

(A Govt. of India Undertaking)

PREMISES AND ESTATE SECTION, CIRCLE OFFICE, # 86, SPENCER TOWER, M G ROAD, BENGALURU. 560001

# TENDER DOCUMENT FOR HOUSEKEEPING & GENERAL CLEANING WORKS

Reference: HKP/ P&E / 1244 /BLR Date: 08.03.2022

## **IMPORTANT**

To be submitted in a sealed covers, **Technical bid** along with EMD superscribing the name of work and name and address of the tenderer and **Price Bid separately** 



# PREMISES & ESTATE SECTION, CIRCLE OFFICE # 86, MG Road, BENGALURU - 560 001. Phone: 080-25310038

E-mail: blrpes@canarabank.com www.canarabank.com

This Tender consists of Two Bids: 1) Technical Bid and 2) Price Bid

# PART A - NOTICE INVITING TENDER (NIT) DATE: 08.03.2022

Sealed tenders in Two Bid system are invited from eligible Contractors for providing Housekeeping and General cleaning works for a period of THREE years for the following locations 1.Circle Office Building Bengaluru 2.Mysuru-1 RO Building 3.Bengaluru Accounts Section Building 4. LBO Chikkaballapur Building 5.Bengaluru RO West Building 6.RO Tumkur Building 7.Bengaluru RO South Building 8.RO Mandya Building 9.LBO Kolar Building 10.Bengaluru RO North Building

The Tender Documents may be downloaded from our Bank Website www.canarabank.com DETAILS OF THE TENDER:

PARTICULARS	DETAILS
Date of Issue of Tender	08.03.2022
Earnest Money deposit	Rs.100,000/-
Period/Validity of Contract	3 years from the date of agreement subject to satisfactory annual review by Bank.
Date of Pre bid meeting	15.03.2022 at 3.00 PM
Last date and time for submission of the tender	01.04.2022 upto 03.00 PM
Date and time of Opening of the Tender - Technical bids	01.04.2022 - 03.30 PM
Date of opening of Price Bid	Date and time will be informed to the Qualified Tenderer. The communication will be sent through letter or e-mail.
Contact No. & e-mail id	080-25310038 blrpes@canarabank.com

Tender Document for Housekeeping & General Cleaning works at Canara Bank, Circle Office building & Other Offices

#### Note:

Tender documents should be handed over to Canara Bank, Premises & Estate Section, Circle Office, Bengaluru before stipulated time on the due date. Any tender submitted after stipulated date and time will not be accepted.

Bid will be opened in the presence of Tenderers or its authorized representatives who choose to attend. In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank.

DD for EMD should be enclosed with the Technical Bid only. Technical Bids without the relevant documents and DD shall be rejected.

ASSISTANT GENERAL MANAGER PREMISES & ESTATE SECTION CIRCLE OFFICE

Place: BENGALURU Date: 08.03.2022

# PART B - GENERAL RULES AND INSTRUCTIONS TO TENDERER

- Sealed Tenders in Two bid system for the works as per the Scope of Works as detailed in PART F are hereby invited from the eligible Contractors as per the eligibility criteria of this tender (PART C). Tender applications can be collected from Premises and Estate Section, Circle office, M G Road Bengaluru OR can be down loaded from our Website.
- 2. Tenders should be addressed to the Assistant General Manager, Premises and Estate Section, Circle Office, M G Road Bengaluru. The tenders should be submitted in a sealed cover along with EMD duly and clearly super scribing the name of the work as well as name & address of the Tenderer.
- 3. The sealed tenders will be received by Assistant General Manager, Premises and Estate Section, Circle office, M G Road Bengaluru on or before the last date and time of submission as specified in the NIT.
- 4. The technical Bid will be opened at Premises and Estate Section, Circle Office, M G Road Bengaluru on 01.04.2022 at 3.30 pm.
- 5. The tenderers to furnish their local address, the name of the person to whom all the correspondence are to be addressed with the telephone number (both office and residence), mobile and fax numbers and email.
- 6. All entries in the tender documents should be in one ink. Erasing and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned duly and clearly indicating the name, designation and address of the person signing.
- 7. Before submitting the tender, the Tenderers shall fill in all the required particulars in the blank space provided for the purpose in the tender documents and also sign in each and every page of the tender document.
- 8. The rate should be quoted in **Indian Currency** only and the same should be quoted both in figures as well as in words.
- 9. In case the rate quoted in figures differs from those quoted in words, <u>the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.</u>
- 10. While quoting the 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.
- 11. The rate to be quoted by the tenderer shall be firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipments deployed, contractors profit,

- transportation charges and all statutory levies and taxes(GST) PF, ESI etc. The rates shall be quoted on the format as per Part-F.
- 12 The tenderer shall note that, after the tender is accepted, no claim whatsoever for enhancement of rates will be entertained on any account or on the ground that there has been increase in the cost of materials and/or labour and/or statutory levies
- 13 The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening the tender, for acceptance by the Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds.
- 14 <u>Before tendering</u>, the tenderers are advised to inspect the site of work and its environments to be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is the tenderer's responsibility to provide all the items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
- 15 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 16 No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
- 17 The tenderer shall deposit a sum of Rs. 1,00,000/-(Rs. One Lakh only) Earnest Money Deposit along with Technical Bid only. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank and shall be drawn in favour of Canara Bank, Premises and Estate Section, Circle office,
- 18 No alterations or additions shall be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
- 19 Tender shall be submitted in prescribed Form only and quoting in any other form, the tender will be liable for rejection. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from one prescribed in the tender schedule will be liable for rejection.
- 20 If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.

