

TENDER DOCUMENT FOR HOUSEKEEPING SERVICES AT CANARA BANK'S REGIONAL OFFICES (3 NOS. AT VARIOUS LOCATIONS IN MUMBAI - THANE, CUFF PARADE & PRABHA DEVI)

IMPORTANT

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

Tender Ref No: 01/MCPE/2022

PREMISES & ESTATE SECTION,
BANDRA KURLA COMPLEX, BANDRA (E),
PLOT NO C-14, G- BLOCK, MUMBAI
Telephone 022 - 26728465/63
Email: emcomcity@canarabank.com

Signature of tenderer with seal

INDEX

S.No.	Contents	Page
A	Part-1- Technical & commercial bid	3-61
1.	Notice Inviting Tender	3-4
2.	Description & Eligibility Criteria	5-6
3.	Application Format	7-10
4.	General Rules and Instructions for the Guidance of Tenderer	11-19
5.	Tender- Offer	20-21
6.	General Conditions of Contract	22-37
7.	Details of Building	39
8.	Scope of Works	39-45
9.	Annexure A- Indemnity Bond Format	46
10.	Annexure B- Contract Agreement	47
11.	Annexure C- Items to be Provided	48-49
12.	Annexure D- Security Deposit Format	50-51
13.	Annexure E- Integrity Pact Format	52-58
14.	Annexure F- Self Declaration: Regarding company not being blacklisted	59
15.	Annexure G- Self Declaration: Regarding compliance of Minimum Wages Act	60
16.	Annexure H- Certificate	61-62
17.	Annexure I- Authorization Letter Format	63
18.	Annexure J - Purchase Preference	64-67
19.	Annexure G-	68-69
B	Price - Bid	70-73

Signature of tenderer with seal

PART-1 TECHNICAL AND COMMERCIAL BID

(To be submitted in sealed envelope marked “Envelope No. 1- Technical & Commercial Bid”)

NOTICE INVITING TENDER (NIT)

CANARA BANK, PREMISES & ESTATE SECTION, CIRCLE OFFICE, BANDRA KURLA COMPLEX, BANDRA (E), PLOT NO C-14, ‘G’ BLOCK, MUMBAI-400 051 invites sealed tender for the works mentioned below:

TENDER DOCUMENT ISSUED TO:

1). **NAME OF THE WORK:** Housekeeping services at -

1. RO-I, Maker Tower E 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade.
2. RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch.
3. RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry.

2). **EMD AMOUNT:** Rs. **3,60,000/-** by way of Demand Draft of a scheduled bank drawn in favour of "Canara Bank, Circle Office - payable at MUMBAI (in a separate sealed cover and the same should be submitted along with Technical & commercial bid).

3). **PERIOD OF CONTRACT:**(1+2 Yrs): One year commencing from date of letter of acceptance of the tender by the Bank and renewed every year subject to satisfactory completion of the work for a further period of 2 years.

4). **CONTENTS OF THE TENDER::**

PART - 1

- Notice inviting tender
- General rules and instructions for the guidance of the tenderer
- Tender offer
- General Conditions of the Contract
- Scope of the works to be carried out
- Form of agreement and Draft format of indemnity bond
- Price Bid

Signature of tenderer with seal

The above form the first envelope under caption "Technical and Commercial bid"

PART - 2

Price bid - Second Envelope

5). Concept of tender: The tender concept is "Two Envelope Concept"

First envelope - 1 - Technical cum commercial bid
Second envelope - 2 - Price bid

Both bids should be submitted on the same date & time but in separate envelopes, sealed and super-scribed the name of the work on the envelope.

6). Date of Pre-bid meeting: **28.01.2022 at 3.00 PM** at Premises & Estate Section, 2nd Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-40051

7). Submission of tender: The original tender as issued duly filled should be submitted in the respective sealed envelopes.

8). Date of submission: Sealed envelopes to be submitted on or before **10.02.2022 up to 3.00 PM** at Premises & Estate Section, 2nd Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-40051

9). Date of opening: Technical & Commercial Bid will be opened on **10.02.2022 at 03.30 PM** at Premises & Estate Section, 2nd Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-40051

10). Date of tender: **18.01.2022**

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

Signature of tenderer with seal

Description::

The Canara Bank proposes to avail the services of Housekeeping agencies for facility management services at the subject building at

- RO-I, Maker Tower E 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade.
- RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch.
- RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry.

Bank reserves the right to restrict the scope of work and/or divide the assignment.

Eligibility Criteria:

No.	Criteria	Documents Required
01	The tenderer should be registered under the labour commissioner office at the respective jurisdiction	Copy of Labour License issued by the Assistant labour Commissioner (if applicable)
02	The tenderer should be a registered housekeeping service provider with minimum 5 years of experience.	*Copy of valid registration certificate *Copy of work orders / client certificates older than 5 years from the date of this tender notice.
03	The tenderer should have rendered similar services atleast: a) Three (3) similar works each costing Rs. 30 lakhs p.a each or b) Two (2) similar works each costing Rs 36 lakhs p.a or c) One(1) similar work costing Rs 48 lakhs p.a during the last 5 (five) years ending with 31.03.2021. Similar work means the agency should have been assigned with housekeeping, façade cleaning, pest control for Government organizations or Public Sector Undertakings or Public Sector Banks.	Work Order copies and satisfactory completion certificates from the clients clearly indicating the cost & nature of work and year of completion.
04	The tenderer should be an assess of Income Tax and must possess GST Number.	Should submit copy of the income tax, PAN, GST certificate with valid registration number.

Signature of tenderer with seal

05	The tenderer shall have the average annual financial turnover of at least Rs 100 Lakhs during last 3 years ending with 31.03.2021.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. FY2018-19, FY2019-20, FY2020-21.
06	The tenderer should have an office/ branch at Mumbai/ Navi Mumbai/ Thane/ Palghar/ Panvel/ Raigarh.	Copy of address proof for office/ branch at Mumbai/ Navi Mumbai/ Thane/ Palghar/ Panvel/ Raigarh
07	The tenderer should cover all employees for statutory compliance like ESIC, PF, Accidental /death Insurance.	Should submit copy of the documents with valid registration number.
08	The tenderer should have Positive Net Worth as on 31.03.2021.	The tenderer must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountant should mandatorily contain Unique Document Identification Number.
09	The tenderer should submit Integrity pact Agreement duly filled and signed as per Annexure on Rs. 500/- non judicial stamp paper.	Original agreement should be duly attached. Non-submission of Integrity Pact agreement duly filled and signed as per Annexure-E on Rs. 500/- non-judicial stamp paper along with Technical Bid shall render the tender liable for rejection.
10	The tenderer should not be blacklisted/ debarred company as on the date of submission of RFP by any Government Department/ Financial institution/ Public Sector Unit/ Scheduled Commercial Bank in India.	Tenderer should submit self declaration to this effect in letter head.

