

**Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal**

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

**THIS TENDER CONSISTS OF TWO BIDS: 1) TECHNICAL BID (GEM BID No AND 2) PRICE BID**

**Sealed tenders** in two bid system are invited from eligible Contractors for providing HOUSEKEEPING AND GENERAL CLEANING WORKS IN CIRCLE OFFICE KARNAL FOR A PERIOD OF Thirty Six Months 01/04/2024-31/03/2027 AT following sites

SL. NO.	OFFICE SITE	CARPET AREA	ManPower Required
1	CANAR BANK CIRCLE OFFICE, BAY SITE 17-18, SECTOR 12, KARNAL	10000 Sft	6
2	CANARA BANK REGIONAL OFFICE, KARNAL, 2 <sup>nd</sup> & 3 <sup>rd</sup> FLOOR, NEAR HOTEL, NAMASTE CHOWK, NEAR HOTEL DEVENTURE, SECTOR-16, KARNAL-132001	4182 sq ft	2
3	CANARA BANK, RETAIL ASSETS HUB, KARNAL, DAV PG COLLEGE, NEAR MALL ROAD, KARNAL-132001	1496 sq ft	1
4	CANARA BANK, REGIONAL OFFICE, PANIPAT, ND TOWER, NEAR SANJAY CHOWK, PANIPAT-132103	4200 sq ft	2
5	CANARA BANK, RETAIL ASSETS HUB, GROUND FLOOR, ND TOWER, NEAR SANJAY CHOWK, PANIPAT-132103	1100 sq ft	1
6	CANARA BANK, REGIONAL OFFICE, PANCHKULA, SCO-904, 1 <sup>st</sup> & 2 <sup>nd</sup> FLOOR, NAC, MANIMAJZRA, NEAR HOUSING BOARD CHOWK, CHANDIGARH-160101	5600 sq ft	2
7	CANARA BANK, RETAIL ASSETS HUB, 370, INDUSTRIAL AREA, PHASE-II, PANCHKULA-134018	1800 sq ft	1
8	CANARA BANK, REGIONAL OFFICE, ROHTAK, OPPOSITE JANNAT BANQUET HALL, DELHI BYPASS ROAD, ROHTAK-124001	4171 sq ft	2
9	CANARA BANK, RETAIL ASSETS HUB, ROHTAK, MAIN DELHI BYPASS ROAD, BESIDE CANARA BANK (EAST SIDE), TILAK NAGAR ROHTAK-124001	1325 sq ft	1
10	CANARA BANK, REGIONAL OFFICE, FARIDABAD, PLOT NO.-39, NEELAM BATA ROAD, NIT, FARIDABAD -121001	3870 sq ft	2
11	CANARA BANK, RETAIL ASSETS HUB, 22/1 DELHI - MATHURA ROAD, BALLABHGARH ON HIGHWAY NO. NH-19, BALLABHGARH, FARIDABAD	1447 sq ft	1
12	CANARA BANK, REGIONAL OFFICE, GURGAON, PLOT NO. 303, UDYOG VIHAR, PHASE II, PALAM ROAD PO, GURGAON-122015	5372 sq ft	2
13	CANARA BANK, RETAIL ASSETS HUB, SUN TOWER, MAINMEHRAULI ROAD, SUKHRALI-122001	1522 sq ft	1
14	CANARA BANK, RETAIL ASSETS HUB, B004, UNITECH BUSINESS ZONE, NIRVANA COUNTRY, GURGAON122018	1213 sq ft	1
15	CANARA BANK, RETAIL ASSETS HUB, PLOT 71,72, KAMLANAGAR, NEAR RED SQUARE MARKET, HISAR-125001	3000 Sq ft	1

The Tender Documents may be downloaded from our bank GeM Portal

Earnest Money	:	As per GeM
Application Fees		As per GeM
Security Deposit		As per GeM
Last date & time of submission of tender	:	As per GeM
Time and date of opening of technical bid	:	As per GeM
Time and date of opening of financial Bid	:	Will be intimated to successful bidders As per GeM

**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 bid document are hereby invited from the eligible contractors as per the eligibility criteria of this tender (PART C). Tender applications can be collected from GeM
- The Tenderers to furnish their local address, the name of the person to whom all the correspondence are to be addressed, with telephone number (both office and residence), mobile and fax numbers and email.
- 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.