- 21 All the parts of this tender documents ie Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures, technical specifications shall form a part of the contract document.
- 22 No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected.
- 23 However, MSMEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSME firms, The tenderer should submit exemption certificate issued from the relevant authorities. It may also be noted that Bank Guarantee has to be submitted by the bidder under any circumstance, if selected.
- 24 The EMD of unsuccessful tenderers shall be returned without any interest after award of work.
- 25 The EMD of successful tenderers shall be returned without any interest after submission of Bank Guarantee.

## 26 INTEGRITY PACT.

Integrity Pact format is enclosed as Annexure - C, the same to be duly filled and submitted along with technical bid. If failed to submit, the tender liable to be rejected immediately.

ASSISTANT GENERAL MANAGER PREMISES AND ESTATE SECTION CIRCLE OFFICE, BENGALURU

After ensuring the above, the Tenderers need to submit their bids as described under 'Envelope-A and Envelope-B' as detailed below:

Sl No	BID DOCUMENTS	
A.	Technical Bid - ENVELOPE - A	
1	Application	
2	Check List for Enclosures	
3	Tender offer	
4	Certificate of Conformity	
5	Self Declaration	
6	Integrity pact	

В.	Price Bid - ENVELOPE - B
1	Price Bid

Sealed envelope containing Technical Bid and Price Bid in separate envelopes should be super scribed "Technical Bid for providing Housekeeping Services at Canara Bank Circle Office/ Price Bid for providing Housekeeping Services at Canara Bank Circle Office". Both the envelopes should be kept in one envelope super scribed on top "Tender for selection of tenderer for providing Housekeeping Services at Canara Bank, Circle Office Bengaluru" addressed to the Bank clearly indicating Tenderer address and contact details

# PART C - ELIGIBILITY CRITERIA FOR SHORTLISTING

# **Eligibility Criteria:**

No	Criteria	Documents Required	
1.	The Firm/Company should be registered under the labour commissioner office at the respective jurisdiction	Copy of Labour License issued by the Assistant labour Commissioner	
2.	The Firm/Company should have minimum 5 years of experience of providing Housekeeping services continuously preceding to 01/01/2022 in Government offices/ PSUs/ PSBs/ Private & Public limited Companies on annual contract basis for a minimum strength of 100 members.	Work Order copies /client certificates from 2017 onwards, clearly indicating the staff strength of the office where Housekeeping service is provided (Including address of office) and period of service.	
3.	The Firm/Company must have at least one valid contract for similar work (Refer scope of works) in Karnataka for a multi storeyed building with a built up area of minimum of 1,21,000 sqft in last 2 years.	Housekeeping Services are provided.	
4.	The Firm/Company must have local office in Bengaluru	Copy of Address proof of the local Office with phone number.	
5.	The Firm/Company should have annual turnover of minimum 18 lakhs for the last three financial years till 31/03/2021 (FY 2018-19, FY 2019-20, FY 2020-21)	Documents supporting the annual turnover amount like Audited Balance sheet, Profit & Loss statement, CA Certificate (form CA who has audited the Firm/Company).	
6.	The Firm/Company should not be a loss making one and should have operating profit for the last TWO YEARS i.e. FY 2019-20, FY 2020-21	Profit & Loss statement.	
7	The agency/firm should submit Integrity pact Agreement duly filled and signed as per Annexure D	Original agreement should be duly attached.	

The evaluation will also involve inspection of works, buildings/projects under their maintenance upkeep, discussion with the Agency and feedbacks from the clients.

## DOCUMENTS TO BE SUBMITTED BY THE TENDERER:-

- 1. Copy of PAN and GSTIN Certificate of the Firm/Company.
- 2. Copy of PF Registration Certificate of the Firm/Company.
- 3. Copy of ESI Registration Certificate of the Firm/Company.

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

Applicants are advised to furnish complete details/information about their qualifications, past experience and expertise. Complete documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. In this regard, copies of the work order and completion certificate and or such documents shall be Tender documents which do not contain details/documents are liable to be summarily rejected without any reference to the tenderers. As such, tenderers are advised to submit the required documents/information in the first instance itself. Intending tenderers should furnish the details about their tenderer as per the proforma provided in the "Schedule A".

SIGNATURE OF THE TENDERER WITH SEAL

#### PART D - GENERAL CONDITIONS OF CONTRACT

# **DEFINITIONS:**

**BANK** shall mean "Canara Bank" Head Office, or its authorized representatives.

**CONTRACTOR/FIRM/AGENCY/BIDDER/COMPANY** shall mean the successful tenderer to whom the work is awarded.

SITE means "1.Circle Office Building Bengaluru 2.Mysuru-1 RO Building 3.Bengaluru Accounts Section Building 4. LBO Chikkaballapur Building 5.Bengaluru RO West Building 6.RO Tumkur Building 7.Bengaluru RO South Building 8.RO Mandya Building 9.LBO Kolar Building 10.Bengaluru RO North Building" and CONTRACT means this "NIT" (Notice Inviting Tender) and its components.