We confirm that the information furnished above is true and correct. We also note that, if there any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date:

Signature with Seal:

Name:

Designation:

Signature of tenderer with seal

APPLICATION FORMAT

PRE-QUALIFICATION OF AGENCIES FOR HOUSEKEEPING SERVICES AT 3 NOS. OF REGIONAL OFFICE ALONGWITH OTHER BRANCHES/OFFICES AT VARIOUS LOCATIONS, MUMBAI

1. Name of the Applicant :
 a).Address (Head Office/Registered Office) :
 with telephone, e-mail, web-site details:

 b). Office/Branch address/ service center at Mumbai
 / Navi-Mumbai/ Thane/ Palghar/ Panvel/ Raigarh
 along with details of local in-charge's name, mobile No. etc.
2.
 - a) Status of the Firm (Whether company/
Partnership / proprietary) :
 - b) Name of the Proprietor/ Partners/ Directors
(with professional qualifications, if any):
 I)
 II)
 III)
 - c) Year of establishment :
3. Whether registered with Registrar of
Companies / firm. If so, No. & Date :
4. Registration with Tax Authorities :
 a) Income-tax No. PAN/GIR NO :
 b) GST No. :
 (furnish copies of Income-tax returns, GST registration):
5. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss account for three years).

Sl. No.	Year	Turnover, Rs in Lakhs
1	2020-21	
2	2019-20	
3	2018-19	
	Average	

6. Registration/Contracts with Government organizations, Public sector Undertakings, Public sector Banks.

Signature of tenderer with seal

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION / CONTRACT

7. Details of the qualifying works executed (please mention only such works meet the eligibility criteria)

Sl. No.	Name of Work	Work executed for (name of the organization with address, concerned office & telephone no)	Nature of work (in brief)	Location of the work	Actual Value of the works	Period of Contract	If work left incomplete or terminated (furnish reasons)
1							
2							
3							

Note: Copies of satisfactory completion certificate obtained from the client shall be enclosed.

8. Key personnel permanently employed in your organization:

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

9. Details of your relatives working in Canara bank.

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

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

Signature of tenderer with seal

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

DECLARATION

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

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH

SEAL OF ORGANISATION

Signature of tenderer with seal

Checklist (To be filled by Applicants)

1.	Have you signed in all the sheets?	Yes/No
2.	Whether copy of PAN/GSTIN Registration copy is enclosed?	Yes/No
3.	Whether Labour License Certificate is enclosed?	Yes/No
4.	Whether enclosed proof for year of establishment?	Yes/No
5.	Whether proof for average annual financial turnover enclosed?	Yes/No
6.	Whether documentary proof for having undertaken the works is enclosed?	Yes/No
7.	Whether copies of Trade License enclosed wherever applicable	Yes/No
8.	Whether copies of ESIC, PF, Accidental /death Insurance registration copy is enclosed?	Yes/No
9.	If yes, No. of certificates enclosed	

Details of the EMD:

S.No	Name of the Bank (DD Issued bank)	DD Number and Date	Favoring	Amount
1				
2				

Signature of tenderer with seal

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. Tender documents consisting of specifications, set of terms and conditions of contract to be complied by the contractor whose tender may be accepted and other necessary documents can be downloaded from our Banks website www.canarabank.com and Central Public Procurement Portal (CPPP).

The site for the work is available for immediate commencement of work or shall be made available at mutually agreed date for commencement of work.

2. The tender is two Bid concept as detailed below:

- 3.1. The two bids are classified as,

- (1). The Technical & Commercial Bid and
- (2). The Price Bid.

- 3.2. The first envelope super-scribed as "Technical & commercial Bid " should be submitted in a sealed envelope containing all the following details:

i). All the schedules of the tender document, technical & commercial details of the subject tender and application format other than Price bid.

ii). The tender, (i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money and application fee as mentioned elsewhere in the documents by way of Demand Draft of a Scheduled Bank issued in favour of "Canara Bank Circle Office " payable at Mumbai.

iii). A photocopy of the Price Bid with the prices masked shall be attached in Technical Bid as **'masked price bid' including the break up details of manpower cost** . Technical Bid without 'masked price bid' will be liable for rejection.

3. **No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection.** The EMD of the contractor whose tender is accepted, shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.

EMD SHOULD BE SUBMITTED ALONG WITH THE TECHNICAL & COMMERCIAL BID. SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD. . However MSEs are exempted from paying Tender fee, EMDs as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors / agencies should submit exemption certificate issued from the relevant authorities.

5. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with technical and commercial bid shall automatically render the entire tender being rejected. This envelope i.e. Price bid should be duly filled in with values written in words and figures, and as detailed elsewhere in the tender documents.

Signature of tenderer with seal

5.1 The separately sealed envelopes containing Technical Bid and Price Bid for Housekeeping services at 3 REGIONAL OFFICES, situated at various locations in Mumbai shall be placed and sealed in another big outer envelope superscripted on the top of the envelope as “Offer for rendering housekeeping services at 3 ROs coming under Canara Bank Circle Office, Mumbai”. The Name of the Bidder and due date for submission is to be specifically mentioned on the top of the envelope. The tender should be submitted to the **DIVISIONAL MANAGER, Canara Bank, Circle office, Premises & Estate Section, 2nd floor, B wing, Plot No C-14, ‘G’ Block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051.**

The date for opening the price bid will be intimated subsequently only to such firms whose technical bids are found suitable and will be published at Canara Bank’s website. The TENDERERS are requested to participate during the opening of the tender.

5.2 Tender shall be on prescribed form only which can be downloaded from Bank’s web site or can be obtained from the office of

**DIVISIONAL MANAGER,
Canara Bank, Circle Office,
Premises & Estate Section,
2nd floor B wing,
Plot No. C-14, ‘G’ Block,
Bandra Kurla Complex,
Bandra (E), Mumbai- 400 051
TELEPHONE 022-26728465/63**

6. The contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including labour, tools & equipments, carriage & transport, supervision, overheads & profits, mobilising and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable. The break up details of manpower cost shall be provided as per format in the price bid.

7. When a contractor signs a tender in an Indian language and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.

8. Issue of tender form / documents is as per the NIT.

9. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or conditional tenders are liable to be rejected. Incomplete tender shall summarily be rejected.

10. THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.

Signature of tenderer with seal

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12. Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases 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 soft copy of the pre-bid queries should be sent by E-Mail to emcomcity@canarabank.com and the pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the **Divisional Manager, Premises & Estate section, Canara Bank, Circle office, Mumbai** by the intending tenderers before 3:00 PM on **25.01.2022**. No oral or individual consultation shall be entertained.

No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

A pre-bid meeting of the intending tenderer will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
28.01.2022	03:00 PM	Premises & Estate Section, 2 nd Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-51

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 tenderers shall be present during the scheduled time.

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 Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Signature of tenderer with seal

Non-reply to the queries raised by any of the Tenderer 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.

12A Amendment to Tender document:

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website (www.canarabank.com) and will be binding on all tenderers and no separate communication will be issued in this regard.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

13. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule (Price Bid) will be liable for rejection.

13.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs.2.15 "P" and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should be invariably be up to two decimal places. While quoting the rate is in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found;

i) The rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct (OR)

ii) If the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct (OR)

iii) Where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

13.2 All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

14. APPLICABLE GOODS AND SERVICE TAX SHALL BE PAID EXTRA AS PER THE PREVAILNG NORMS. CONTRACTOR SHOULD PRODUCE GST REGISTRATION NUMBER.

Signature of tenderer with seal

THE OFFERS WITHOUT GST NUMBER WILL BE SUMMARILY REJECTED. Applicable TDS will be deducted while making the payment.

15. The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.

16. No employee of the employer is allowed to work as a contractor for a period of 2 years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor's service.

17. The tender for the works shall remain open for acceptance for a period of 180 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 Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

18. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

19. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.

20. Further the tenderer shall agree that until a formal agreement on stamp paper of Rs. 500/- is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.

22.1 Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and nature of the works to be carried out and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No Extra Charges will be payable on account of this.

