party** or the "Bank"),

And

\_\_\_\_\_ with and address at \_\_\_\_\_ (the "Recipient" or the "Receiving Party" or the "Company").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Definition of Confidential Information.**

- (a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
- (i) Customer name and other information related to customers
  - (ii) any marketing strategies, Security strategies / policies, business plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies.
  - (iii) Plans for products or services, and customer or supplier lists;
  - (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
  - (v) Any footage Video Image / still image, voice or any other form of data related to CCTV & Sensors installed as part of CMS
  - (vi) Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.
- (b) The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

- (c) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;
  - (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
  - (iii) Is or becomes publicly available through no fault of the Company;
  - (iv) Is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
  - (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

## 2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) Along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) Prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) Along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this agreement.
- (v) Not disclose any Confidential Information received by it to any third parties.
- (vi) Be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank

shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

### **3. Use of Confidential Information.**

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

### **4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

**Term:-** This Agreement shall remain in effect for a duration of the Original Agreement plus 10 years. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

**Remedies:** - Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other

remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**Return of Confidential Information:-** Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

**Notice of Breach:** - The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

#### **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be



complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

### **Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this agreement.

**Effective Date of the Agreement:** This Agreement shall be effective upon its execution by both the parties.

### **Miscellaneous.**

- (i) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (ii) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- (iii) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (iv) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.



- (v) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above, or as amended time to time as per provisions in the SLA.
- (vi) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (vii) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- (viii) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank) Signature: Name:  Title: (Authorized Signatory)  Witness1: Signature: Name:  Address:  Witness2: Signature: Name:  Address	SIGNED for and on behalf of :-(Company ) Signature: Name:  Title: (Authorized Signatory)  Witness1: Signature: Name:  Address  Witness2: Signature: Name:  Address
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**ANNEXURE-8: FORMAT FOR BG - EMD**

To

\_\_\_\_\_  
Canara Bank,  
Centre Of Excellence  
Plot NO 80, Sector 18,  
Gurugram 122015

WHEREAS \_\_\_\_\_(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract)\_\_\_\_\_ (hereinafter called "the Tender") in favour of **CANARA BANK**, \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch / office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only)
- ii) This Bank Guarantee is valid up to \_\_\_\_\_and

TENDER DOCUMENT

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20...

SIGNATURE & SEAL OF THE BANK

**ANNEXURE-9: CERTIFICATE**

**(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)**

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

REF: YOUR RFP/NIT NO: - \_\_\_\_\_ Dt \_\_\_\_\_.

This is to certify that we have read the clause regarding restrictions on procurement/services from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:

- a) An entity incorporated, established or registered in such a country
- b) A subsidiary of an entity incorporated, established or registered in such a country
- c) An entity substantially controlled through entities incorporated, established or registered in such a country
- d) An entity whose beneficial owner (as per definition attached) is situated in such a country
- e) An Indian (or other) agent of such an entity
- f) A natural person who is a citizen of such a country
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2. Further, it is certified that provisions of paragraph 10 of the above order are not applicable to us in respect of captioned RFP.

Place:

Signature:

Date:

Name & Designation

Company Seal

**ANNEXURE-10: DECLARATION**

**(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)**

**DECLARATION**

I / We hereby declare that I / We have not been blacklisted, banned or delisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during the bidding process or during execution of the service/work that I / We have been blacklisted, banned, delisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

**ANNEXURE-11: SATISFACTORY PERFORMANCE CERTIFICATE**

(TO BE SUBMITTED ON RESPECTIVE CLIENTS LETTER HEAD WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY)

**SATISFACTORY PERFORMANCE CERTIFICATE**

With reference to Canara Bank RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for “Housekeeping & General cleaning services at Canara Bank Canara Centre Of Excellence, Plot 80, Sector 18, Gurugram 122015, under Circle Office Delhi.”, it is certified that M/s. \_\_\_\_\_ is undertaking General Cleaning and HouseKeeping Works at \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ with an agreement/completion value of Rs. \_\_\_\_\_ and the overall services rendered by the company/firm are satisfactory.

Date:

Place:

Signature of the Authorised Person with seal

**ANNEXURE- 12: TECHNICAL QUESTIONNAIRE**

NOTE: This questionnaire has to be submitted after surveying the entire units and site area of Canara Bank, Centre Of Excellence, Plot NO 80, Sector 18, Gurugram 122015.

1	No. of labour force your company proposes to employ if the work is awarded, with complete breakup details.	
2	Type and number of machineries and equipments your company proposes to use for the work. Whether machines will be used for cleaning the floors or manual mopping will be done.	
3	Total No. of persons will be employed for the above works and age profile of the labour force you would propose to employ for the works	1) MALE: 2) FEMALE: 3) AGE:
4	Category profile of the labour force you would propose to employ shall be as per Government guidelines and the same to be furnished	UR: OBC: MBC: SC: ST:
5	What are the safety precautions/ protective measures you would ensure to the labour force you employ for the works	
6	Does the scope of works defined by the Bank covers all the aspects, if not, mention the other works which would come under the definition of housekeeping and general cleaning works	
7	Any other relevant details you wish to mention	

Note: Use additional sheets if the space provided is less.