## 1. SECURITY DEPOSIT

- 1.1.The successful bidder shall submit a Security Deposit for **5** % **value of the contract** within <u>fifteen days</u> from the date of acceptance of the tender for due performance of the Contract.
- 1.2. The Security Deposit shall be by way of Bank Guarantee/Fixed Deposit issued by a Scheduled Bank in India other than Canara Bank.
- 1.3. 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.
- 1.4. The Bank Guarantee will be returned to the bidder after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor.
- 1.5. The Bank shall invoke the Bank Guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The Bank shall notify the bidder in writing before invoking the Bank Guarantee. The proceeds of the Bank Guarantee shall be payable to the Bank.
- 2. The Bank shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Canara Bank under the terms and conditions of this Contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.
- 3. The contractor shall not transfer or sublet the work to any one without the prior written approval of Canara Bank.

- 4. The contractor or his authorized representative shall be in attendance at Canara Bank premises during the working hours for supervising the work. For any negligence in the services rendered 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.
- 5. Whenever under the contract any sum of money is recoverable from, or payable by the contractor, the same shall be paid by the contractor on demand or 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 this contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
- 6. If Canara Bank engages workers to complete any part or whole of the work as per this contract for any period, owing to the failure on the part of the contractor to engage adequate number of workers, in such an event, the contractor has to reimburse to Canara Bank, the extra cost involved on this account.
- 7. 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.
- 8. Without prejudice to any rights or remedies under this agreement, in the unfortunate event of death of the contractor, 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 subsequent to the death of the contractor.

# 9. TERMINATION:

- (a) Canara Bank shall be at liberty to terminate the contract by issuing <u>one</u> <u>month's notice</u> to the contractor without assigning any reason whatsoever. The Bank shall not entertain any claim for compensation by the Contractor for such termination of the Contract.
- (b) As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandonment of the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.
- 10. The contractor shall, while executing the entrusted work under the contract, follow such Act, rules and regulations of the State/Central Government that are in force and that may be framed from time to time. Canara Bank shall not be responsible for any infringement of any or various statutes in force by the contractor.

- 11. The contractor shall obtain at his own cost, necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including cost of stamp paper/stamp duty etc shall be met by the contractor.
- 12. Any additional items of work not covered by the contract shall be at the rate agreed by mutual discussion between the contractor and the Bank.
- 13. STATUTORY DEDUCTION towards INCOME TAX will be made as per the Rules. Income Tax will be deducted from the monthly bills payable to contractor.
- 14. Prevailing Minimum Wages as notified by the Regional Labour Commissioner (CENTRAL) has to be paid to the labourers employed by the Contractor.
- 15. Payment to the labourers shall be paid by 7<sup>th</sup> of every month and confirmed to the Bank.
- 16. The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
- 17. GST charged by the Contract shall be reimbursed after production of receipts.

# 18. **LABOUR:**

- 18.1 The Contractor shall employ suitable labour to ensure and maintain the required quality of cleaning to the satisfaction of the Bank.
- 18.2 The contractor shall, at the periodical intervals as specified by the Bank, furnish a distribution of the number and description of labour employed in carrying out works. The Contractor shall submit on the 4th and 19th of every month duly furnishing the following details for the second half of the preceding month and the first half of the current month: (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.
- 18.3 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.
- 18.4 The minimum age of the labour employed shall not be below 18 years.
- 18.5 The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. the Payment of the Wages Act 1936, Factories Act, Minimum Wages Act 1948, Employment of Children Act 1938, Employers Liability Act 1938, Industrial Disputes Act 1947 and other Acts of Central or States, that may be applicable to

him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by Canara Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen/ servant and any money which may become payable to Canara Bank as aforesaid shall be deemed to be deducted by Canara Bank or may be recovered by the management of Canara Bank from the contractor in the other manner.

- 18.6 The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the Employees Provident Fund schemes and Employees State Insurance Act 1948 and show the proof of payment of subscriptions/contributions to the concerned authorities. 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.
- 18.7 As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- 18.8 As regards the Employees Provident Fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
- 18.9 The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and the Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- 18.10 The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories. The contractor shall 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.

- 18.11 The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- 19. <u>SAFETY CODE</u> RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT
- 19.1 Before commencing the work, contractor shall submit a SAFETY PLAN to the authorized official of Canara Bank. The 'SAFETY PLAN' shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all the requirements as specified hereunder. The contractor shall submit the Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract, Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara Bank decision in this respect.
- 19.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per the directions of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to the property and environment.
- 19.3 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 confirming to IS-2925:1984

Safety Shoes conforming to IS-1989:1978.