22.2 A 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 and local conditions and other factors bearing on the execution of the work.

Signature of tenderer with seal

22.3 In 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.

23. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.

24. Method of Evaluation of tender: All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tender will be opened in the presence of the available tenderer.

24.1 Both the envelope superscribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscribed as "Technical & Commercial Bid " alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.

24.2 Incomplete offers and offers not accompanied by the mandatory documents and EMD shall be rejected.

24.4 After the technical evaluation, such of those tenderers found technically acceptable will be short listed and their envelope containing " Price Bid " shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.

24.5 During the course of technical evaluation if found necessary the Employer / Consultant may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

24.6 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer / consultant only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information are furnished.

24.7 In case of other un-successful tenderers, the sealed Price bid along with EMD shall be returned treating it individually. The Employer reserves the right to accept or reject any of the offer's without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

(a) Standard form of Agreement on stamp paper.

Signature of tenderer with seal

(b) Notice inviting tender, all the documents including tender, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,

(c) Price Bid / Schedule Bill of Quantities.

26. The successful bidder should submit the details of the manpower, their experience and Curriculum Vitae for necessary approval of the Bank within 14 days from the date of the award of the work.

27. The Contractor shall bring out any objections or any other additional services which shall be extended by them under the scope of work in the technical and commercial bid itself.

28. Bank reserves the right to increase/decrease the manpower as per the requirement by paying or reducing the similar amount quoted by the vendor for manpower of that category.

29. The pre bid meeting will be held on specified date as stated elsewhere in the tender document to clarify the points/ doubts in respect of the tender documents. The points requiring clarifications and any doubts shall be given in writing at least one day prior to the pre bid meeting and sent to the address mentioned above in 5.2. **Only Authorized representatives of interested service providers shall be present during the scheduled time with authorization letter.** The Bank shall clarify the queries during the pre-bid meeting followed by confirmation in Banks website. **No individual consultation / communications shall be entertained.** Tenderer shall submit the Technical Bid along with the addendum (uploaded in the Bank website) furnished by the Bank after Pre Bid meeting. Technical Bid not containing the addendum shall be liable for rejection.

30. The prices quoted by the tenderers must comply the Government norms.

31. The finalized tenderer should have all licenses and statutory permissions during the contract period. In case of any penalty imposed on the Bank due to non-compliance of statutory guidelines or not having any of the required licenses, the same shall be recovered from the tenderer.

32. The rate quoted by the tenderer **shall remain firm** and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipments deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, taxes such as Octroi, ~~sales tax, VAT, excise duty~~, PF, ESI, and any other component as per the opinion of the tenderer etc. **but excluding GST. The rates shall be quoted on the format as per Part-B.**

33. The tenderer shall note that no claim for enhancement of rates, on the ground that cost of materials, labour has increased; existing statutory levies have been increased **except increase / decrease in DA (Dearness Allowance)** after tender or in any other ground, will be entertained on any account. If there is revision in DA rates as per the government guidelines, then proportionate increase/ decrease in DA will be considered as and when such situation

Signature of tenderer with seal

arises. The increase/ decrease in DA will be worked out on the basis of whole time persons deployed by the agency.

34. The rate quoted in the tender shall remain valid for a period of '**SIX MONTHS**' from the date of opening of tender, for acceptance by Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds. The DA rate shall be considered as per the latest directives of Ministry of Labour & Employment, Govt of India.

35. **Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions.** The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.

36. 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.

37. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found or found under the influence of alcohol or any abusive substance / reported while on duty, the same person would not be allowed to work at the building anymore and Bank reserves the right to ask for a suitable substitute.

38. The contractor has to submit the **Police verification** details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

39. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the Bank officials after performing the interview of the staff.

40. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.

41. Tender shall be quoted on prescribed form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

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

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

44. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.

Signature of tenderer with seal

45. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Central) has to be paid to the labourers employed by Contractor.
46. Payment to the labourers shall be paid on 7th of every month and confirmed to the Bank.
47. The challans and other documents with regard to ESIC/PF/pay slip should be submitted along with monthly bill.

SIGNATURE OF THE TENDERER WITH SEAL

Signature of tenderer with seal

TENDER - OFFER

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

I/We hereby tender for the execution of the work specified by the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **180 (One Hundred Eighty days)** from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum as stated elsewhere in the tender document is hereby forwarded as earnest money in form of Demand Draft of (Name of the issuing Schedule Bank) bearing no. and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money 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.

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

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

Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions, entering the agreement & sign on behalf of the firm any Agreement, Bills & receipts for this work.

Signature of tenderer with seal

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.

Dated the:day of 2022

Witness,	Name	Signature of Contractor
Full Postal Address including		& address:
		Pin Code NO. & Telephone NO.

1).

2).

Signature of tenderer with seal

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the price bid and in the specifications and conditions laid down hereinafter the work shall be carried out as per standard specifications and under the direction of the Employer.

1. DEFINITIONS:

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

- **‘The Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between Canara Bank and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- **‘Employer / Bank’** means Canara Bank having its Head Office at 112, J C Road, Bangalore and Circle office at Plot No. C-14, G block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and includes its representatives, successors and assigns.
- **‘Competent Authority’** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
- **‘The Contractor or Contractors’** means the firm, company or person engaged by the Bank to carry out the work. It shall also include their legal representative(s), successors or assigns.
- **‘Site’** means
 - RO-I, Maker Tower E 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade.
 - RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch.
 - RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry.
- **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- **‘The schedule of quantity’** means the schedule of quantity as specified and forming part of this contract.

Signature of tenderer with seal

- ‘Works’ or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- ‘Month’ means calendar month.
- ‘Week’ means seven consecutive days.
- ‘Day’ means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.
- Where the context so requires, words imparting the singular only also include the plural and vice versa; and , any reference to masculine gender shall include feminine gender and vice versa

2. Language :

The language in which the contract documents shall be drawn shall be English.

3. Inspection of site

The tenderers are advised to inspect the building and finishes (glass, aluminum composite panel, crystalline glass, Italian Marble, granite, tiles, carpets, stainless steel cladding, Veneers, laminates etc) before quoting their rates. It is expected that the tenderers will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4. Contractor to inform himself fully

The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipments and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at site office at BKC building at 2nd floor as detailed in the NIT. Written enquires to be submitted one day prior to pre-bid meeting.

5. Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants and equipment which may be required for carrying out the work satisfactorily.

Signature of tenderer with seal

6. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate(s) and price(s) quoted in the Schedule of Quantity, which rate(s) and price(s) shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for carrying out the work.

7. Work Order

Within the validity period of the tender, the Employer shall issue a work order by registered post / courier or otherwise handover personally to the contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

8. Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

9. Earnest Money Deposit (EMD)

The tenderer shall furnish **EMD** in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of Canara Bank, payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

9.1 FORFEITURE OF EMD: Bank reserves the rights to cancel the order and forfeit the EMD if,

- Security Deposit is not submitted within the stipulated time;
- Agreement is not entered within stipulated time;
- The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the contractor fails to enter into a formal agreement or fails to commence the work within the stipulated time.

10. SECURITY DEPOSIT

The successful bidder should submit a Security Deposit for **3 % value of the contract (contract Period) or latest as per Govt. guidelines at the time of execution of the contract** within **fourteen days** from the date of acceptance of the tender for due performance of the

Signature of tenderer with seal

Contract. The Security Deposit can also be submitted by way of Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank.

