

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR GeM BID Ref: <<00000>>

1. Canara Bank, (hereinafter the Bank) invites tenders from eligible & experienced Firms / Companies in “TWO BID CONCEPT ” through GeM Portal - Technical Evaluation followed by Reverse Auction for hiring of Housekeeping and General Cleaning Service Agencies for Providing Housekeeping & General Cleaning Services at 10 nos. of Canara Bank Branches.
2. Brief details of the work: Housekeeping and General Cleaning Works at 10 nos. of Canara Bank Branches under Circle Office Kolkata. The List of branches where Housekeeping personnel are proposed to be deployed are as follows: [1 personnel per branch]

Sl no.	Name of Branch	Address	Name of concerned official in Branch	Contact no.	Email
1	RAH Jadavpur	#98/10/1, Raja S C Mallick Road, I Floor, Jadavpur, -700032	Sujit Singh	8334999011	Cb3016@canara.com
2	RAH Baharampur	ARYAN BUILDING BHAKURI BEHRAMPUR MURSHIDABAD -742165	Mahesh Kr Pradhan	6292237520	Cb2249@canara.com
3	RAH Durgapur	A1, Nandlal Bithi, City Centre, Durgapur -713216	Pankaj Kumar	8334999854	Cb6116@canara.com
4	RAH Siliguri	INFINITY SQUARE FIRST FLOOR II MILE SEVOKE ROAD LAKE TOWN - 734401	Agendra Kumar	9163204773	Cb2251@canara.com
5	MSME Sulabh Siliguri	I Floor, Above Prova Medical, Near Sreema Bhawan, Haiderpara Bazar, - 734006	B K Sarangi	8249522675	Cb7172@canara.com
6	MSME Sulabh I Kolkata	#6, N S Road, Kolkata -700001, West Bengal	Achintya Kumar Mondal	8951745859	Cb7169@canara.com
7	MSME Sulabh II Kolkata	Ground Floor, AC4, Salt Lake City, Sector-1, -700064	Raghunath Soren	7411686729	Cb7170@canara.com
8	RAH N S Road	NO. 6 NETAJI SUBHAS ROAD KOLKATA - 700001, West Bengal	Subhankar Mitra	9430745390	Cb9293@canara.com
9	MSME Sulabh Baharampur	GREEN VIEW APARTMENTS, 2 NO, SRIRAM SIROMANI ROAD, -742101	Partha Sarthi Das	9123824815	Cb7166@canara.com
10	MSME Sulabh Durgapur	JINTA ENCLAVE, III FLOOR, SAGARBHANGA, DAIRY MORE, - 713211	Amit Singh	9004024069	Cb7167@canara.com

3. This number / location may change during finalization/award of work order. However, all T & C specified in this RFP shall be in place.

4. The branch officials provided in S.No 2 shall be treated as “Consignees” for the purpose of this tender. Their consignee IDs are liable to be updated/modified at any period during the currency of this tender.



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) 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 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).**

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.

a. 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.

b. 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.

c. 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.

d. 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 The Divisional Manager, Premises & Estate Section, Canara Bank Circle Office, 5th floor, 21, Camac Street, Kolkata-700016 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 pecokol@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 Premises & Estate Section, Canara Bank, Circle Office, 5th floor, 21, Camac Street, Kolkata-700016.
- 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 technical evaluation done as per the eligibility criteria given above. Suitable marks would be awarded to shortlisted Tenderer against each criteria and a sum total of the marks would be taken to form a merit list for finalizing the Tenderer as per Technical Bid rating chart enclosed in GeM bid document.
- b. Technical bid will be opened on given date and time as specified in the bid document. No separate communication will be send to this effect to the tenderers.
- c. Reverse auction will be carried out only for the tenderers finalized by the technical evaluation committee based on pre- qualification criteria.
- d. Final selection of the Tenderer would be based on the combination of marks obtained in the technical evaluation, as well as the final rate quoted by them in reverse auction. The division of marks for Technical evaluation and financial evaluation as specified in **RFP and Successful Bidder** would be declared based on the combined evaluation by the tendering committee. The decision on this taken by the Bank will be final and binding to all Tenderers. Tenders will be evaluated in the following stages:

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| Stage I | Incomplete Offers, i.e., offers not accompanied by the mandatory documents, as specified in this RFP, will be rejected. No document will be accepted at later date i.e. subsequent to opening of technical bid and in case tenderer fails to submit required documents along with technical bid as per RFP the tender is liable to be rejected. |
| Stage II | Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof of documents submitted by the Tenderers. Offers not complying with any of the eligibility criteria will be rejected. |
| Stage III | Short-listed Tenderer(s) from stage II will be evaluated by Technical Bid Scoring chart based on proof documents submitted, site visits (if necessary) by the Bank's officials. |
| Stage IV | Completion of Technical bid evaluation and marking as per Score chart to contribute to 70 % of Marks in calculating Lowest quoted Tender (Given below). |
| Stage V | Reverse auction of the short-listed Tenderers (who secured minimum 70 marks in the technical evaluation specified above) |



will be carried out. Reverse auction L1 rate will contribute to 30% of marks in calculating the successful bidder.