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

Hand and body protection devices conforming to:

IS-2573:1975 IS-6994:1973 IS-8807:1978 IS-8519:1977

- 19.4 Where it becomes necessary to provide and/or store petroleum products, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- 19.5 All electrical equipments, connection and wiring for equipments, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. All electrical appliances including portable electric tool/equipment used by the contractor shall have the safe plugging system to the source of power and be provided with appropriate earthing.
- 19.6 The contractor shall be held responsible for any violation of statutory regulations local, state or central and Canara Bank instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to the life and

- property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.
- 19.7 <u>INDEMNITY BOND</u>: Contractor shall sign an Indemnity Bond in the approved format as per ANNEXURE A before starting the work for indemnifying the Bank aginst any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work and for violating rules and regulations for which the contractor shall be solely responsible.
- 19.8 In case of any damage to property by the contractor, Canara Bank shall have the right to recover the cost of such damages from out of the payments due to the contractor and decision of the Bank shall be binding on the Contractor.
- 19.9 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, Canara Bank shall recover the cost of such delay from the payments due to the contractor, after notifying suitably and giving him an opportunity to present his case.
- 19.10 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.
- 19.11 If the contractor fails to improve the standards of safety in his 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.
- 19.12 The contractor shall submit report of all the accidents, property damage, dangerous occurrences 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 measures from time to time as prescribed.
- 19.13 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.

# 20. ARBITRATION

20.1 All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the

construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to Canara Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

- 20.2 For the purpose of appointing the sole Arbitrator referred to above, Canara Bank will, within thirty days of receipt of the notice, send to the contractor a panel of three persons who shall be presently unconnected with the organization for which the work is executed.
- 20.3 The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to Canara Bank within thirty days of receipt of the names. Canara Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority of Canara Bank shall make the selection and appoint the selected person as the Sole Arbitrator.
- 20.4 If Canara Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to Canara Bank a panel of three persons who shall all be unconnected with either party. Canara Bank shall on receipt of the names as aforesaid, select anyone of the persons name and appoint him as the Sole Arbitrator. If Canara Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.
- 20.5 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The <u>venue</u> of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 20.6 The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.
- 20.7 The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the <u>Arbitration and Conciliation Act</u>,

- <u>1996</u> or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 21. The details of the building shall be as per Part E.
- 22. The Scope of work shall be as per Part F.
- 23. <u>PAYMENT TERMS:</u> The payments shall be on monthly basis in the format prescribed by Bank, subject to production of the Attendance Register, Proof of payment of wages, ESI, PF and filing returns to Statutory Authorities.
- 24. The successful tenderer shall enter into agreement with the Bank in the format as per ANNEXURE B within fifteen days from the date of acceptance of the tender.
- 25. The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.
- Note: Freak rate means the rates quoted for labour charges should not be less than the minimum wages recommended in the latest circular of Central Government. (Please refer latest circular under Ministry of labour and employment)
- 26. <u>FORFEITURE OF EMD:</u> 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;

#### 27. PRE-BID MEETING

- a. 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, as specified in the RFP:
- b. No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderer shall be present during the scheduled time.
- c. The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the pre-bid meeting if possible, or in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in

response to the queries raised by the tenderers, 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. Non-reply to the queries raised by any of the tenderers shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the tenderers as reflected in the query has been accepted by the Bank.

SIGNATURE OF THE TENDERER WITH THE SEAL

# PART E - DETAILS OF THE BUILDING

<ol> <li>CIRCLE OFFICE BUILDING BENGALURU     Address: Spencer's Towers, #86, M G Road -     Bengaluru- 560001</li> </ol>		
SI no	Details of floor	Area( in sq ft)
1	Basement	12196
2	Ground Floor	8672
3	Mezzanine floor	2117
4	First floor	17527
5	Second floor	17527
6	Third Floor	19197
Total		77236
	Outside area	6000
	Grand Total	83236(Approx)

Add	<ol> <li>MYSURU-1 REGIONAL OFFICE BUILDING Address: #26/A, Guest House Road, Nazarbad, Ittigegud PO, Mysuru -570010</li> </ol>		
SI no	Details of floor	Area( in sq ft)	
1	Ground Floor (Outside Area)	8821	
2	First floor	6525	
3	Second floor	6525	
4	Third Floor	6000	
5	Terrace	3000	
6	TOILETS - 7	300	
	TOTAL AREA	31171 (Approx)	

3. BENGALURU ACCOUNTS SECTION BUILDING Address: KRISHI BHAVAN NEAR POLICE CORNER, NRUPATHUNGA ROAD, BENGALURU -560002		
SI no	Details of floor	Area( in sq ft)
1	Ground Floor	8740
2	TOILETS - 2	500
3	Outside Area	400
	TOTAL AREA	9640 (Approx)

4. LBO CHIKKABALLAPUR BUILDING Address: KSRTC Garage Road, Vapasandra, Chikkaballapur 562101		
SI no Details of floor Area( in sq ft)		
1	Ground Floor	686
2	TOILETS - 1	36
TOTAL AREA 722 (Approx)		

5. BENGALURU RO WEST BUILDING Address: I Floor, Anand Bhavan, Nettakallappa Circle, Market Road, Basavanagudi, Bengaluru -560004		
SI no	Details of floor	Area( in sq ft)
1	First Floor	3900
2	TOILETS - 5	260
3	Other Area	255
	TOTAL AREA	4415 (Approx)