The Bank Guarantee should be **valid for 36 months** from the date of commencement of contract. The guarantee should also contain a **claim period of three months** from the last date of validity.

The contractor's authorised representative shall be in attendance in Canara Bank premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the contractor shall be personally responsible and shall make good the loss forthwith.

All activities of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of Canara Bank and the contractor each day on completion of work.

Without prejudice to any rights or remedies under this agreement if the contractor dies, the Canara Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

11. Insurance of Works

Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank), a third party insurance policy, in joint names of employer and the contractor, for maximum Rs. 5.00 lakhs for each accident, with the Employer as first beneficiary. The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.

Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer. No work shall be taken up by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account.

12. Assignment, subletting and contractor's superintendence

The whole of work included in the contract shall be carried out by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.

In case of breach, the Bank has liberty to serve notice and rescind the contract along with forfeiting of the EMD (i.e. security deposit) and invoke the bank guarantee / performance guarantee if required.

Signature of tenderer with seal

13. Protection of works and property

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. **In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, Bank reserves the right to invoke the security deposit as stated above to cover such losses.**

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

14. Contractor to supply tools & plants etc.

Schedule of major equipments to be kept at site should be attached:

The list of major equipments to be deployed by the contractor should be enclosed. **The equipments to be kept on site should be absolutely new.** The contractor should submit the copies of the purchase bills to Bank. The contractor should ensure that the equipments provided on site are functioning at all times.

15. Wages to be paid

- a) The Bank will pay the Contractor the said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the **Price Bid** and the said conditions.
- b) The payment will be made as per actual manpower deployed for the Housekeeping works and on satisfactory completion of the work and on submission of the bill.
- c) All payments by the Bank under this contract will be made only at Mumbai in Indian Rupees and shall be within 30 days from the submission of bills including period of checking subject to bills being complete and in the format to be mutually agreed.
- d) All taxes including the sales tax or any other tax on material & services work's contract tax, turn over tax, sales tax etc prevailing at the time of tender in respect of this contract shall be payable by the Facility Management (FM) Service Contractor and the Bank will not entertain any claim whatsoever in this respect except GST.
- e) That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific instructions with prior approval from the Bank.
- f) The rate quoted shall be inclusive of bonus, house rent allowance, Employees provident fund, overtime, conveyance, food expenses etc and Bank shall not make any separate payment towards the above components.

Signature of tenderer with seal

g) The following components should be necessarily present in the pay structure applicable to the house keeping staff & break-up of this should be submitted in the price bid.

1. Basic as per Govt. guidelines
2. D.A. as per Govt. guidelines
3. HRA

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female),. The contractor may like to add any other component as they may desire to the above list to have better staff.

The contractor shall compulsorily submit the detailed pay structures he proposes to give to each of his category (along with components as instructed above and also adding any other component he desires to give over and above, to any or all of the categories) along with the price bid. This structure will form basis for future revisions made by the statutory authorities. While making the revisions, the revision would be made in respect of DA increment only.

16. Procurement of cleaning and other materials

All the cleaning materials and consumables required for the work is to be supplied by the agency. All the cleaning materials shall be of make of Unilever or any other equivalent make.

17. Uniform

The contractor will provide uniform (including shoes) to all the employees deployed by him in the premises within the quoted rate(s) and no extra payment beyond quoted rates will be made to contractor on this account.

18. Payment of Bills by the Bank

The monthly bills in respect of the contract staff provided by you at Canara Bank building would be processed only after all documents as indicated below are submitted along with the bill:

- i. PF challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at Canara Bank and clearly mentioning the amount credited against their account with the PF office should be submitted. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- ii. ESIC challan for the previous month. Please note that a separate sheet mentioning the names of the staff deputed at Canara Bank and clearly mentioning the amount credited against their account with the ESIC office should be submitted. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.

Signature of tenderer with seal

- iii. The original wages register, which has been signed by your employees deputed at Canara Bank for receipt of payment for the previous month should also be submitted for certification of Canara Bank representative as the principal Employer.
- Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand such amount may also be deducted from any sum due, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
 - If Canara Bank engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to Canara bank, the extra cost involved on this account.

19. Work on Sunday and Holidays

The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there will be one weekly holiday for each employee on rotation basis.

20. Additional Work

Should any new areas of work transpire which the Employer considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Employer and the contractor based on actual rate analysis on established norms. In the event of non agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

21. Facilities to the contractor / by the contractor

The Employer will provide an area of about 50-100 sft area with a work station for facilitating the contractor rendering the services. The contractor will provide mobile phones to the supervisor deployed by him for carrying out housekeeping works. The charges towards the same are deemed to be included in the rate/s quoted by the contractor and no payment beyond quoted rate/s will be made to the contractor on this account.

The Contractor shall provide emergency telephone number/s during normal and after office hours operations with a maximum of two hour response time during any urgent requirements.

No accommodation for workmen is available at the site. The workmen shall not be allowed to stay in the premises and the Contractor shall make his own arrangements for the accommodation of the workmen deployed by him.

22. Compliance with all statutory requirements

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall

Signature of tenderer with seal

produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for carrying out the work. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from.

22.1 Other compliances:

All contract staff deputed by the contractor at Canara Bank site should have in possession letters to this effect.

- Payment slips should be issued by the contractors to the staff deputed on Canara Bank site.
- Identity card should be issued by the contractors to the contract staff deputed on Canara Bank site.

22.2 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work.

- a. Minimum Wages Act, 1948
- b. Payment of Wages Act 1936
- c. Workmen's Compensation Act 1923 (Amended), as applicable
- d. Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- e. Apprentice Act 1961
- f. Industrial Employment (Standing Order) Act 1946
- g. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- h. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- i. Employees State Insurance Corporation Act
- j. Shop and Establishment Act, as applicable
- k. Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- l. Factories Act,
- m. Employment of Children Act 1938,
- n. Employers Liability Act 1938,
- o. Industrial Disputes Act 1947

The contractor 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,

Signature of tenderer with seal

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 or his workmen 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 Bank from the contractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

23. Contract period

The work shall be awarded for a period of One year commencing from date of letter of acceptance of the tender by the Bank and renewed every year subject to satisfactory completion of the work for a further period of 2 years from the date of commencement of the work. The contract period may be extended for a further period on mutually agreed terms. The extension of contract is to entire discretion of Bank.

If the contractor fails to perform any of the duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, with a notice of winding up within a period of one month.

24. Dismissal of Workmen

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

25. Technical Audit / Scrutiny

The Employer shall have right to carry a audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Employer. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

26. Records of daily operation

The Contractor shall provide printed comprehensive logbook procedures (chemicals used), containing tables for daily record of cleaning activity carried out in all units of the building.

27. Inspection by Employer

27.1 General

Signature of tenderer with seal

The Employer shall have the right to inspect at all times any tools, instruments, materials / chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.

27.2 Rejection of work and Equipment

The Employer shall have the right to condemn any or all tools, instruments, materials / chemicals, equipment or work which does not confirm to specifications.

The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost.

28. Reporting and Record keeping

28.1 Management reporting and process reviews

The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.

28.2 Operating Meetings

During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.

28.3 Performance Review Meeting

Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.

28.4 Quality Assurance

The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

29 Force majeure

Neither the Employer nor contractor shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

Signature of tenderer with seal

From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

30 Accidents

The contractor shall immediately on occurrence of any accident during carrying out the work report such accident to the Employer. The contractor shall also report such accident immediately to the concerned authorities whenever such report is required to be lodged by law and take appropriate actions thereof.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized Canara Bank official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by Canara Bank. In addition, the contractor to the authorized Canara Bank official shall also submit periodic reports on safety from time to time as prescribed.