**SIGNATURE OF THE TENDERER WITH SEAL**

TENDER DOCUMENT

**TECHNICAL BID - DOCUMENT REQUIREMENTS**

1. **It is clarified that each bidder shall upload only one offer document as specified in the GeM bid document.**
2. All bidders are required to submit their offers as under: - (Documents specified here are compulsorily required to be submitted along with the Bid / Application).

	<b><i>Parameters / References of Clause in PQ Criteria enclosed with GeM Bid document</i></b>	<b><i>Yes or No</i></b>
a.	Tenderer should have necessary registrations with Labour Department. Refer Para a <b>(Mandatory)</b>	
b.	Audited Balance Sheet of last 3 years and Provisional Balance Sheet as on 31.03.2025:- <b>(Refer Para b)- (Mandatory)</b>	
c.	Tenderer should have rendered similar services to Govt. Estb./PSBs/PSUs in last 3 years:-Work Order copies and satisfactory completion certificates from clients clearly indicating the cost & nature of work and year of completion... <b>(Refer Para c) - (Mandatory)</b>	
d.	The Tenderer should have Minimum 3 years of experience as on 31.03.2025 :- Work Order copies and satisfactory completion certificates. <b>(Refer Para d) - (Mandatory)</b>	
e.	Tenderer should have Registration under Shops & Establishments Act with regard to their office in Haryana. <b>(Refer Para e) - (Mandatory)</b>	
f.	Certificate of Registration with Registrar of companies (or) Registrar of Firms (or) letter of Proprietorship (or) Partnership deed. In case of Ltd. Company, copy of MoA /Article of Association shall also be submitted. <b>(Refer Para f) - (Mandatory)</b>	
g.	Certificate /Registration from/With ESI Corporation <b>(Refer Para.g) - (Mandatory)</b>	
h.	Certificate from EPF organization under EPF & Misc. Provision Act-1952 <b>(Refer Para.h) - (Mandatory)</b>	
i.	Tenderer must have valid PAN number and GST registration. <b>(Refer Para i) - (Mandatory)</b>	
j.	Tenderer should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules. <b>(Refer Para j) - (Mandatory)</b>	
k.	Tenderer are required to furnish copies Running Work	

TENDER DOCUMENT



	orders & past Wage Slips, not older than three months, of their employees any Principle Employer. ( <i>Refer Para k</i> ) - <b>(Mandatory)</b>	
l.	Income Tax Return & proof of having filed the IT return for the last three financial year( <i>Refer Para IV.l</i> ) - <b>(Mandatory)</b>	
m.	Tenderer shall not be owned or controlled by any director or office/employee of the Bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013 - Declaration ( <i>Refer Para m</i> ) - <b>(Mandatory)</b>	
n.	Tenderer should submit Pre- Bid Contract Integrity Pact Agreement duly filled and signed on non-judicial stamp paper of appropriate value as per Bank prescribed format Annexure-5. ( <i>Refer Para n</i> ) - <b>(Mandatory if total Contract cost is 1 Crore and above)</b>	
o.	Tenderer shall submit declaration as per Bank prescribed format Annexure-11. ( <i>Refer Para o</i> ) - <b>(Mandatory)</b>	
p.	<b>Separate Undertaking shall be given in a separate sheets (<i>Refer Para p</i>) - (Mandatory)</b>	
q.	All Documents as asked for vide <i>Annexure 1 to Annexure 14. (Mandatory)</i> (All Annexures mentioned in RFP which is required to be filled and submitted - should be submitted in Company's letter Head in the same respective numerical order)	
r.	i. EMD as specified in RFP ( <b><i>Mandatory for non-MSME.</i></b> ) ii. MSME registered companies, shall place copy of MSME iii. Registration certificate / other related documents. <b>(Mandatory for MSME).</b>	
s.	The copy of RFP, Addendum & Corrigendum (if any) with sign of authorized signatory in all pages. This is an undertaking that the Tenderer accepts all terms and conditions specified in the RFP/Addendum & Corrigendum. No conditional / partial acceptance shall entertained. <b>(Mandatory)</b>	

***This list is not exhaustive. The Bidder may go through each and every clause specified in the RFP/NIT document and should submit all required as well as supporting documents, failing which the application may be rejected during screening of Bid Documents.***

**ANNEXURE- 13: PRICE BID**

Sl. No	Payment Details	Amount (As per latest Central Minimum wages (01.10.2024))
1	Basic + VDA (8 hrs X 26 Days) for one Un-Skilled as per central governments	
2	EPF & EDLI & Admin Charges to PF & EDLI Authority - 13 % of Sl. No.1	
3	ESI 3.25 % of Sl. No.1	
4	Bonus - 8.33% of Sl. No.1	
5	TOTAL (Sl. Nos. 1+2+3+4)	
6	Service Charge at % of Sr.No.5 (Min 4.2 % )	
7	TOTAL COST i.e., Sl. No. 5+6	
8	No. of Personnel to be deployed	10.00
9	<b>Total Monthly Cost for providing 10 Housekeeping staff on 8 hours duty (Point no 7 Multiplied by 10)</b>	
10	Total monthly outgo (Sl. Nos. 9+10)	
11	Total Contract cost for 36 months (i.e., Sl.No. 11*36) assuming current wages rate as per Central Govt.	
12	(Rates in figures , words & excl. GST)	
13	(Rates in figures , words & including GST)	

Date:

Place:

Seal and Signature of the  
Contractor with address

TENDER DOCUMENT