Stage VI Final selection of the Tenderer(s) would be based on the combination of marks obtained in the technical evaluation (70%) and the L1 rates after reverse auction (30%) as explained in the RFP. In case of any tie in selection, preference will be given to the Tenderer who scored maximum technical marks; further in case of any tie, the Tenderer with higher Turnover in the last Year (FY-2021-22) will be given the preference for selection.

Stage VII In case of splitting of work order between two Tenderers, willingness letter will be obtained from shortlisted firms to work on same "Approved Rates" (Rates of L1 finalized) and splitting of work order will be in 80:20 ratio. The decision on this taken by the Bank will be final and binding to all Tenderers.

Stage VIII Issue of work orders to the shortlisted bidder.

- e. 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.
- f. The break up of rates after reverse auction is to be given only in the format specified in the GeM bid document.
- g. Reverse auction of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Bank reserves rights of accepting/rejecting any and all the bids.
- h. Tenders, who propose any modifications to specifications, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification.
- i. 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.
- j. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to canvassing will be liable for rejection.
- k. The Bank shall issue an Offer letter which will have to be accepted by the Selected Bidder within 5 working days of its receipt.

V. EARNEST MONEY DEPOSIT (EMD)

1. No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected.
2. 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.
3. The EMD in respect of the Tenderers who do not qualify the Technical Part (First Stage) & 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.
4. If the Tenderer fails to deploy Housekeeping & General cleaning personnel against the initial requirement within 7 (Seven) 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 Technical part.

- 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 deem 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 West Bengal 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 7 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 unapproved 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.

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 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. Certification of satisfactory services from individual branches for the respective month in the invoice
 - ii. Wage slips of all deployed personnel.
 - iii. The Attendance sheets.
 - iv. Statement of Bank account of the personnel evidencing payment of wages to them.
 - v. Previous Electronic Challan cum Return for Employees Provident Fund.
 - vi. 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 05th 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.
 - vii. 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 statues 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 07 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 **Kolkata**.
- 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 Kolkata and Courts at Kolkata 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. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
- e. The Contractor's Employees deployed at Canara Bank Premises anywhere 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.
- f. 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.
- g. 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.
- h. 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.



- i. 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.
- j. 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 **West Bengal 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 **DGM OF CIRCLE OFFICE KOLKATA**) worth 3% of the contract value within ten 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 39 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.

S.No	Nature of default	Penalty(In Rs)
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. Or 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.

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) 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 vermi composting.
 - (c) Bio-degradable solid waste (not used for composting and vermin composting) should be taken away by local municipality. 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 Vendor 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 misbehaviour 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 conform 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 SINO.1 to Sl No.4 in the table above 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 10 RETAIL ASSET HUBS & MSME SULABHS UNDER CIRCLE OFFICE KOLKATA.

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 fromas 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.

Signature

Name, Designation, Mobile and Email ID of

Authorised Signatory

Seal of the Company & Date

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 share holder / Authorized signatory 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 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')	

37. Financial Position of Bidder for the last three financial years.

	2018-19	2019-20	2020-21	2021-22(Provisional)
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 Commencement & Completion	If work left in completed or terminated (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*

S.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.

45. DETAILS OF EMD attached:

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

46. DECLARATION:

- All the information furnished by me / us here above is/are correct to the best of my knowledge and belief.
- I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / ENCLOSUREs.
- 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 **2022**

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 Kolkata represented by, _____, 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 10 Retail asset Hubs & MSME Sulabhs under Circle Office Kolkata;**

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 WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,

- (a) 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 whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Contractor,
_____ to _____ 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:

Witness: 2

Name:

Designation:

Email ID:

Mobile No:

Witness: 2

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, Premises & Estate Section, Canara Bank, Circle Office, 5th floor, 21, Camac Street, Kolkata- 700016

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of 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)

Signature

Seal of the Company & Date

*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 contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month_____ 2021, 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 Kolkata (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 West Bengal.

