



MAINTENANCE CELL
PREMISES AND ESTATE SECTION,
G A WING, HEAD OFFICE,
NO. 112, J C ROAD,
BENGALURU-560002

TENDER DOCUMENT FOR HOUSEKEEPING & GENERAL CLEANING WORKS

IMPORTANT

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



MAINTENANCE CELL, P & E SECTION,
GENERAL ADMINISTRATION WING,
NO. 112, J C ROAD, BENGALURU-560002
Tel: Direct:080-22239079, Epabx : 22221581 Extn. 314
E – Mail ID : homaintenance@canarabank.com

PART – I
TECHNICAL AND COMMERCIAL BID

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| NOTICE INVITING TENDER (NIT) | DATE OF TENDER: 09.10.2020 |
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Sealed tenders in two bid system are invited from competent and eligible firms having sound Technical and Financial capacity for HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK, HEAD OFFICE BUILDING, No. 112, J C ROAD, BENGALURU-560 002 for three years period. Tender Documents may be downloaded from our Bank Website www.canarabank.com.

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| Earnest Money | : | <u>Rs. 125000/- (Rupees One lakh twenty five thousand only)</u> by crossed demand draft payable at BENGALURU in favour of 'CANARA BANK, HEAD OFFICE, BENGALURU'. |
| Pre-bid Meeting date & Time | : | 1. Pre-bid meeting will be held on 17/10/2020 , at 03.00 pm <u>Venue:</u> Canara Bank, Head Office Auditorium, #112 J C Road ,Bangalore-02 2. Pre bid queries should be submitted as per Schedule-A. 3. Pre-bid queries shall be sent to E-mail homaintenance@canarabank.com Must reach us on or before 15/10/2020. Subject of the email should be given as "Pre Bid Queries ". <u>Queries reaching afterwards will not be entertained</u> |
| Last date & time of submission of tender | : | On or before 03.00 PM, <u>22.10.2020</u> as per instructions in the tender documents |
| Place of Submission and opening of Bids | : | Canara Bank, Maintenance Cell, G A Wing, Head Office, No. 112, J C Road, Bengaluru. |
| Time and date of opening of Technical bid | : | <u>03.00PM on 23.10.2020</u> |

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| Components of Tender | : | Part A – NIT Part B – General Rules & Instructions to tenderer Part C – Eligibility criteria for shortlisting Part D – General Conditions of Contract Part E – Details of the Building and requirements Part F – Scope of works Schedule A, Annexure A, B & C, Technical Questionnaire, Part G – Unpriced format of price bid Part G – Price bid |
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Note:

1. PART-I : TECHNICAL BID- To be submitted in a separate sealed cover along with EMD.
2. PART-II: PRICE BID- To be submitted in a separate sealed cover.
3. And Part-I and Part-II sealed covers to be put in outer envelope and super scribing the name of work and name and address of the tenderer.
4. The Tenderer shall submit the duly filled in Tender document after affixing signature on all the pages.
5. 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.

SENIOR MANAGER

PART B – GENERAL RULES AND INSTRUCTIONS TO THE TENDERER

1. Sealed Tenders for the works as per the Scope of Works detailed in PART-F are hereby invited from eligible Contractors as per the eligibility criteria of this tender (PART-C).
2. Tenders should be addressed to the Senior Manager, Maintenance Cell, G A Wing, Head Office, No. 112, J C Road, BENGALURU to be submitted in a sealed cover along with EMD and super scribing the name of work and name and address of the Tenderer.
3. The sealed tenders will be received by the Senior Manager, Maintenance Cell, G A Wing, Head Office, No. 112, J C Road, BENGALURU on or before the last date and time of submission specified in Notice Inviting Tender(NIT).
4. The tenders will be opened at Canara Bank, Maintenance Cell, G A Wing, Head Office, No. 112, J C Road, BENGALURU-560 002 on 23.10.2020 at 3.00pm.
5. The local address of the Contractors, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), mobile number and email ID.
6. All the information to be mentioned in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
7. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document before submitting tender.
8. The rate should be quoted in figures as well as in words in Indian Currency only.
9. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.
10. **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.**
11. The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipments deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Goods & Services Tax(GST), excise duty, PF, ESI etc. The rates shall be quoted on the format as per Part-II.
12. The tenderer shall note that any claim, for enhancement of rates on the ground that cost of materials, labour has increased, existing statutory levies have been increased, after tender, or in any other ground, will not be entertained at any cost.