6. RO TUMKUR BUILDING Address: Maruthi Towers, III Floor, Near SIT Main Gate, BH Road, Ward No.27, Gangothrinagara, Kuvempunagara PO, TUMKUR -572103		
SI no Details of floor Area( in sq ft)		
1	Third Floor	4500
2	TOILETS - 5	220
3	Other Area	200
	TOTAL AREA	4920 (Approx)

7. BENGALURU RO SOUTH BUILDING Address: #26, South End Road, Basavanagudi PO, Bengaluru -560004		
SI no	Details of floor	Area( in sq ft)
1	First Floor	3765
2	TOILETS - 3	135
3	Other Area	3950
	TOTAL AREA	7850 (Approx)

8. RO MANDYA BUILDING Address: #1124, M C Road, MANDYA -571401		
SI no	Details of floor	Area( in sq ft)
1	First Floor	3929
2	TOILETS - 4	
3	Other Area	200
	TOTAL AREA	4129 (Approx)

9. LBO KOLAR BUILDING Address: II Floor, II Cross, New Extension, Near Doom Light Circle, KOLAR - 563101									
SI no	Details of floor Area( in sq ft)								
1	Second Floor	1039							
2	TOILETS - 2	60							
3	Other Area	100							
	TOTAL AREA	1199 (Approx)							

	10. BENGALURU RO NORTH BUILDING Address: KRISHI BHAVAN NEAR POLICE CORNER, NRUPATHUNGA ROAD, BENGALURU -560002								
SI no	Details of floor Area( in sq ft)								
1	Ground Floor	3694							
2	TOILETS - 3	180							
3	Other Area 100								
	TOTAL AREA	3974 (Approx)							

Above area is only approximate and actual area may vary slightly. Also site includes toilets both ladies and gents DG set rooms, lifts, Electrical panel rooms, sump tanks for domestic arrangement, pump room to facilitate pumping of water from the sump to the overhead tanks and staircase, car and scooter parking lots, pathways, garbage dumping area etc.,

The Tenderer shall visit the site and satisfy themselves about site conditions before quoting.

SIGNATURE OF THE TENDERER WITH SEAL

# PART F - SCOPE OF WORK

- 1. The Administrative office works regularly for six days in a week except on Sundays, public holidays and on 2<sup>nd,</sup> & 4<sup>th</sup> Saturdays. The housekeeping works will have to be taken up on all the days. Sundays/other holidays can be used for extensive cleaning works. The contractor to engage in housekeeping services during 6.00 am in the morning to 8.00pm. The entire internal and external premises shall be cleaned and kept spic and span before 08.30 am every day.
- 2. All the cleaning materials and consumables required for providing the above service have 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.
- 3. 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.
- 4. As and when unforeseen/miscellaneous work arises, the contractor will have to carry out such work with his existing workers.
- 5. The contractor or his authorized representative should be available at the work site to effectively supervise and control his workers and take down instructions for compliance from the Officer-in-charge of the Bank. The supervisors should be provided with mobile phones for communication.
- 6. For working in the bank premises, the workmen and supervisory staff of the contractor shall obtain entry pass issued by the Bank. All the staff of contractor may be required to undergo security check as per the rules and regulations of the Bank from time to time.

## 7. METHOD OF CLEANING:

- A. Sweeping in all the floors should be done manually/mechanically
- B. Cleaning of carpets/mats should be done mechanically
- C. Chairs/Sofa or fabric upholsteries should be cleaned manually / mechanically
- D. Tables, Storage units, fans, etc., should be cleaned manually on regular intervals
- E. Light fittings should be cleaned manually/mechanically on regular intervals
- 8. All the laborers (male and female) should be provided with distinguishable uniform, maintain personal hygiene, neatly groomed and 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 6.00 am to 8.00 pm
- 2) Housekeepers 6.00 am to 8.00 pm
- 9. The maintenance and upkeep of Electrical system, equipments, DG Sets, Gardening are not covered under this agreement.
- 10. The following chores are to be taken up daily, by employing experienced personnel whose outlook should be smart and who should remain courteous at all times. The various services required are as follows:
- 1. Internal Housekeeping services: The daily chores to be carried out are as follows:
  - 1.1. The floors shall be swept and wet mopped and kept ready by 8.30 am and to be then followed by regular cleaning and mopping so as to continue to maintain neat and clean condition throughout the day.
  - 1.2. The workstations, tables, chairs, almirahs, storage units and all other furniture shall be cleaned and kept ready by 8.30 am.
  - 1.3. The dustbins shall be cleared daily once in the morning and once in the evening.
  - 1.4. The doormats shall be cleaned off dust, mud and grime as required.
  - 1.5. Atrium, fire and general staircases shall be cleaned daily by 8.30 am.
  - 1.6. Glass partitions/doors at all floor to be cleaned neatly daily.
  - 1.7. Cleaning of name plates of section, executives, and floor name plates daily.

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

- 2. Internal Housekeeping services: The weekly chores to be carried out are as follows:
  - 2.1. The ceiling, false ceiling, coving, wall panel, wall surfaces, cornices etc., shall be cleaned for removal of dust, dirt, cobwebs, etc., manually and/or by using necessary equipment.
  - 2.2. The vertical blinds shall be cleaned for removal of dust / dirt.