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4. Before submitting the tender, the tenderers shall fill in all the required particulars in the blank space provided for the purpose in the tender documents and also sign in each and every page of the tender document. The bidders are required to upload technical bid as per bid specification uploaded in GeM Portal.
5. The competent authority of Canara Bank reserves the right to reject all or any bid in whole, or in part, without assigning any reason thereof.
6. Lowest Financial Bid will be evaluated based on overall lowest rate quoted by the bidder.
7. The rate should be quoted in Indian currency only and same should be quoted both in figures as well as in words.
8. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words shall be taken as the tendered rate and shall be binding on the tenderer.
9. While quoting the rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
10. The rate to be quoted by the tenderer shall be firm and shall cover wages to the labourers, supervision, contractors profit, transportation charges and all statutory levies, and taxes (GST, PF, ESI etc). The rates shall be quoted on the format as per GeM.
11. The tenderer shall note that, after the tender is accepted, no claim whatsoever for enhancement of rates will be entertained on any account or on the ground that cost of materials/labour and/or statutory levies.
12. The rate quoted in the tender shall remain valid for a period of 'ONE TWENTY DAYS ' from the date of opening the tender, for acceptance by the Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds.
13. **Before tendering, the tenderers are advised to inspect the site of work and its environment to be well acquainted with the actual working and other prevailing conditions.** The tenderer should specifically note that it is the tenderers responsibility to adhere to the scope of works,
14. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
15. The tenderer shall deposit a sum of **as mentioned in GeM Bid document** towards Earnest Money Deposit along with the technical bid Only. The EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank and shall be drawn in favour of Canara Bank, Premises and estate Section circle office Baysite 17-18, Karnal.
16. No alterations or additions shall be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
17. Tender shall be submitted in prescribed Form only and quoting in any other form will be render the tender liable for rejection. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from one prescribed in the tender schedule will be liable for rejection.
18. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.

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19. All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, General conditions of contract, Annexures, technical specifications shall form a part of the contract document.
20. The EMD of unsuccessful tenderers shall be returned within 15 days after award of work.
21. The EMD of successful tenderers shall be returned within 15 days after submission of Performance Guarantee.
22. **INTEGRITY PACT:** Integrity Pact format is enclosed as Annexure - M. The same to be duly filled in a non judicial stamp paper of Rs 100/- and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:
  - a) Rakesh Jain, IA&AS - rakeshjain18@hotmail.com
  - b) D R S Chaudhary - dilip.chaudhary@gmail.com

**Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process.** Those bids/ tenders which are not containing the above pact are liable for rejection. Integrity pact shall be signed by the person who is authorized to sign the Bid.

#### **PART C - Eligibility Criteria FOR SHORTLISTING**

1. Minimum 3 years of experience as on 31/03/2023 in the field (Having supplied at least minimum of 26 No of manpower) of complete building upkeep and housekeeping at reputed organizations/MNCs, banks, institutions, commercial establishments on the annual contract basis.
2. The agency should have at least one valid contract for similar work (refer scope of work) at Delhi, Haryana and Chandigarh for multi-storied building with provision of 26 no of manpower in various sites in last 02 years.
3. The average annual turnover of the agency should be at least Rs 60 lakhs (Rs Sixty Lakh Only) in last three accounting years as on 31.03.2023 exclusively in Housekeeping Works. Proof in this regard shall be submitted by the 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, labour license and all other relevant statutory permissions/approvals.
5. Applicant should have an 'Established office with required manpower at Delhi/Chandigarh/Haryana/Karnal to provide uninterrupted services.
6. Valid License (Registration) issued by Jurisdictional Labor Commissioner

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

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

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

SIGNATURE OF TENDERER WITH SEAL

**PART D - GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:**

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

**CONTRACTOR** shall mean the successful tenderer to whom the work is awarded

**SITE** means:-

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**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 **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/Fixed deposit issued by a Scheduled Bank in India other than Canara Bank.

1.3. The Performance Bank Guarantee should be valid for 39 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 from the completion of claim period of 3 months, after completion of Contract period subject to satisfactory

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- 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 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. 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 all working hours for supervising the work. For any negligence in the service 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, 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 the death of the contractor, the Canara Bank authorities shall have the right to terminate 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 **one month's notice** to the contractor without assigning any reason whatsoever. The Bank shall not entertain any claim for any compensation by the Contractor for such termination of Contract.
  - (b) As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.
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.

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11. The contractor shall obtain 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 cost of stamp paper/stamp duty 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 Regional Labour Commissioner (Central) has to be paid to the labourers employed by Contractor.
15. Payment to the labourers shall be paid by 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. Service tax 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 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 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, 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. 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.



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- 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 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. 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 authorized Canara Bank official. The 'SAFETY PLAN' shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all the requirements as specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract, Canara Bank shall have right to review and suggest modification in the Safety Plan. The 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 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 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-8807:1978  
IS-8519:1977
- 19.4 Where it becomes necessary to provide and / or store petroleum products, chemicals and liquids 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 equipment, connection and wiring for equipments, its distribution and use shall confirm to the requirement of Indian electricity act and rules. All electrical appliances including

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portable electric tool/ equipment used by the contractor shall have the safe plugging system to the source of power and be provided with the 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 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 on stamp paper of appropriate value in the approved format as per ANNEXURE A before starting the work for indemnifying the Bank against any damage ,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 damages 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, 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 its operation to the satisfaction of Canara Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Canara Bank official, Canara bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by Canara Bank.
- 19.12 The contractor shall submit report of all the accidents, fires and property damage, dangerous occurrence to the authorized Canara Bank official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by Canara Bank. In addition, the contractor to the authorized Canara Bank official shall also submit periodic reports on safety measure 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.



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- 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 named 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 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. **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.
22. 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.
23. **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;

SIGNATURE OF THE TENDERER WITH THE SEAL

**Schedule-A**

**Details about the tenderer to be furnished by the tenderers**  
**Intending tendered should furnish details as per the following Pro forma**

<b>1</b>	<b>NAME OF THE VENDOR</b>		
	<b>ADDRESS</b>		
	<b>TELEPHONE NUMBER</b>	<b>OFFICE</b>	
		<b>RESIDENCE</b>	
		<b>MOBILE</b>	
		<b>FAX</b>	
<b>EMAIL</b>			
<b>2</b>	<b>1. Constitution of the tenderer- whether prop/partnership/pvt ltd/public limited company</b>		
	<b>b) Name of the Prop/Partners /Directors</b>		<b>1.</b>
			<b>2.</b>
			<b>3.</b>
		<b>4.</b>	
		<b>5.</b>	
<b>c) Year of establishment</b>			
<b>3</b>	<b>Registration with registrar of Companies (No. &amp; Date)</b>		
<b>4</b>	<b>Registration with tax authorities</b>		
	<b>a) Income tax no. PAN/GIR no. Furnish copies of Income tax returns for past 3 years</b>		
<b>5</b>	<b>GST &amp; Commercial tax GST No:- (Furnish the copies of latest returns filed)</b>		

**2. Names of the Bankers with address:**  
 (Enclose solvency certificate from the bankers to the extent of Rs. 25 lakhs and above)

- I.
- II.

**3. Turnover of the company/ tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.)**

sl	Year	Turnover
1	2022-23	
2	2021-22	
3	2020-21	

**4. Registration with Govt/Public Sectors/Banks**

Name of the organisation	Nature of the works	Value of the works	Date of registration

Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal

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5. Name and relation, if any, with the staff :  
Member of Canara Bank.

10. Details of similar work executed during the last 03 years as on 31.12.2020 (to satisfy point no. 2 of the eligibility criteria)

Sl	Name of the work	Work executed for (name of the organisation with address, concerned office and telephone number)	Nature of the work	Location of the work	Actual value of the work	Stipulated time for completion	Actual time for completion	If work left uncompleted or terminated (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.

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

Sl. No.	Name	Qualifications	Experience	Particulars of work done	Employed in your tendered 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 the 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: -  
Date: -

SIGNATURE OF THE TENDERER  
NAME & DESIGNATION  
SEAL OF ORGANISATION.

Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal

**INDEMNITY BOND FORMAT**

THIS DEED OF INDEMNITY BOND executed at Karnal on this \_\_\_\_\_ day of \_\_\_\_\_ month of year two thousand and Twenty Four (2024) By M/s \_\_\_\_\_ duly represented by proprietor / one of its partners Sri \_\_\_\_\_, aged \_\_\_\_\_ years, son of Sri \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as Contractor)

In favour of

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

Whereas Canara Bank has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for housekeeping and general cleaning works at Various Offices under CO Karnal located at Canara Bank, Circle Office, Bays no 17-18, Sector 12, Karnal-132001. 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 Contractor by Canara Bank, Circle 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 & its architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor 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**

Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal

**PRE CONTRACT INTEGRITY PACT FORMAT**

**PRE CONTRACT INTEGRITY PACT**

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_ day of the month 2022, between, CANARA BANK hereinafter referred to as "The Principal", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, BENGALURU 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "The Bidder/ Seller/ Contractor/ Service Provider", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

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

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

**Section 1 - Commitments of the Principal**

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

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

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

Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -

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

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeitfully 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 (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 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.



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- 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 other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

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

(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.

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Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

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

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

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

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

Section 8 - Independent External Monitor

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

Tender Document for Housekeeping & General cleaning works at Canara Bank, CO Karnal relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

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

(Office Seal)

Place:

Date :

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**DECLARATION on not blacklisting/Debar**

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

**DECLARATION**

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

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

Dated:

Signature & Name of the Bidder with seal

**MANDATORY CHECKLIST FOR BIDDERS TO BE UPLOADED IN GEM PORTAL  
(Any Bidder fall short of one or any of the document shall be summarily rejected any no claim in this regard will be entertained)**

S No	Document	Yes/No
01	Bank Tender Format Signed & Stamped by authorized signatory	
02	Firm Registration Certificate/Incorporation Certificate	
03	Work Orders for Satisfying Eligibility Criteria	
04	Last 3 FY Audited Balance Sheet	
05	Turnover certificate for last three years with UDIN	
06	GST Number	
07	PAN Number	
08	PF Registration Number	
09	ESI Registration Number	
10	Valid License (Registration) issued by Jurisdictional Labor Commissioner	
11	Proof of Establishment supporting Registered Office in Haryana/ Delhi/Chandigarh	
12	EMD/MSME Certificate as Applicable	
13	Integrity Pact	
14	Signed Declaration of Debarment/Blacklist	
15	A declaration duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on its Letter head stating that it shall not be owned or controlled by any director or office/employee of the Bank or their relative having the same meaning as assigned under section 2(77) of the Companies Act 2013.	