13. The rate quoted in the tender shall remain valid for a period of "THREE MONTHS" from the date of opening 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.
14. **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.
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. 1,25,000/-** Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalised bank or from a scheduled bank drawn in favour of Canara Bank, Head Office, BENGALURU.
18. 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.
19. If any of the labour employed by the contractor is found to be under performing or any misbehaviour is found/reported while on duty, Bank reserves the right to ask for a suitable substitute.
20. No alternations 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.
21. 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.
22. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.

23. All the parts of this tender documents i.e., Tender Notice, Eligibility Criteria, General Rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures, technical specifications shall form a part of the contract document.
24. The EMD of unsuccessful tenderers shall be returned within 15 days after award of work.
25. The EMD of successful tenderers shall be returned within 15 days after submission of Performance Guarantee.
26. The billing will be done once in a month. The payment will be made to the contractor after deducting applicable TDS as per Income Tax Act 1961.
27. If the contractor fails to make arrangements for upkeep, on premature termination by the contractor, Bank at its discretion may avail the services of third party at the entire cost and risk of the contractor.
28. The service provider should open an account with Canara Bank and arrange to open Bank account for the housekeeping and general cleaning personnel deployed by them at Canara Bank No. 112, J C Road, Head Office, Bengaluru. Payment of wages to the housekeeping and general cleaning work personnel will be made by the service provider from their account with Canara Bank to the housekeeping and general cleaning personnel deployed by them.
29. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws/statutory provisions and or Rules/Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P F contributions, if required, with authorities concerned. The Contractor must maintain the following register:-
 - a. Attendance Register on form XVI(16)
 - b. Wages Register on form XVII(17)
 - c. Leave Register
 - d. Overtime Register on form XXIII
 - e. Register of fines on form XXI(21)
 - f. Register of advances on form XXII(22)
 - g. Register of persons engaged in Form XIII

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

COMPETENT AUTHORITY
CANARA BANK,
MAINTENANCE CELL,
G A WING, HEAD OFFICE.

PART C – ELIGIBILITY CRITERIA FOR SHORTLISTING

1. Minimum 3 years of experience as on 31.03.2020 in offering complete building upkeep and housekeeping to reputed organisations/MNCs, banks, Institutions, Commercial establishments on annual contract basis.
2. The Agency should have atleast one contract for similar work (refer scope of works) at Bengaluru for a multi-storied building with a built-up area of minimum of 1, 50,000 sqft in last 3 years.
3. The average annual turnover of the Agency should be atleast Rs. 75 lacs in the last three accounting years ending 31.03.2020. Proof of which shall be submitted by way of IT returns, Audited Balance Sheet or Auditor's Certificate.
4. The agency should have valid GST registration number, PAN number, PF Registration number, ESI Registration number.
5. Applicant should have an established office with required manpower at BENGALURU.
6. The agency/firm should submit Integrity Pact Agreement duly filled and signed as per Annexure-C.

The evaluation will also involve inspection of works, buildings/projects under their maintenance upkeep, discussion with the Agency and feedbacks 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 & completion certificate** and/or such documents shall be submitted. **Tender documents which do not contain the above details/documents are liable to be 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 as per the proforma provided in the **“Schedule A”**.

SIGNATURE OF THE TENDRER WITH SEAL

PART D – GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

BANK shall means “Canara Bank” Head Office, or its authorised representatives.

CONTRACTOR shall means the successful tenderer to whom the work is awarded.

SITE means “**CANARA BANK, HEAD OFFICE BUILDING, No. 112, J C ROAD, BENGALURU-560 002.**”

CONTRACT means this “NIT” (Notice Inviting Tender) and its components.

1. SECURITY DEPOSIT:

1.1. The successful bidder should submit a Security Deposit for 10% value of the contract within **fifteen days** from the date of acceptance of the tender for due performance of the Contract.

1.2. The Security Deposit shall be by way of Performance Bank Guarantee/DD Issued by a Scheduled Bank in India other than Canara Bank.

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

1.4. The performance bank guarantee will be returned to the bidder within 15 days after completion of Contract period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor.

1.5. The Bank shall invoke the Performance Bank Guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his/her obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank Guarantee shall be payable to the Bank.

2. Canara Bank shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Canara Bank under the terms and conditions of this Contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.
3. The contractor shall not transfer or sublet the work to anyone without the prior written approval of Canara Bank.