31 LABOUR

- I. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.
- II. The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out works. The Contractor shall submit on every month to the Bank a statement showing in respect of the preceding 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 month 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.
- III. The contractor shall apply and obtain license under the contract labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- IV. The minimum age of the labour employed shall not be below 18 years.
- V. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.

Signature of tenderer with seal

- VI. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- VII. 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.
- VIII. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- IX. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories. The contractor shall disburse the wages in the presence of the Bank's representatives and obtain their signature in the payment register on or before 7th of every month. If it falls on Sunday payment shall be made on previous day.
- X. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- XI. The staff/workers employed by the contractor shall not be found under the influence of alcohol or any abusive substance at any point of time. Further, the behaviour of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of misbehavior or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

32. TERMINATION

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

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

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

Signature of tenderer with seal

- 33.1 Before commencing the work, contractor shall submit a 'SAFETY PLAN' to the authorized Canara Bank official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara bank decision in this respect.
- 33.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.
- 33.3 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Canara bank officials:-
Safety Helmets conforming to IS-2925:1984
Safety Belts conforming to IS-3521:1983.
Safety Shoes conforming to IS-1989:1978.
Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
Hand and body protection devices conforming to:
IS-2573:1975
IS-6994:1973
IS-8807:1978
IS-8519:1977
- 33.4 All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized Canara Bank official who shall have the right to ban the use of any item.
- 33.5 The contractor shall adopt all fire safety measures.
- 33.6 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- 33.7 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 life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.
34. **INDEMNITY BOND:** Contractor shall sign an Indemnity Bond in an approved format as per ANNEXURE A before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non adherence to safety codes, no following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

Signature of tenderer with seal

- 34.1 In case of any damage to property by the contractor, Canara Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the Contractor.
- 34.2 In the event of any damage to the loose furnitures, interiors, computers and such other equipments or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- 34.3 If the contractor fails to improve the standards of safety in its operation to the satisfaction of Canara Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Canara Bank official, Canara bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by Canara Bank.
- 34.4 Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of Canara Bank.

35. SETTLEMENT OF DISPUTES AND ARBITRATION ::

It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge/ Consultant which shall be given in writing, shall be final, conclusive and binding on the Tenderer.

- I. If the Tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge / Consultant on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing for written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the Tenderer's letter.
- II. Upon receipt of such written instructions or decision the Tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the Tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the Tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the Tenderer shall within a period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.
- III. All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows :

Signature of tenderer with seal

- IV. Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the Tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.
- V. If Tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the Tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tenderer shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.
- VI. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- VII. It is term of this Contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.
- VIII. It is also a term of this Contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- IX. It is also a term of the contract that if the Tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.
- X. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- XI. It is also a term of the contract that any fees TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

Signature of tenderer with seal

- XII. It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- XIII. The award of the Arbitrator shall be final and binding on both the parties

36. FORECLOSURE OF CONTRACT IN FULL OR IN PART

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates for works executed at site.

37 Proposed work methods, supplies and plan (TO BE SUBMITTED ALONG WITH THE TECHNICAL BID)

- a. The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.
- b. The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.
- c. The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be utilised for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.
- d. The contractor shall be required to submit for the Banks approval a detailed mobilisation plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.
- e. The contractor will schedule the cleaning operations in such a way that the premises remains neat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour law of the state.

Signature of tenderer with seal

38. SOCIAL MEDIA POLICY :-

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

- a) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- b) 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.

Signature of tenderer with seal

DETAILS OF THE BUILDING

1. RO-I, Maker Tower E Wing 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade - Approx. Carpet Area 14280 Sqft.
2. RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch - Approx. Carpet Area 20622 sq.ft.
3. RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry - Approx. Carpet Area 13500 sq.ft.

The service core including the stair case, lift lobby and toilets are having granite/Vitrified tiles flooring and toilet walls are with ceramic tile dadoing. In case of centre core, the lift lobby is having Italian Marble flooring/cladding. Stair case is with granite flooring.

The interior finishing of the office area is basically, Floor carpet, vitrified tiles & wooden flooring. The cabin partitions are fully glazed, semi glazed & solid.

In addition to the above any other area if requires cleaning on the same premises.

SCOPE OF WORKS

The Employer (Canara Bank) has constructed/taken leased Premises an office building complex with high quality finishing and intelligent building management system at -

1. RO-I, Maker Tower E 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade.
2. RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch.
3. RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry.

The Employer expects the contractor to take full responsibility for providing Housekeeping Services (HS) as described in the tender documents.

As single point responsibility, the Contractor shall employ modern systems and services of high quality, integrating all functions necessary to support the above objective of the Bank by deploying competent, trained and experienced work force under a well structured system, using "Modern Management Techniques and well established / ISO certified standards and procedures".

Signature of tenderer with seal

The single point responsibility shall cover:

A. House Keeping

1. The scope includes thorough cleaning of the entire building, both internal and external areas including the peripherals throughout the contract period.
2. Cleaning of all common areas, interior areas of office, AHU/Electrical panel rooms, cleaning floors, walls, columns, furniture, litter bins, lifts, staircases, stainless steel column cladding, stainless steel grills, railings, internal glass, external glass to reachable heights, etc. The scope of work also includes cleaning of special architectural and decorative features, internal planters, toilets including wash areas, floors, ceiling, ceiling tiles, walls, cubical partitions, mirrors, roller blinds, wooden flooring, carpets, other floor areas finished with vitrified tiling, Italian Marble, granite etc and wall claddings, AC grills and diffusers, electrical light fittings etc, internal & external glass to reachable heights etc.,
3. Common areas like: Lift lobby area, toilet areas, pantry areas, wash area, floors, ceiling, including wall tiles, sanitary wares, wash basins, sinks, sanitary bins, soap dispensers etc.
4. Waste Management :Devise and implement waste management systems for removal of dry as well as wet waste from office / common areas/ other designated areas to central collection centre initially and final disposal outside the building as prescribed by the local statutory bodies like Pollution Control Board, MCGM, MMRDA etc. Necessary records should be maintained as a proof of carrying out the waste disposal. The disposal is to be carried out in presence of the security guard and / or the designated representative /s employed by the Employer.

The contractor has to dispose the dry as well as wet garbage in a manner as approved by the municipal corporation as per the frequency mentioned below:

Dry garbage - daily

Wet garbage - daily

No extra payment for disposal of dry and wet garbage will be made to the contractor separately.

In case, the services of the contractor are not found satisfactory or the contractor does not arrange for waste disposal as per the frequency specified, the Employer shall engage separate agency for disposal of dry as well as wet waste and charges paid by the Employer to the agency deployed will be recovered from the payment of the contractor. The decision of the Employer in this regard shall be final and binding on the contractor.

5. Liasioning with all statutory / public bodies, ensuring/making timely payment of all dues and taxes etc. to these bodies, keeping all NOCs and permits/ licenses duly validated at all times and taking prompt action to renew the same. No additional allowance will be paid to the agency for the same.
6. The office works regularly for six/five days in a week and on holidays/Sundays in case of administrative exigencies. The contractor to engage in housekeeping services during 8.00 am

Signature of tenderer with seal

in the morning to 4.00 pm in the evening. Please note that as per the requirement by employer, timings may vary. The entire internal and external premises shall be cleaned and kept spic and span before 9.30 am every day.