- 2.3. Thorough cleaning of ceiling fans, wall mounted fans, light fixtures, AC indoor units and such other equipments kept in the office area.
- 2.4. The glazing of the doors, partitions, internal glazings, windows, partitions, etc., shall be cleaned with glass cleaning liquid. Etc.,
- 2.5. The door and window frames, panels shall be wiped with a dry mop.
- 2.6. Thorough cleaning of top surfaces of canopies, open terrace areas at all levels / heights and keeping the water outlets free from choking / blockage, etc.,
- 2.7. Carpets shall be vacuum cleaned.
- 2.8. Dusting and cleaning of all stair case railing.

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

- 3.1 Daily sweeping of the paved areas / hard areas by manual sweeping.
- 3.2Daily sweeping and wet mopping of internal areas of utilities buildings, dispensary, security blocks, etc.,
- 3.3Cleaning of dried leaves and dust particles at the main entrance gates every hour.
- 3.4Cleaning of terrace area should be done weekly once.

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

- 4.1 Cleaning of all toilets, wiping of WC seats, flush fittings, floors, dadoing etc., by 8.30am.
- 4.2 Cleaning of all sinks and counter tops, partitions, urinary stalls, wash room mirrors, etc., and restocking of washroom supplies like toilet paper, tissues, soaps, etc., to be done by 8.30 am.
- 4.3 Removal of garbage / trash and replacement of waste basket underliners daily by 8.30 am.

- 4.4 Scrubbing of toilet and cleaning with Acid at all floors weekly.
- 4.5 Providing and placing of toilet refreshers.
- 4.6 Providing and spraying of room fresheners.
- 4.7 Maintaining the toilets stink-free throughout

## 5 Rodent and pest control:

- 5.1. All the buildings as well as outside areas within the compound wall shall always be kept free of rodents and pests like cockroaches, mosquitoes, ants, termite, etc., The scope of work also includes disallowing of animals & birds into the compound wall. All should be carried out Weekly once and as and when required. A register for complaints also indicating preventive action taken shall be maintained and shall be got signed by the Officer-in-charge on weekly basis. Chemicals, items used if any for rodent and pest control shall be got approved from officer-in-charge.
- 5.2. Tools for rodent and pest control should be procured by the housekeeping agency; Bank will not be providing any tools.
- 1. Housekeeping services in Conference rooms and Executive lunch room.
- 6.1 There are conference rooms. The interiors and all its accessories such as telephone instruments, light fittings, projectors, TV screens, etc., are to be cleaned thoroughly on daily basis. Whenever meetings are scheduled, , before and after such meetings, thorough cleaning is to be done and arrangement for drinking water, clearing the left out eatables, etc., needs to be undertaken by the agency.
- 6.2 Good quality perfumes are to be sprayed twice a day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.

SIGNATURE OF THE TENDERER WITH SEAL

# <u>Schedule - A</u> Details about the tenderer to be furnished by the tenderers

Intending tenderers should furnish details as per the following Pro-forma:

1	Name of the Ve	ndor	
	Address		
	Telephone No.	Office	
		Residence	
		Mobile	
		Fax	
		<i>E-</i> Mail	
2	,	n of the Tenderer -	
		etary/partnership/ Pvt.	
	Ltd.,/Public Ltd		
		ne Proprietor, Partners,	1.
	Directors\		2.
			3.
			4.
			5.
	c) Year of esta	ablishment	
3	Registration	with Registrar of	
	Companies (No.	,	
4		th Tax Authorities	
	a) Income-tax N		
	(furnish copies	of Income Tax Returns)	
5	Sales Tax & Con	nmercial Tax :	
	KST No.:		
	CST No.:		
		pies of the latest	
	returns filed)		

6. Names of the Bankers with address : (enclose solvency certificate addressed to Assistant General Manager, Canara Bank, Circle Office, Bengaluru, from the bankers to the extent of Rs. 25 lakhs and mentioning the RFP / Tender Reference)

I)

II)

7. Turnover of the Company/tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.

Sl. No.	Year	Turnover
1	2020-21	
2	2019-20	
3	2018-19	

8. Registration with Government/Public Sectors/Banks

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

9. Name & relation, if any, with the staff : Member of CANARA BANK

10. Details of similar work executed during the last 5 years as on 28.02.2022 (to satisfy point No. 2 of the eligibility criteria)

satisfy point No. 2 of the etigiotity effectia)								,,
Sl.	Name	Work	Nature	Location	Actual	Stipu	Actu	If work left
No.	of	executed	of	on of	Value	lated	Al	incompleted
	work	for	work	the	of the	time	Time	or
		(name of	(in	work	works	for	for	terminated
		the organi	brief)			comp	comp	(furnish
		sation				letion	letion	reasons)
		with						
		address,						
		concerned						
		office and						
		telephone						
		number)						

**Note:** Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed.

11. Key personnel permanently employed for service engineers in your organization:

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

12. Furnish the names of three responsible persons with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

#### 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/annexure.
- 3. I/we agree that the decision of CANARA BANK in selection of VENDORS will be final and binding to me/us.
- 4. I/we have read the instructions appended to the pro-forma and I/we understand that if any false information is detected at a later date the prequalification shall be cancelled at the discretion of the bank.