4. The contractor or his 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.
5. 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.
6. 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.
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 authorised 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 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.

9. TERMINATION:

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

10. The contractor shall follow such Act, rules and regulations of the State/Central Government that are in force and that may be framed from time to time for completion of work, Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.
11. 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 on stamp paper will also be met by the contractor.
12. 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.
13. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.
14. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Central) has to be paid to the labourers employed by Contractor.
15. Payment to the labourers shall be paid on 7th 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. Goods & Services Tax (GST) charged by the Contract shall be reimbursed after production of receipts.

18. LABOUR:

18.1 The Contractor shall employ suitable labour to maintain the required quality of Cleaning to the satisfaction of the Bank.

18.2 The contractor shall furnish to the Bank at the intervals specified by the Bank, a Distribution of the number and description of labour employed in carrying out Works. The contractor shall submit on the 4th and 19th of every month to the Bank a statement showing in respect of the second half of the preceding month and the first half of the current month (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

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

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 at periodical intervals. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.

18.7 As regards Employees State Insurance Act, the contractor shall submit copies of the challans of contribution remittance (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.

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

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

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 authorised Canara Bank officials:-

Safety Helmets conforming to IS-2925:1984
Safety Shoes conforming to IS-1989:1978
Eye and Face protection devices conforming to IS-8520:1977
and IS-8940:1978
Hand and body protection devices conforming to:
IS-2573:1975
IS-6994:1973
IS-8519:1977
IS-8807:1978

Besides, **Mask and hand gloves to check the COVID-19 spread**

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 appropriately earthed.

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 **INDEMNITY BOND**: Contractor shall sign an Indemnity Bond in the name approved format as per ANNEXURE A before starting the work for indemnifying the Bank against 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 furniture's, 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 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 authorised 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 and dangerous occurrences to the authorised 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 authorised 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 organisation 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 willing to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be

withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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 Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

21. The details of the building shall be as per Part – E.

22. The Scope of work shall be as per part – F

23. **PAYMENT TERMS**: 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. **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;

26. **INTEGRITY PACT**:

Integrity Pact format is enclosed as Annexure – C, the same to be duly filled and submitted along with offer. Name & E-Mail address of Independent External Monitor (IEM) of the Canara Bank is given as under.

SIGNATURE OF THE TENDERER WITH THE SEAL

PART E – DETAILS OF THE BUILDING AND REQUIREMENTS

1. The Head Office building of Canara Bank has a total land area of 69,052 Sq. Ft. and has various building blocks covering 42.2% of ground area. The Office building complex has **total built-up area of 1,30,410 Sqft.** Spread in various blocks which is as below and external area of 34760 Sqft.

| | | |
|-----|---|-------------|
| 1.1 | Main Building block (Basement + ground mezzanine+5 upper floors | 78,606 Sqft |
| 1.2 | Rear auditorium Wing – Ground + Mezzanine+ Upper floors | 30,000 Sqft |
| 1.3 | Annexe Building (HML Block) – Ground + 3 Floor | 10,869 Sqft |
| 1.4 | Canteen Block – Ground + floors | 10,935 Sqft |

2. The premises consists of 2 Nos DG sets, electrical substation, sump tanks for domestic & firefighting arrangement, pump room to facilitate pumping of water from the sump to the overhead tanks as well as pumps panel room, sump tanks for domestic arrangement, pump room to facilitate pumping of water from the sump to the overhead tanks and staircases. The site also consists of car and scooter parking lots, pathways, garbage dumping area etc.,

All the above buildings, amenities and services need day to day maintenance except electrical system which has separate maintenance contract agency to maintain DG sets, electrical substation, electrical circuits, UPS systems, etc.,

3. The Head Office works regularly for six days in a week and on Sundays/public holidays by limited officials. However, the housekeeping works will have to be taken up for all the days. Sundays can be used for extensive cleaning works. The contractor to engage in housekeeping services during 6.00 am in the morning to 10.00 pm. After office hours (i.e., 5pm on all week days) there shall be minimum of 10 Nos sweepers/cleaners and 2 supervisors upto 10.00 pm to take care of the cleaning works. The entire internal and external premises shall be spic and span before 08.30 am every day.
4. All the cleaning materials such as brooms, mops, buckets and consumables required for providing the above service will be supplied by the Bank. However, agency have to ensure the proper utilisation of the cleaning materials and consumables supplied by the Bank by recording the usage of the materials in a register. The same will be verified and authenticated by the Bank official in-charge at any point of time.
5. The contractor shall bring all the required equipment for cleaning like machines, vacuum cleaners and other equipments to be used for the housekeeping and cleaning works. Maintenance of such equipments including the cost of spares is the responsibility of the contractor.

6. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
7. The contractor or his authorised representative should be available in the HO building to supervise and control his workers and take down instructions from the Officer-in-charge at any point of the Bank.
8. The workers and the staff of the contractor working in the premises will have to maintain with proper discipline. The contractor shall provide his workers with proper safety appliances and equipments and Canara Bank shall not be responsible for accidents and injuries caused to his labour during the course of their work.
9. For working in the HO building, the workmen and supervisory staff of the contractor shall obtain entry pass issued by the security department of 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.
10. The workers/labourers employed by your company will be checked by Bank's Security personnel if required.
11. The facility Manager and supervisors should be provided with mobile phones for communication.
12. All the labourers (male and female) should maintain personal hygiene, nails should be cut, neatly groomed and should maintain strict discipline within the building premises.

The contractor is required to engage the following categories of workers daily for the subject work in each shift:

| | |
|--|---|
| Supervisors | 2 Nos (From 06.00AM to 02.00PM -1 No (From 02.00PM to 10.00PM -1No |
| Housekeepers (Male/female as required by the Bank | 37 Nos (From 06.00AM to 02.00PM – 22 Nos From 02.00AM to 10.00PM – 15 Nos |
| Plumbers | 2 Nos (From 06.00AM to 02.00PM – 1 No From 02.00PM to 10.00PM – 1 No |

SIGNATURE OF THE TENDERER WITH SEAL

| |
|--------------------------------|
| PART F – SCOPE OF WORKS |
|--------------------------------|

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:

1. Internal Housekeeping service: The daily chores to be carried out are as follows:

- 1.1. The floors shall be mechanically cleaned/vacuum cleaned minimum once a day and wet mopped atleast thrice daily as the case may be so as to maintain spic and span condition throughout the day.
- 1.2. The workstations, tables and chairs and all other furniture shall be cleaned twice in a day. The dustbins shall be cleared daily once in the morning and once in the evening.
- 1.3. The doormats shall be cleaned off dust, mud and grime as required.
- 1.4. Atrium, fire and general staircases and terrace shall also be cleaned daily.
- 1.5. Glass partitions/doors at first floor to be cleaned neatly daily
- 1.6. Cleaning of name plates of section, executives, floor name plates daily.

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

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

- 2.1. The false ceiling, coving, wall panel, cornices etc., shall be cleaned for removal of dust, dirt, cobwebs, etc., manually/by using necessary equipment.
- 2.2. The vertical blinds shall be cleaned for removal of dust/dirt.
- 2.3. Thorough cleaning of ceiling, wall mounted 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 chajjas, canopies, sunshades, open terrace areas at all levels/heights and keeping the water outlets free from choking/blockage, etc.,

2.7. All other vertical surfaces and horizontal surfaces shall be cleaned/mopped with dry/wet mop depending upon the requirements so as to retain the initial sheen.

2.8. Carpets shall be vacuum cleaned.

2.9. Dusting and cleaning of stair case railing and mezzanine railing.

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

3.1. There are 4 numbers lifts. The lift interiors and all its accessories such as telephone instruments, light fittings, fans, mirrors, etc., are to be cleaned thoroughly on a daily basis.

3.2. Good quality perfumes are to be sprayed twice a day in each lift to keep the lift atmosphere in good fragrance and acceptable general ambience.

3.3. Carpets shall be got spot shampooed atleast once in three months and totally shampooed annually from approved agencies.

3.4. All floors, furniture equipment, machinery, stair cases etc., in all buildings shall be presentable, spic and span at any point of time.

3.5. Taking indents from various sections, secretariats for bringing stationery and printing materials from the outsourcing agency and delivering the indented items to respective sections/secretariat at Head Office.

3.6. Shifting of telephone units, computers, loose furnitures, chairs, tables, almirahs, filing racks, compactors, etc., within the building from one location to other required location as per the instructions of the Officer-in-charge of Bank.

4. 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 monkeys, cattle and the like into the compound wall. A register for complaints also indicating preventive action taken shall be maintained and shall be got signed by the Officer-in-charge on weekly basis. Chemicals, items used if any for rodent and pest control shall be got approved from officer-in-charge.