7. **All the cleaning material and consumables required for providing the above service has to be procured by the housekeeping agency. Canara Bank will not supply any of the required items nor make additional payment for the said items. All the items used for cleaning should be of approved make as per the ANNEXURE - C.**
8. The contractor shall bring all the required equipment for cleaning like machines, brooms, clothes, mops, buckets to be used for the housekeeping and cleaning works. Maintenance of such equipments including the cost of spares is the responsibility of the contractor.
9. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
10. The contractor has to depute a facility manager as one point contact and authorized representative and should be available in the building to supervise and control his workers and take down instructions from the Officer-in-charge of the Bank. The supervisors should be provided with mobile phones for communication.
11. For working in the building, all personnel of the agency shall obtain entry pass issued by Canara Bank. All the staff of contractor may be required to undergo security check as per the rules and regulations of Bank from time to time.
12. **METHOD OF CLEANING:**
 - 12.1 All the floors sweeping/swiping should be done manually /mechanically
 - 12.2 Cleaning of carpets should be done mechanically
 - 12.3 Chairs /Sofas or fabric upholsteries such as fabric to sound acoustic panels should be cleaned mechanically
 - 12.4 Tables, Storage units, fans, etc., should be cleaned manually
 - 12.5 Light fittings should be cleaned manually/mechanically
 - 12.6 Wall paper should be cleaned manually
13. All the labourers (male and female) should be provided with distinguishable uniform, maintain personal hygiene should maintain strict discipline within the building premises. The contractor is required to engage the following categories of workers daily as per the timings mentioned below.

1) Supervisors - From 8.00 am to 4.00 pm

2) Housekeepers & Chambermaids - From 8.00 am to 4.00 pm

The supervisors and housekeepers should be deployed in shift of 8 Hours duty in such a way that required work force is available to undertake the works.

Signature of tenderer with seal

Total No of manpower to be deployed:

Description	Nos	Category	Educational Qualification	Experience
Supervisor	1	Semi-skilled	Graduate	3 years
Chambermaid	2	Unskilled	No essential qualification	Not necessary
Housekeeper	3	Unskilled	No essential qualification	Not necessary
Total Nos	6			

14. The maintenance and upkeep of electrical system, equipments, DG Sets etc are not covered under this agreement.

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

16. Internal Housekeeping services: The daily chores to be carried out are as follows:

- I. The floors shall be swept and wet mopped and kept ready by 9.00 am followed by regular cleaning and mopping so as to maintain neat and clean condition throughout the day.
- II. The workstations, tables, chairs, almirahs, storage units and all other furniture shall be cleaned and kept ready by 9.00 am.
- III. The dustbins shall be cleared daily once in the morning and once in the evening.
- IV. The doormats shall be cleaned off dust, mud and grime as required.
- V. Atrium, fire and general staircases and terrace shall be cleaned daily by 9.00 am.
- VI. Glass partitions/doors at all floors to be cleaned neatly daily by 9.00 am.
- VII. Cleaning of name plates of section, executives, floor name plates daily.
- VIII. The fire extinguishers/ fire hydrants which are kept in the premises should be cleaned daily.
- IX. Shifting of the small things from floor to floor with a building.

Note: The above frequency is only indicative and may be increased depending on needs.

17. Internal Housekeeping services: The weekly chores to be carried out are as follows:

- I. The false ceiling, coving, wall panel, wall surfaces, cornices etc., shall be cleaned for removal of dust, dirt, cobwebs, etc., manually / by using necessary equipment.
- II. The vertical blinds shall be cleaned for removal of dust / dirt.

Signature of tenderer with seal

- III. Thorough cleaning of ceiling, wall mounted fans, light fixtures and such other equipments kept in the office area.
- IV. The glazing of the doors, partitions, internal glazings, windows, partitions, etc., shall be cleaned with glass cleaning liquid, etc.,
- V. The door and window frames, panels shall be wiped with a dry mop.
- VI. Thorough cleaning of top surfaces of canopies, open terrace areas at all levels / heights and keeping the water outlets free from choking / blockage, etc.,
- VII. Carpets shall be vacuum cleaned.
- VIII. Dusting and cleaning of stair case railing.
- IX. The telephone instruments including IP phones, Analog Phones and Digital phones
- X. Wall papers, Fabric to Acoustic panels.

18. Internal Housekeeping services: Other routine chores to be carried out are as follows:

- I. Telephone instruments, light fittings, fans, mirrors, etc., are to be cleaned and kept ready by 9.00 am.
- II. Good quality air-fresheners are to be sprayed twice a day in each lift to keep the lift atmosphere in good fragrance and acceptable general ambience.
- III. Carpets shall be got shampooed once in three months.

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

- I. Cleaning / dusting of the gates daily basis.
- II. Cleaning / dusting of the compound wall inclusive of wiping of compound light fixtures on alternate days.
- III. Removal of garbage (excluding waste paper) and transporting the same outside the premises and disposing in designated area of MCGM on daily basis as identified and directed by officer-in-charge. Waste paper are to be dumped in the designated area within the premises.
- IV. Daily cleaning of founder's bust and other busts.

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

- I. Replenishing of washroom supplies like toilet paper, tissues, soaps, etc., to be done by 9.00 am
- II. Cleaning of all toilets, wiping of WC seats, fittings & fixtures, floors, urinals, by 9.00 am, 1.00 PM, 4.00 PM and as and when required.

Signature of tenderer with seal

- III. Cleaning dado, mirrors etc., by 9.30 am and as and when required.
- IV. Cleaning of all sinks and counter tops, partitions, etc, by 9.30 am
- V. Removal of garbage / trash and replacement of waste basket underliners daily by 9.30 am.
- VI. Collection and transportation of waste garbage / trash out of the building including disposal of the same as required by MCGM norms in a designated area as identified and directed by Officer-in-charge daily by 9.30 am.
- VII. Providing and placing of toilet refresheners.
- VIII. Providing and spraying of room fresheners.
- IX. Removal of internal blockages in fixtures, pipes and specials.

21. Housekeeping services in board room, conference rooms and auditorium:

- I. The building is provided with a multipurpose hall / conference room/ Board room. In addition to it many small meeting rooms are provided. The interiors and all its accessories such as telephone instruments, light fittings, projectors, TV screens, fans, mirrors, etc., are to be cleaned thoroughly on a daily basis. As and when meetings are held, before and after the meetings thorough cleaning to be done and arrangement for drinking water, clearing the left out eatables, etc., needs to be undertaking by the agency.
- II. Good quality Airfreshners are to be sprayed twice a day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.
- III. Carpet in all the above areas shall be got shampooed once in a three month.
- B. All the equipments which are required for the cleaning of the site needs to be installed.
 - The scope also covers installing the necessary equipments and other accessories, providing trained manpower for carrying out the cleaning services including maintenance and up keep of the system/equipments.

C. Pest Control, Rodent Control and Anti- Termite Treatment.

The job of Pest Control shall include the following:

- (i) General Pest Control/ anti termite treatment which includes eradication of **cockroaches, mosquitoes, flies, lizards, termites etc.** through insecticides as per Government of India and WHO norms. The Pest Control should cover all the places like spray under the tables, chairs, workstations, almirahs, wooden furniture, false ceilings, all stair cases, lift lobbies, toilets, washrooms, drain ducts/manholes, pantry, canteen, record rooms, all AHUs, machine rooms, guard room, common area, passage, basements, dustbins, open area, etc and should leave no space unattended. Fogging should be carried out in the premises.

Signature of tenderer with seal

- (ii) Rodent control shall be carried out for controlling rat problem inside as well as outside the premises and safeguarding the important files, papers, Boxes, carpets, electrical and Telephone wiring, false ceiling, paneling, etc. from rodents damage. This service will be provided in the entire office premises. The treatment will be carried out by mechanical trapping or glue pads placed.
- (iii) Agency must ensure that the pest control once done shall remain effective upto next Pest Control failing which it shall have to be done again without any cost.

Carrying out periodical internal pest control, rodent control and anti-termite treatment in the office premises as per the frequencies specified below by the Bank to keep the building both externally & internally pest free.

- 1) Pest/ Anti-termite control- Once in two weeks
(Gel treatment in office, toilet, canteen area) and chemicals spray treatment in passage, storage area, toilet etc.
- 2) Rodent control- Once in a month
- 3) Larva (Mosquito) Treatment- Once in two weeks for all water bodies
- 4) Sanitization - As and when required by the Bank.

The service provider shall be required to use only those chemicals/ pesticides that have been approved for the household/ office purpose by Govt. authorities.

D. Cleaning Material- Cleaning material as mentioned in Annexure-C has to be provided in the building considering employee strength of around 70-100 in each premises.

Cleaning material also includes providing brooms, buckets, dustbins for each toilet and pantry. Dustbins are also to be provided at each workstation as and when required.

SIGNATURE OF THE TENDERER WITH SEAL

Signature of tenderer with seal

ANNEXURE - A

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Mumbai on this _____ day of _____ month of year two thousand and twenty two (2022) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ (hereinafter referred to as Contractor)

In favour of

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

Whereas Canara Bank has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for housekeeping and general cleaning works at Canara Bank, Head Office building. The Contractor was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Canara Bank, Head Office vide their letter.....

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

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

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

Signature of Contractor with seal

Signature of tenderer with seal

ANNEXURE - B

CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of ____ in the year two thousand and twenty two (____ 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- 560 002, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART ;

AND

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

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____ 2022 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - a) Notice inviting Tender
 - b) The Tender Document comprising Tender Notice, General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Appendix 1 to 12 to General Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A, B & C), Priced schedule of quantities, Tender Drawings / Sketches.
 - c) Corrigendum to tender document if any.
 - e) Letter from contractor dt. _____ in response to the negotiation meeting discussions held on _____
 - f) Letter of Acceptance issued to contractor by Bank - letter No. _____ DT _____.
 - g) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.
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 works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

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

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

Signature of tenderer with seal

ANNEXURE - C

ITEMS TO BE PROVIDED AT DGM / AGM / DM CABINS/TOILETS

- I. Liquid Soap - Dettol / Fem brand
- II. Soap - Mysore Sandal / Cinthol / International Lux
- III. Tissue paper box - Premier brand or equivalent
- IV. Toilet roll - Premier brand or equivalent
- V. Buckets & mugs - Brite brand or equivalent
- VI. Room spray - Reputed brand (Sandal perfume)
- VII. Room freshener cakes - Reputed brand

ITEMS TO BE PROVIDED AT GENERAL TOILETS

- VIII. Naphthalene balls - Reputed brand
- IX. Toilet deodorant cakes - Reputed brand
- X. Liquid Soap for handwash - Dettol / Sonic brand
- XI. Phenyl - Germisol / Nilgiris / Sonic brand
- XII. Perfume with phenyl - Reputed brand (Jasmine perfume)
- XIII. Buckets & Mugs - Brite brand or equivalent
- XIV. Toilet roll- Premium brand or equivalent

In addition to the above, the supplier has to provide sanitization materials/Machine as per the approved brand.

NOTE: ANY OTHER EQUIVALENT BRAND WITH APPROVAL OF THE BANK CAN ALSO BE USED.

Signature of tenderer with seal

Equipments to be deployed on each site

Sr No	Description	Qty	Make
1	Single Disc Scrubber with Pad holder & scrubbing pad	1	Charnock
2	Vaccum Cleaner	1	
3	Wringer Trolley	1	
4	Glass cleaning kit	1	
5	LADDER 5 FT	1	
6	Caddy Basket	4	

Signature of tenderer with seal

ANNEXURE - D

SECURITY DEPOSIT FORMAT

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated :

To Dated:

Last Date for Lodgement of claim:

To:

.....

.....

.....

.....

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

Signature of tenderer with seal

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
 - (i) 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 of 3 Months)

PLACE:

DATE :

SIGNATURE

Signature of tenderer with seal

ANNEXURE - E

INTEGRITY PACT FORMAT

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month.....2022 , between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (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 "**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

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal 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.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive

Signature of tenderer with seal

suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as

Signature of tenderer with seal

to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -

(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:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) 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.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) 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 CANARA BANK 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 from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) 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.
- f) 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 for any loss or damage to the BUYER resulting from such cancellation/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.
- g) 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.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable 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.
- j) 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.

Signature of tenderer with seal

k) 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 shall be liable to pay compensation for any loss or damage to the BUYER resulting from such 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.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (a) to (k) 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.

(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 can approach the Independent External Monitor (s) appointed for the purpose of this pact.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors

Signature of tenderer with seal

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

Signature of tenderer with seal

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Managing Director, CANARA BANK.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. _____.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Signature of tenderer with seal

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Signature of tenderer with seal

ANNEXURE - F

SELF DECLARATION: REGARDING COMPANY NOT BEING BLACKLISTED

Ref:

Date:

To,
The Divisional Manager
Canara Bank,
Premises & Estate Section,
Circle Office, Mumbai

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

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

Signature:

Name:

Designation:

Seal:

Signature of tenderer with seal

ANNEXURE - G

SELF DECLARATION: REGARDING COMPLIANCE OF MINIMUM WAGES ACT

Ref:

Date:

To,
The Divisional Manager
Canara Bank,
Premises & Estate Section,
Circle Office, Mumbai

In response to the tender No. _____ dated _____ as owner/ partner/ Director of _____ I/We hereby declare that our Agency is paying all skilled/ semi-skilled/ unskilled labours as per the prevailing Minimum Wages Act based on the latest directives of Ministry of Labour & Employment, Govt. of India.

Signature:

Name:

Designation:

Seal:

Signature of tenderer with seal

Annexure – H
CERTIFICATE
(On letter head of the Company / Firm)

To
The Divisional Manager,
Circle Office, Mumbai

Dear Sir,
Bid Number: 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

Signature of tenderer with seal

Definition of “Beneficial Owner”

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under 1. or 2. or 3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Signature of tenderer with seal

ANNEXURE - I
Authorization letter format

To
The Divisional Manager,
Circle Office, Mumbai

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening
REF: YOUR RFP NO: - _____ Dt _____.

This has reference to your above RFP for supply of _____. Mr. Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP _____ DT: _____ on _____ on behalf of our organization.

The specimen signature is attested below :

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Signature of tenderer with seal

Annexure - J PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:

1.1.1. District Industries Centres or

1.1.2. Khadi Village Industries Commission or

1.1.3. Khadi & Village Industries Board or

1.1.4. Coir Board or National Small Industries Corporation or

1.1.5. Directorate of Handicrafts & Handloom or

1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.

1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.

1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

Signature of tenderer with seal

1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L- 33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.

2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3. Procurement through Local Suppliers (Make in India): Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

3.1. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.

3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.