Place: SIGNATURE OF THE TENDERER

Date: NAME & DESIGNATION SEAL OF ORGANISATION

# ANNEXURE - A INDEMNITY BOND FORMAT

INDEMNITY BOND FORMAT
THIS DEED OF INDEMNITY BOND executed at Bengaluru 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, Bengaluru - 560002.
Whereas Canara Bank has invited sealed tenders on lumpsum rate basis from prequalified Contractors for housekeeping and general cleaning works at 1.Circle Office Building Bengaluru 2.Mysuru-1 RO Building 3.Bengaluru Accounts Section Building 4. LBO Chikkaballapur Building 5.Bengaluru RO West Building 6.RO Tumkur Building 7.Bengaluru RO South Building 8.RO Mandya Building 9.LBO Kolar Building 10.Bengaluru RO North Building
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 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, 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

# <u>ANNEXURE - B</u> <u>CONTRACT AGREEMENT FORMAT</u>

This agreement made on this Thousand and Twenty Two (_constituted under the Ban Undertakings) Act, 1970, havi 002, represented by its duly cothe ONE PART:	<b>2022)</b> BE Iking & Com Ing its Head Of	TWEEN, <b>Can</b> panies (Acq fice, at 112	<b>ara Bank</b> a l uisition and , J C Road, l	oody corporate   Transfer of Bengaluru- 560
	AND			
M/s d, aged	_years, S/o and	Sri having	their	residing at office at
the other part.		_ ( <u>incremaree</u>	r catted the	<u>contractor</u> ) or
WHEREAS THE Bank is desi accepted the tender opened o contractor has agreed to perfo set forth in the said docume	on202 orm as set out	22 submitted t and subject	by the co to the term	ntractor & the
NOW THIS AGREEMENT WITNES	SETH as follows	s:		
1. In this agreement words a respectively assigned to them	•			•
2. The following documents no form and be read and construe		•		be deemed to
a) Notice inviting Tender				
b) The Tender Document com tenderers, Eligibility Criter building, Scope of Works, Sc	ria, General Co	nditions of t	he Contract,	details of the
c) Corrigendum to tender docu	ment if any.			
d) Letter from contractor dt. discussions held on		in response	to the negot	iation meeting
e) Letter of Acceptance issu	ed to contrac	tor by Bank	- letter No	DT
f) Letters from and to the Cont letter.	tractor, if any,	leading to ar	d prior to ac	ceptance
In witness whereof, the parties the day and year first above w		e set their res	spective hand	ls and seals
For & on behalf of the Contractor with seal			For & on be Canara Bank	

## **ANNEXURE - C**

# **ITEMS TO BE PROVIDED AT CABINS/TOILETS**

1. Items provided to cabins/executive toilets Liquid Soap: Godrej / Palmolive / Dettol / Lifebuoy

Soap: Lux/Rexona/Cinthol Tissue paper: Premier/Origami Toilet Roll: Premier/Origami

Bucket & Mugs: Family plastics/Prince ware/Joyo/Cello

Room spray: Airwick/Odonil

Room freshner cakes: Harpic/Odonil

# 2. Items provided to general toilets:

Naphthaline Balls: Any reputed make Toilet deodorant cakes: Harpic/Odonil Soap oil for Hand wash: Godrej/ Palmolive Phenol: Harpic/ Domex/Lizol/Mr Clean Perfume with phenyl: Harpic/ Lizol

Bucket and Mugs: Family plastics/Prince ware/Joyo/Cello

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

SIGNATURE OF THE TENDERER WITH SEAL

# ANNEXURE D

# 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 20 , 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/srepresented by ShriChief Executive
Officer/Authorised Signatory (hereinafter called the "The Bidder/ Seller/
<b>Contractor/ Service Provider</b> ", 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

# 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.

contract for compliance with the principles mentioned above.

- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and provide to all Bidder(s) during the tender process, 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 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 32authorization 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 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 -

- 4. 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.
- 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 the BIDDER/ SELLER/ CONTRACTOR/ SERVICE other contracts with PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from 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-corruptionapproach 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

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 of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of conflict of interest any arising 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 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 this agreement, he/she will SO inform the Management of the Principal and request the Management to discontinue take corrective action, or to take other relevant action. The monitor can 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 usiness 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
	juriso	diction is the	Re	gistered (	Offic	e of the	Princi	pal, 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.
- 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)
(Contractor)

(Office Seal)

(Office Seal)

(Office Seal)

Vitness 1:
(Name & Address)

Witness 2: (Name & Address)

# **CHECKLIST FOR ENCLOSURES**

(Tenderer should fill up YES or NO without fail)

Sno	Bid Enclosures	Yes or No
1.	Whether the Tender is submitted in Two covers Technical Bid and Price Bid separately?	
2.	Whether Technical Bid (Envelope- A) contains the following	
	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
	All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted	
5.	be submitted along with Technical Bid	
6.	In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted	
	Duly filled up Technical Bid shall be signed by the authority, stamped and submitted	
8.	Duly filled up Price Bid format shall be signed by the authority, stamped and submitted	
9.	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
11	b) Tenderer's Certificate of Incorporation, License or Registration shall be submitted	
12	c) Balance Sheet and Profit & Loss accounts for the past three year shall be submitted.	
13	d) Clientele list of the Nationalized Bank's/ Government Organization already engaged shall be submitted	
14	Whether Price Bid (Envelope-B) contains the following	
15	Duly filled up Price Bid with signature and stamp in all headings shall be submitted	
16	Whether corrections or overwriting if any is attested?	
17	Whether all pages in the tender document is duly signed by the Authorised Person?	
18	Whether integrity pact original enclosed.	