5.2. Rodent and pest control to be taken up by engaging specialized agencies, who will carry out all the required activities including chemicals, equipments, etc., the contractor shall ensure that, the AMC engaged by him will visit the HO building premises regularly to ensure the rodent and pest free premises.

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

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

- 6.1. Daily sweeping of the paved areas/roads/hard areas by mechanical sweeping machine and manual sweeping in areas where mechanical sweeping is not practical.
- 6.2. Daily sweeping and wet mopping of internal areas of utilities buildings, shuttle court, dispensary, domestic water pump room, firefighting sump room, security blocks, etc.,
- 6.3. Cleaning of storm water drains and removal of dried leaves, paper, dead animals, etc., daily.
- 6.4. Cleaning of dried leaves and dust particles at the main entrance gates every hour.
- 6.5. Maintenance of valve chambers, inspection chambers, manholes, sewer lines including immediate clearance of blockage, if any.
- 6.6. Cleaning/dusting of the gates and boards.
- 6.7. Cleaning/dusting of the ornamental compound wall inclusive of wiping of electrical fixtures on alternate days.
- 6.8. Removal of debris/garbage and transporting the same outside the premises and disposing in designated area of BDA/BBMP on daily basis as identified and directed by officer-in-charge.
- 6.9. Cleaning of front portico for both ceiling and top surface.
- 6.10. Dewatering and cleaning of the overhead tanks as required by officer-in-charge of Bank.
- 6.11. Cleaning of external façade of the entire building blocks taking all safety measures as required at the entrance and in the atrium portion quarterly.
- 6.12. Daily cleaning of founders' statue and bust and arranging for garlands.
- 6.13. Cleaning of overhead tanks and sumps – monthly once.
- 6.14. Cleaning of terrace area – weekly once.

7. Garden & landscaping maintenance:

- 7.1. Bank is maintaining a landscaping at various locations. The daily watering of plants/shrubs/pots shall be done. The reporting and manuring of plants/shrubs/pots/ be done. The cost of manure, saplings, pesticides, etc., shall include in the quoted.
- 7.2. Cutting/pruning of trees, shrubs, etc., on periodical basis.
- 7.3. Tools for gardening/landscaping should be procured by the housekeeping agency, Bank not be providing any tools.

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

- 8.1. Cleaning of all toilets, wiping of WC seats, flush fittings, floors, dadoing etc., by 8.30am.
- 8.2. 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 8.30am.
- 8.3. Removal of garbage/trash and replacement of waste basket underliners daily by 8.30am.
- 8.4. Weekly scrubbing of toilet floors.
- 8.5. Restocking the washroom supplies like toilet paper, tissues, soaps, etc.,
- 8.6. Collection and transportation of garbage/trash out of the building including disposal of the same as required by BDA/BBMP authorities in a designated area as identified and directed by Officer-in-charge.
- 8.7. Providing and placing of toilet refreshers.
- 8.8. Providing and spraying of room fresheners.
- 8.9. Removal of internal blockage in fixtures, pipes and specials.

9. Housekeeping services in Board Room, Conference rooms and Auditorium:

- 9.1. There is one main auditorium, one board room and few conference rooms. The interiors and all its accessories such as telephone instruments, light fittings, projectors, TV screens, fans, mirrors, etc., are to be cleaned thoroughly on a daily basis. As and when meetings are held, before and after the meetings thorough cleaning to be done and arrangement for drinking water, serving the refreshments, clearing the left out eatables, etc., needs to be undertaking by the agency.
- 9.2. Good quality perfumes are to be sprayed twice day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.
- 9.3. Carpets shall be got spot shampooed atleast once in three months and totally shampooed annually from approved agencies.
- 9.4. Providing coffee and snacks during meeting hours.
- 9.5. All floors, furniture, equipment, machinery, stair cases etc., in all rooms shall be presentable, spic and span at any point of time.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule – A
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 Vendor | | |
| | Address | | |
| | Telephone No. | Office | |
| | | Residence | |
| | | Mobile | |
| | | Fax | |
| E-Mail | | | |
| 2 | a) Constitution of the Tenderer- Whether Proprietary/partnership /Pvt. Ltd./Public Ltd., | | |
| | b) Name of the Proprietor, Partners/Directors | 1. | |
| | | 2. | |
| | | 3. | |
| | | 4. | |
| 5. | | | |
| | c) Year of Establishment | | |
| 3 | Registration with Registrar of Companies (No. & Date) | | |
| 4 | Registration with Tax Authorities a)Income-tax No. PAN/GIR No: (furnish copies of Income Tax Returns) | | |
| 5 | Sales Tax & Commercial Tax: CGST No. SGST No. GST No. (Furnish the copies of the latest returns filed) | | |