3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:

3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;

3.3.2. In the procurements of goods or works which are not covered by paragraph

3.3.1 and which are divisible in nature, the following procedure shall be followed:

3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

Signature of tenderer with seal

3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.

3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.

3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.

3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.

3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of tenderer with seal

3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.10. Ministry of Electronics and Information Technology (MeitY): In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

3.11. Department of Telecommunications (DoT): In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

3.12. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).

Signature of tenderer with seal

**ANNEXURE-K
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____
BETWEEN: Canara Bank, a body corporate incorporated under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 112 J C Road Bengaluru (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART; And _____
(hereinafter referred to as "Contractor" which expression shall unless repugnant to the subject or context thereof, shall mean and include its Partners, Directors, Employees, Sub Contractors, successors and permitted assigns) duly represented by proprietor/ partners 1. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ 2. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ (hereinafter referred to as Contractor) 3. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ of the OTHER PART; Whereas Canara Bank has invited sealed tenders on lump sum rate (labour cost + material cost) basis from pre-qualified Contractors for housekeeping and general cleaning works at _____. The Contractor was shortlisted and emerged successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of the Contractor by Canara Bank, Head Office vide their letter And whereas as per tender documents, the Contractor has to enter into a Non Disclosure Agreement before starting the work. NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER: 1. "Confidential Information" means non-public information that Bank designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

The Contractor shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge or communicate such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). It shall be presumed that Contractor has executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Notwithstanding the foregoing, nothing herein shall prevent the Contractor from disclosing all or part of the

Signature of tenderer with seal

Confidential Information as required by a governmental agency or by order of a court, or when disclosure is otherwise required by law. Provided however, that prior to any such disclosure, the Company/Service Provider/Vendor shall, (i) promptly notify the Bank in writing of such requirement to disclose and (ii) co-operate fully with the Bank, at the expense of the Bank, in protecting against any such disclosures to the extent permissible by law and / or obtaining a protective order. Contractor acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. The foregoing obligations as to confidentiality shall survive any termination of this Agreement. Dated this _____ day of _____ 2022 at _____

Signature of tenderer with seal

PRICE BID

(TO BE SUBMITTED IN A SEPARATE SEALED COVER ALONG WITH THE BREAKUP OF THE RATES)

(This part of the tender should be submitted in a separate envelope and price bid shall be quoted only in this form and no other form will be accepted. However, for any additional information etc., separate sheet may be attached if necessary)

NATURE OF WORK	Housekeeping services for Bank's office complex at 1. RO-I, Maker Tower E 14th Floor, Cuffe Parade Mumbai: The premises consists of Regional Office-I, Cuffe Parade Branch, LCB Cuffe Parade. 2. RO-II, Kohinoor Building, Prabhadevi: Premises consists of Regional Office- II, Prabhadevi Branch, SME Sulabh, RAH, Candi Branch. 3. RO-Thane, Waghle State, Thane: The premises consists of Regional Office - Thane, RAH-I, RAH-II, SME, LPC, Pantry.
<u>Condition of price bid</u>	
GST	The price to be quoted is exclusive of GST. The applicable GST will be paid extra by the Bank as per the extant Government guidelines.
Payment	Bank will make the payments on monthly basis after satisfactory completion of the work every month <u>and on receipt of the bill.</u>
Date of Payments	The contractor has to make the payment for the Workers engaged for the above work on or before 8th day of the succeeding month during working hours on working day and the payment shall not be less than the MINIMUM WAGES stipulated by the Ministry of Labours, Government of India, or Government of Maharashtra, whichever is higher as applicable for the entire work force.
Uniforms for the workers	The contractor has to provide the Bank approved uniforms and safety shoes to the work force. The cost of the same shall be included in the prices quoted. No separate payments will be made by the Bank for the uniforms and safety shoes. The contractor should ensure that the work force should be strictly in the uniform during the shifts.
Renewal of Contractor	The rates are sought for one year. The same rates shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account except increase/decrease in DA in case of manpower charges for housekeeping services. The contract will be renewed every year depending upon the satisfactory service of the agency/contractor.
Service Charges	A minimum service charge of 2.5% to be stipulated to meet TDS criteria. The agency quoting less than 2.5% as service charge will

Signature of tenderer with seal

	be summarily rejected.
Evaluation of L1	<p>The rates are sought for the following services only for one year-</p> <ul style="list-style-type: none"> i) Housekeeping services ii) Pest control, rodent control and anti-termite treatment iii) Cleaning material charges <p>The total cost for the above will be taken for evaluation of the L1. The same rates shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account except increase/decrease in DA in case of manpower charges for housekeeping services.</p>

Price Schedule Part “A”

A. Housekeeping services: The contractors are requested to quote for the entire services for the full building per month. Rate is sought only for one year. The same shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account except increase/ decrease in DA. If there is revision in DA rates as per the government guidelines, then proportionate increase/ decrease in DA will be considered as and when such situation arises. Contractors shall quote the rates accordingly.

The Basic and DA component has to be considered as per the latest directives of Ministry of Labour & Employment, Govt. of India.

B. Pest control, rodent control and anti-termite treatment services: The contractors are requested to quote for pest control services for the full building per month. Rate is sought only for one year. The same shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account. Contractor shall take into account any variation in labour charges, material costs, etc and quote the rates accordingly.

C. Cleaning material & Sanitization charges: The contractors are requested to quote for cleaning material & Sanitization charges for the full premises per month. Rate is sought only for one year. The same shall be considered for a period of three years and no enhancement over and above the quoted rate shall be allowed on any account. Contractor shall take into account any variation in labour charges, material costs, etc. and quote the rates accordingly.

Signature of tenderer with seal

Price Schedule Part “B”

Sr. No.	Description Of Work	Amount Quoted (Rs)	
		Per month (i)	Total per year (ii) (i.e i * 12)
1	Housekeeping services		
2	Pest control, rodent control and anti-termite treatment services		
3	Cleaning material charges including Santization		
	<u>TOTAL of 1, 2, 3</u>		

*Applicable taxes will be paid extra.

(Signature)

Name of Authorised signatory

Designation

Name of company

Signature of tenderer with seal

Break-up of rates for 1st year for Housekeeping services

Performa for working out wages of workers as per minimum wages ACT state/Central which ever is higher					
	Rate is for the per no of the employer to be deployed				
Sr No	Category of staff	supervisor	chambermaid	Housekeeper	
	Break Up/ Hours of work	8 hrs	8 hrs	8 hrs	
1	Basic				
2	DA				
3	HRA				
4	Conveyance Allowances				
5	Sub Total				
6	ESIC @ 3.25% or as per guidelines on 5				
7	PF @ 13 % on 1 & 2 or as per guidelines				
8	Bonus @ 8.33 % on 1& 2 or as per guidelines				
9	Gratuity @ 4.81 % on 1 & 2 or as per guidelines				
10	Leave Wages @5.77% on 1 & 2 or as per guidelines				
11	Uniform Expenses				
12	Telephone Charges for supervisors				
13	Identity Card/ Payment slips-office expenses				
14	Police verification charges				
15	Any other charges				
16	Sub total 5 to 15				
17	Service charges on 16**				
18	Total per person / 8 hrs				
19	Total per person / month *				
	* GST will be payable extra by Bank.				

**** A minimum service charges i.e., 2.5% of Sr. No. 16 to be stipulated to meet TDS criteria. The agency quoting less than 2.5% as service charges will be summarily rejected.**

(Signature)

Name of Authorised signatory
 Designation
 Name of company

Signature of tenderer with seal