Checklist should be enclosed in technical bid

SIGNATURE OF THE TENDERER WITH SEAL

## TENDER OFFER

I/We have read and examined the Notice Inviting Tender, eligibility criteria, proforma filled in by the successful Tenderer, Schedules, Specifications Applicable, Scope of works, General Rules and Instructions, General Conditions of Contract, 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 selection of Contractor for rendering Housekeeping services specified for the Employer within the time specified, at the rates specified in the attached Price Bid and in accordance in all respects with the specifications, terms and conditions 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.

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 deposit absolutely otherwise the said earnest money deposit 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 agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Signature of Tenderer Name & address: Full Postal Address including Pin Code No. & Telephone No.

Dated the:day of	2022
Witness,	

1).

2).

# **CERTIFICATE OF CONFORMITY**

Date:
To, The Assistant General Manager Canara Bank, Premises & Estate Section, Circle Office, Bengaluru
CERTIFICATE
This is to certify that, the services for rendering Housekeeping services at Canara Bank 1.Circle Office Building Bengaluru 2.Mysuru-1 RO Building 3.Bengaluru Accounts Section Building 4. LBO Chikkaballapur Building 5.Bengaluru RO West Building 6.RO Tumkur Building 7.Bengaluru RO South Building 8.RO Mandya Building 9.LBO Kolar Building 10.Bengaluru RO North Building Office which we shall provide, if we are awarded with the work, are in conformity with the Scope of Work in the Tender document. We also certify that the price we have quoted is inclusive of all the cost factors involved in the execution of the contract, to meet the desired standards set out in the Conditions of the contract.
Signature:
Name:
Designation:
Seal:

# **SELF DECLARATION**

Ref:	Date:
To, The Assistant General Manager Canara Bank, Premises & Estate Section Circle Office, Bengaluru	
In response to the tender No	I/We hereby declare that our Agency not declared ineligible for corrupt & a particular period of time. We have not in the past. We also undertake that no nected with or directly involved in the
Signature: Name: Designation: Seal:	



# (TO BE SUBMITTED IN A SEPARATE SEALED COVER) NAME OF WORK

HOUSEKEEPING AND GENERAL CLEANING WORKS AT CIRCLE OFFICE BUILDING & OTHER OFFICES AS DETAILED IN THE TENDER FOR THREE YEARS PERIOD.

#### Description of work

To provide housekeeping services for Canara Bank, 1. CIRCLE OFFICE BUILDING BENGALURU 2. MYSURU-1 REGIONAL OFFICE BUILDING 3.BENGALURU ACCOUNTS SECTION BUILDING 4. LBO CHIKKABALLAPUR BUILDING 5.BENGALURU RO WEST BUILDING 6.RO TUMKUR BUILDING 7.BENGALURU RO SOUTH BUILDING 8.RO MANDYA BUILDING 9.LBO KOLAR BUILDING 10.BENGALURU RO NORTH BUILDING, which is more fully described under <a href="Details of the building and scope of works">Details of the building and scope of works</a>, with required men and material and with proper supervisory staff etc., and as per the General Rules and Instructions and General conditions of the tender.

Note: Prevailing Minimum Wages as notified by the Regional Labour Commissioner (CENTRAL) has to be paid to the labourers employed by the Contractor.

## The rates quoted should be on Lump-sum basis Excluding GST

DESCRIPTION		AMOUNT				
	RATE PER MONTH (Rs.)			AMOUNT PER YEAR (Rs.)		
	Personal / Labour Cost	Material Cost	Total Cost	Personal / Labour Cost	Material Cost	Total Cost
Monthly rate for First year (A)						
Monthly rate for Second year (B)						
Monthly rate for Third year (C)						
GRAND TOTAL	Total amount (A+B+C)		Tot	tal amount (A	+B+C)	

Total amount per Month in words: Rupees only)	
Total amount per Year in words: Rupees only)	

# SIGNATURE OF CONTRACTOR WITH SEAL

## Note:-

- 1. The tenderer shall quote the rates exclusive of all taxes and inclusive of all expenses/cess/taxes other than GST of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the cleaning materials and no claim for enhancement of quoted rates on any account shall be considered.
- 2. Prevailing Minimum Wages as notified by the Regional Labour Commissioner (Central) has to be paid to the labourers employed by the Contractor. The amount per labor per year should be guided by the minimum wages (Basic+DA) specified by the central government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance.
- 3. The price quoted by the Tenderer will be applicable for 3 years however the contract agreement will be renewed on yearly basis based on the satisfactory performance. The lowest tenderer will be arrived after combining the rate quoted for two years.

Place: Bengaluru

Date:

SIGNATURE OF CONTRACTOR WITH SEAL