5. Names of the Bankers with address:
(Enclose solvency certificate from the bankers to the extent of Rs. 25 lakhs and above)
- I)
- II)

6. 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 (in lakh) |
|---------|---------|--------------------|
| 1 | 2017-18 | |
| 2 | 2018-19 | |
| 3 | 2019-20 | |

7. Registration with Government/Public Sector/Banks

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

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

9. Details of similar work executed during last 3 years as on 31.03.2020 (to satisfy point No. 2 of the eligibility criteria)

| Sl. No. | Name of work | Work executed for (name of the organisation with address, concerned office and telephone number) | Nature of work (in brief) | Location of the work | Actual Value of the works | Stipulated time for completion | Actual time for completion | If work left incompleted or terminate (furnish reasons) |
|---------|--------------|--|---------------------------|----------------------|---------------------------|--------------------------------|----------------------------|---|
| | | | | | | | | |

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

10. Key personnel permanently employed for service engineers in your organisation:

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

11. Furnish the name 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 organisation.

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 requires 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: BENGALURU
Date :

SIGNATURE OF THE TENDERER
NAME & DESIGNATION
SEAL OF ORGANISATION

ANNEXURE - A

INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at BENGALURU on this _____ day
of _____ month of year Two thousand twenty(2020) 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 pre-qualified Contractors for housekeeping and general cleaning works at CANARA BANK Head Office Building, No. 112, J C Road, BENGALURU – 560 002. 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 occurring 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

ANNEXURE – B
CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of _____ in the year two thousand twenty (. 2020) BETWEEN, Canara Bank a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at No. 112, J C Road, BENGALURU-560002, represented by its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART:

AND

M/s. _____ duly represented by one of its Proprietors/Partners _____, 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 the and has accepted the tender opened on _____ 2020 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, Eligibility Criteria, General Conditions of the Contract, details of the building, Scope of Works, Schedule A, Annexures A,B,C and Price Bid
 - c) Corrigendum to tender document if any.
 - d) Letter from contractor dt. _____ in response to the negotiation meeting discussions held on _____

e) Letter of Acceptance issued to contractor by Bank _____ letter No.
_____ dtd _____.

f) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

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

For & on behalf of the
Contractor with seal

For & on behalf of the
Contractor with seal

ANNEXURE – C

PRE CONTRACT INTEGRITY PACT

- GENERAL

.1. This pre-bid contact Agreement (herein after called the Integrity Pact)

is made on _____ day of the month _____ 2020, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings), Act 1970 having its Head Office at No. 112, J C Road, Bengaluru-560002, with branches spread over India and Abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. _____ (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

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

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

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

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

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

- 2.1. Enabling the BUYER to obtain the desired stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - 2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to retain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.
- The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

3.2. The BUYER will, during the pre-contract stage, treat all BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS alike, and will provide to all BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to the particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

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

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

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

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorised government sponsored export entity of the stores/Authorised Service Provider having necessary authorisations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor

has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Section Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required.

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from the BUYER in connection with any other contract such outstanding payment could also be utilised to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of the Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER

- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/SELLER/CONTRACTOR shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

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

9. INDEPENDENT EXTERNAL MONITORS:

9.1. The BUYER has appointed two independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being/has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, The same is applicable to Sub-contractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractors with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at on

BUYER

Name of the Officer

Designation

Name of Wing

Canara Bank

BIDDER

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Witness

Witness

TECHNICAL QUESTIONNAIRE

NOTE: This questionnaire has to be submitted after surveying the entire building blocks and site area of Canara Bank at 112, J C Road, BENGALURU-560002.