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. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

- a. Sri. D R S Chaudhary, Rtd. IAS - dilip.chaudhary@gmail.com
 b. Sri. Rakesh Jain, IA&AS - rakeshjain18@hotmail.com

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 ofmonth of year two thousand and(2022) 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.

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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.

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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 West Bengal, 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

The Deputy General Manager

Canara Bank, Circle Office,

21, Camac Street,

Kolkata- 700016

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.

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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
- 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 _____ 2022

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

The Deputy General Manager

Canara Bank, Circle Office,

21, Camac Street,

Kolkata- 700016

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 **Retail Asset Hubs & MSME Sulabhs under Circle Office Kolkata**”, it is certified that M/s. _____ is undertaking General Cleaning and House Keeping 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: SCORING METRIC SHEET FOR ARRIVAL ON L1

Method of selection of L1 bidder will be based on under mentioned scoring Metric (worked on Technical bid : Financial bid i.e.70:30) basis.

Applicant	Marks for Technical Evaluation out of 100	Marks Allotted for Technical Bid (weightage of 70%)	Rate quoted - services charges	Marks Allotted for Financial Bid (Weightage 30%)	Total Marks	Status
A	87.00	66.19	7.00	25.71	91.90	L3
B	84.00	63.91	6.75	26.67	90.58	L5
C	90.00	68.47	8.00	22.50	90.97	L4
D	92.00	70	6.50	27.69	97.69	L1
E	85.00	64.67	6.00	30.00	94.67	L2

Above scoring is done on PERCENTILE basis as under:

Technical Evaluation: Highest marks i.e.92 will have full weightage of 70marks. Remaining will be arrived at as under:

for “A” : $87/92 \times 70 = 66.19$

Price Evaluation: Lowest price quoted i.e.6.00 % will have full weightage of 30 marks. Remaining will be arrived at as under:

For “A” : $6 / 7 \times 30 = 25.71$

Total score:

A: 91.90 percentile

B: 90.58 percentile

C: 90.97 percentile

D: 97.69 percentile

E: 94.67 percentile

Offer of D will be considered as L1



ANNEXURE- 13: TECHNICAL QUESTIONNAIRE

NOTE: This questionnaire has to be submitted after surveying the entire units and site area of Canara Bank Premises under Circle Office Kolkata

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



ANNEXURE-14: 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.

	<i>Parameters / References of Clause in PQ Criteria enclosed with GeM Bid document</i>	<i>Yes or No</i>
a.	Tenderer should have necessary registrations with Labour Department.Refer Para a(Mandatory)	
b.	Audited Balance Sheet of last 3 years and Provisional Balance Sheet as on 31.03.2022:- (Refer Parab) - (Mandatory)	
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. .. (Refer Para c) - (Mandatory)	
d.	The Tenderer should have Minimum 3 years of experience as on 31.03.2022 :- Work Order copies and satisfactory completion certificates.(Refer Para d) - (Mandatory)	
e.	Tenderer should have Registration under Shops & Establishments Act with regard to their office in Bengaluru.(Refer Para e) - (Mandatory)	
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. (Refer Para f) - (Mandatory)	
g.	Certificate /Registration from/With ESI Corporation (Refer Para.g) - (Mandatory)	
h.	Certificate from EPF organization under EPF & Misc. Provision Act-1952 (Refer Para.h) - (Mandatory)	
i.	Tenderer must have valid PAN number and GST registration.(Refer Para i) - (Mandatory)	
j.	Tenderer should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.(Refer Para j) - (Mandatory)	
k.	Tenderer are required to furnish copies Running Work orders &past Wage Slips, not older than three months, of	



	their employees any Principle Employer.(<i>Refer Para k</i>) - (Mandatory)	
l.	Income Tax Return & proof of having filed the IT return for the last three financial year(<i>Refer Para IV.I</i>) - (Mandatory)	
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>) - (Mandatory)	
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>) - (Mandatory)	
o.	Tenderer shall submit declaration as per Bank prescribed format Annexure-11. (<i>Refer Para o</i>) - (Mandatory)	
p.	Separate Undertaking shall be given in a separate sheets (<i>Refer Para p</i>) - (Mandatory)	
q.	All Documents as asked for vide Annexure 1 to Annexure 14. (Mandatory) (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 (Mandatory for non-MSME). ii. MSME registered companies, shall place copy of MSME iii. Registration certificate / other related documents. (Mandatory for MSME).	
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. (Mandatory)	

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.