| | | |
|---|--|--|
| 1 | No. of labour force your company proposes to employ if the work is awarded, with complete breakup details. | |
| 2 | Type and number of machineries and equipments your company proposes to use for the work. Whether machines will be used for cleaning the floors or manual mopping will be done. | |
| 3 | Total No. of persons will be employed for the above works and age profile of the labour force you would propose to employ for the works | |
| 4 | What are the safety precautions/ protective measures you would ensure to the labour force you employ for the works | |
| 5 | Whether you accept the payment terms and conditions of Canara Bank. Mention whether Acceptable or not acceptable. | |
| 6 | Does the scope of works defined by the Bank covers all the aspects, if not, mention the other works which would come under the definition of housekeeping and general cleaning works | |
| 8 | Any other relevant details you wish to mention | |

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

SIGNATURE OF THE TENDERER WITH SEAL

PART – G UNPRICED FORMAT OF PRICE BID
(TO BE SUBMITTED WITH TECHNICAL AND COMMERCIAL BID AND THE
RATES SHOULD NOT BE MENTIONED IN THE SAME)

**NAME OF WORK – HOUSEKEEPING AND GENERAL CLEANING WORKS AT
CANARA BANK HEAD OFFICE BUILDING, No. 112, J C ROAD, BENGALURU
– 560002 FOR 3 YEARS PERIOD.**

| | |
|---|------------|
| Description of work | |
| To provide housekeeping services to Canara Bank, Head Office Building located at No. 112, J C Road, BENGALURU which is fully described under ' <u>About the building and requirements</u> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'. | |
| RATE TO BE QUOTED ON LUMP SUM BASIS(EXCLUDING GST) | |
| Rate for first year | Rs. |
| Rate for second year | Rs. |
| Rate for third year | Rs. |
| Total amount (three years)in figures (excluding GST): Rs. | |
| Total amount (three years) in words (excluding GST) Rupees: | |

Note:

1. The rate quoted should be quoted on lump sum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis. The lowest tenderer will be arrived after combining the rate for three years and first time project cleaning.
2. The rates quoted shall include all taxes excluding service taxes which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities.

Place: BENGALURU
Date: 00.09.2020

SIGNATURE OF TENDERER WITH SEAL

**PART – II PRICE BID
(TO BE SUBMITTED IN A SEPARATE SEALED COVER)**

**NAME OF WORK – HOUSEKEEPING AND GENERAL CLEANING WORKS AT
CANARA BANK HEAD OFFICE BUILDING, No. 112, J C ROAD, BENGALURU
– 560002 FOR 3 YEARS PERIOD.**

| | |
|---|------------|
| Description of work | |
| To provide housekeeping services to Canara Bank, Head Office Building located at No. 112, J C Road, BENGALURU which is fully described under ' <u>About the building and requirements</u> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'. | |
| RATE TO BE QUOTED ON LUMP SUM BASIS(EXCLUDING GST) | |
| Rate for first year | Rs. |
| Rate for second year | Rs. |
| Rate for third year | Rs. |
| Total amount (three years) in figures (excluding GST): Rs. | |
| Total amount (three years) in words (excluding GST) Rupees: | |

Note:

3. The rate quoted should be quoted on lump sum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis. The lowest tenderer will be arrived after combining the rate for three years and first time project cleaning.
4. The rates quoted shall include all taxes excluding service taxes which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities.

Place: BENGALURU

Date:

SIGNATURE OF TENDERER WITH SEAL

OFFER LETTER

The General Manager,
General Administration Wing,
Canara Bank,
Head Office, 112, J C Road,
Bengaluru

Dear Sir,

Sub: Tender for housekeeping of the buildings housing No. 112, J C Road,
Bengaluru-560002

With reference to the tender invited by you, We hereby offer to execute the works under the contract at the rates mentioned in the Schedule of Quantities. We have inspected the site, read the instructions and specifications to which we agree to comply. We have deposited the earnest money as mentioned in your terms & conditions. On receipt of your intimation of acceptance of the tender, we do hereby undertake to submit solvency/bank guarantee/ Canara Bank deposit receipt as mentioned in the conditions. Both the amount shall be treated as Security Deposit, in case we are the successful bidder. I am aware that the Security Deposit will not bear any interest

Should the tender be accepted, We hereby undertake to execute and sign the necessary agreement for the execution and completion of the said works, at such time as will be named by you to furnish the security, mentioned in the conditions, within fifteen days from the date of acceptance of the tender. We agree to pay all the charges for the preparation of the agreement and fees for stamping the same. If we fail to furnish the security and/or execute and sign the agreement the amount of earnest money deposited shall be forfeited.

Yours faithfully,

Names of partners/Directors of firm: