



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



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

PART – A

TECHNICAL AND COMMERCIAL BID

NOTICE INVITING TENDER (NIT) DATE OF TENDER: 10.03.2021

Tenders in two bid system under e-tendering are invited from competent and eligible firms having sound Technical and Financial capacity for HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK, HEAD OFFICE ANNEX BUILDING, 2ND CROSS, GANDHINAGAR, BENGALURU-560 009 for three years period. Tender Documents may be downloaded from our Bank's Website www.canarabank.com.

1) Details of the Tender :

Name of the Work	Housekeeping and General Cleaning Works
Location of Work	Canara Bank Head Office,Annex, Gandhinagar Bengaluru-560009
Estimated cost of the works	Rs.110 Lakhs
Earnest Money deposit	Rs. 1,00,000.00
Issue of tender document	15.03.2021
Last date for submission of pre-bid queries	23.03.2021
Pre-bid meeting	25.03.2021
Last date of submission of Tender	05.04.2021
Opening of Technical bids	07.04.2021

Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
Period of contract/service	3 years from the date of agreement executed subject to annual review of performance.
Tender documents (soft copy)	Can be downloaded free of cost from Canara Bank's web site, https://canarabank.com/tenders & Central Public Procurement (CPP) portal www.eprocure.gov.in as well as from e-Procurement portal https://canarabank.abcprocure.com from 15.03.2021 till last date of submission.
Last date and time for submission of the tender	Tender Response to be submitted on or before 05.04.2021 3.00 pm online through the e-Procurement portal https://canarabank.abcprocure.com For any queries regarding submission of the tender kindly call or mail on the below mentioned details: e-mail ID: imtiyaz@eptl.in, Mobile No. : +91- 9510813528, 6354919566, 9328931942
Tender Fee	Rs. 2000.00/- (DD)

ASST.GENERAL MANAGER

PART B – ELIGIBILITY CRITERIA

SL NO	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED															
1	The Tenderer should be registered under the labour commissioner office at the respective jurisdiction.	Copy of Labour License issued by the Assistant labour commissioner (if applicable)															
2	The Tenderer shall have Minimum 5 years of experience as on 31.03.2020 in offering complete building upkeep and housekeeping to reputed organisations/MNCs, banks, Institutions on annual contract basis.	Satisfactory Work Completion Certificate from the previous company.															
3	The Tenderer should have at least one contract rendered similar services for a multi-storeyed building with a built up area of 50000 sq.ft in the last three years	Work Order copies and satisfactory completion certificates from clients clearly indicating the cost & nature of work and year of completion.															
4	The Tenderer should have rendered similar services at least; a) Three (3) similar works with the value of Rs.33 lakhs in three years in single contract. Or b) Two (2) similar works with the value of Rs.55 lakhs in three years in single contract. Or c) One(1) similar work with the value of Rs.88 lakhs in three years in single contract. Similar work means the agency should have been assigned with housekeeping and general cleaning services for Government organizations or Public Sector Undertakings or Public Sector Banks.	Work Order copies and satisfactory completion certificates from clients clearly indicating the cost & nature of work and year of completion.															
4	The average annual turnover of the Agency should be at least Rs. 50 lakhs in the last three accounting years ending 31.03.2020 & Projected Balance Sheet for Dec 2020.	Proof shall be submitted by way of IT returns, Audited Balance Sheet or Auditor's Certificate. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sl. No.</th> <th>Year</th> <th>Turnover (in lakh)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2017-18</td> <td></td> </tr> <tr> <td>2</td> <td>2018-19</td> <td></td> </tr> <tr> <td>3</td> <td>2019-20</td> <td></td> </tr> <tr> <td>4</td> <td>2020-21 (Provisional)</td> <td></td> </tr> </tbody> </table>	Sl. No.	Year	Turnover (in lakh)	1	2017-18		2	2018-19		3	2019-20		4	2020-21 (Provisional)	
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1	2017-18																
2	2018-19																
3	2019-20																
4	2020-21 (Provisional)																
5	The Tenderer should have valid GST registration number, PAN number, PF Registration number, ESI Registration number.	Should submit a Copy of ; GST registration number, PAN number, PF Registration number, ESI Registration number.															
6	Tenderer should have an established office with required manpower at BENGALURU	Copy of Address proof of Office at Bengaluru.															

7	The agency/firm should submit Pre- Contract Integrity Pact Agreement duly filled and signed on Rs.200/- non judicial stamp paper.	Original Agreement in judicial stamp paper should be duly attached as per Bank's prescribed format – Annexure-C
8	The bidder should not be a blacklisted/debarred company as on the date of submission of RFP by any Government Department/Financial Institution/ Public sector Units/Scheduled Commercial bank in India.	In this respect, the Bidders shall submit declaration as outlined in Appendix -G on their Company Letter headed paper duly sealed & signed.

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”**.

SIGNATUE OF THE TENDRER WITH SEAL

PART C – GENERAL RULES AND INSTRUCTIONS TO THE TENDERER

1. BIDDING PROCEDURE.

Nature of the document: **ONLINE TENDERING**

1.1.0 Submission of Documents:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the Bid Schedule on or before the due date mentioned in Bid Schedule.

- a) Demand Draft towards EMD.
- b) Acknowledgement issued by e-tendering system for having received the bid through e-tendering system (By Email or Hard copy).
- c) The Tender fee should be in the form of DD.
- d) Pre- Contract Integrity Pact Agreement on the Non-Judicial Stamp Paper should be submitted.

This Tender document comprises of the following

1.1. Contents of the bid.

1.1.1 Contents of the Technical Bid: The following documents are to be signed in all pages and scanned documents of the same to be uploaded in the e-Procurement portal <https://canarabank.abcprocure.com>

- a. All pages of this RFP as downloaded from the website duly signed on all pages.
 - b. Power of Attorney / authorization with the seal of the bidder's company / firm in the name of the person signing the RFP documents.
 - c. Authorization letter for attending the bid opening as per **Annexure I**.
 - d. Earnest Money Deposit (EMD) in the prescribed form.
 - e. **Documents in support of all eligibility criteria.**
 - f. All annexures available in the tender duly filled & signed on all pages should be uploaded
- 2 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.
- 3 The rate should be quoted in figures as well as in words in Indian Currency only.
- 4 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.
- 5 **While quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.**

- 6 The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipments deployed, contactors 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 (PRICE BID).
- 7 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.
- 8 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.
- 9 **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.
- 10 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.
- 11 No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
- 12 The tenderer shall deposit a sum of **Rs. 1,00,000/-** Earnest Money Deposit (Refundable without interest) and Tender Fee (non-refundable). This EMD (Earnest Money Deposit) and Tender Fee 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.

The bidder should submit the Demand Draft along with the Integrity Pact format as per Bank’s format should duly filled in a non-judicial stamp paper of Rs 200/- with covering letter showing the willingness to submit the bid .The same should be submitted to the following address to reach on or before 04.04.2021(3:00 pm). Those who submit the DD/BG with required documents will only be able to submit the Bid online tendering process.

The Assistant General Manager,
Canara Bank, Maintenance Cell,
Premises and Estate Section,
General Administration Wing, Head Office
112 J C Road, Bengaluru -560002.

Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, Bidders / agencies should submit registration certificate issued from the relevant authorities. Such request also should reach the above address on or before 04.04.2021 (3.00 pm)

- 13 Tender shall be quoted on prescribed Form only and quoting in any other forum 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.
- 14 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.
- 15 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.
- 16 The EMD of unsuccessful tenderers shall be returned within 30 days after award of work.
- 17 The EMD of successful tenderers shall be returned after submission of Performance Guarantee.
- 18 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 & necessary deductions.
- 19 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.
- 20 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.

- 21 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:-
- Attendance Register on form XVI(16)
 - Wages Register on form XVII(17)
 - Leave Register
 - Overtime Register on form XXIII
 - Register of fines on form XXI(21)
 - Register of advances on form XXII(22)
 - 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 and confirmation to this effect to be submitted to us.

- 22 Compliance Certificate (general terms and conditions of the Request for Proposal) should be submitted by the contractor on half-yearly basis.
- 23 STANDARD OPERATING PROCEDURE: Successful bidder shall open an account with Canara Bank and route all transactions through the said account without fail.

24 Contents of the Financial Bid.

Financial bid for all the line items should be submitted in the e-Procurement portal <https://canarabank.abcprocure.com>.

25 Submission and opening of Tenders:

- a) Tenders to be submitted only through online from the e-Procurement portal <https://canarabank.abcprocure.com>, for any queries regarding the submission of the tenders online the vendors can contact on the below mentioned details –

b)

Name	Imtiyaz Tajani
E-mail ID	imtiyaz@eptl.in
Official Mobile No	+91- 9510813528, 6354919566, 9328931942

Note: Tenders submitted through any other form will be rejected.

- c) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender, the next working day will be deemed to be the last day for submission of the tender.

26 Pre-Bid meeting:

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

Date	Time	Venue
25.03.2021		

Bidders intending to participate in the pre bid meeting should sent their request in this regard to the [mail: homaintenance@canarabank.com](mailto:homaintenance@canarabank.com) so that Bank can send the link for the meeting to the mail ID of the bidder.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

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

27 Amendment to Tender document :

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website (www.canarabank.com) and also on e-procurement Technologies Limited <https://canarabank.abcprocure.com> and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

28 SCRUTINY OF OFFERS.

- a) The Bank will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP.
- b) The Technical Bid will be evaluated only for those bidders who submit EMD.
- c) The Technical Bid submitted by the bidder will be evaluated based on the stipulated eligibility criteria and RFP Terms.
- d) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and freak rate analysis. Bank reserves right of accepting / rejecting any / all the financial bids without assigning any reasons whatsoever.

29 **OFFER VALIDITY PERIOD:** The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of price bids, the rates and terms pertaining to rates shall be as per our price bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

30 This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/Bidder, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 15 days from the date of acceptance letter.

31 **CLARIFICATION OF OFFERS:** During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank, failing which the bids are liable for rejection.

32 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER:

- The Bank is not bound to accept the lowest bid or any offer / bid or to assign any reason for non-acceptance. It also reserves its right to reject any or all the offers / Bids without assigning any reason thereof whatsoever.
- The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.

- The bidder including those, whose RFP is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with his submission of RFPs, even though the Bank may opt to modify/withdraw the RFP / Recall the RFP.

33 INCOMPLETE OFFERS WILL BE REJECTED: The incomplete offers will be rejected without any further reference. Such rejections may take place in case of non-adherence to the format or partial submission of technical information as per the format given in the offer or not Furnishing the information sought for.

34 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.

35 **PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):** As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

- (i) The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
- (ii) MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply upto 20% of total Tender/ RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).
- (iii) MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per policy under clause 14.1. The purchase preference are furnished in **Annexure – J**.

36 **INTEGRITY PACT:** Integrity Pact format is enclosed as **Annexure – C**. The same to be duly filled in a non-judicial stamp paper of Rs 200/- 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 Rtd IAS- 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.

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- The RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly signatory of the Bank and the Successful bidder/s.
- The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary may obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website www.canarabank.com, also on e-procurement Technologies Limited <https://canarabank.abcprocure.com> and it will be binding on the bidder.
- The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

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

PART D – GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

SITE means “Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009

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

1. SECURITY DEPOSIT:

1.1. The successful bidder should submit a Security Deposit for 3% 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. Bank guarantee format should be as specified in the Annexure-E.

1.3. 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 tendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor.

1.4. The Bank shall invoke the Performance Bank Guarantee before the expiry of 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 (Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009) 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. Health profile of the labourers should be submitted by the contractor on half yearly basis.

10. BREACH OF TERMS AND CONDITIONS:

The following acts on the part of the Service provider will constitute breach of contract:

- 10.1. Failure to deploy the required number of employees within the prescribed time limit.
- 10.2. Failure to make/submit details/proof of payments, EPF, ESI and other statutory remittances in respect of any of the personnel deployed by the Service provider within the prescribed time limit.
- 10.3. Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Bank.
- 10.4. Failure to submit the relevant documents/registers pertaining to the personnel deployed.
- 10.5. Deficiency in service, like not replacing the employees in place of absentees, under-performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Bank.
11. Unified annual return in Form-XIV on Shram Suvidha portal should be filed.
12. Declaration for Non-disclosure of information shall be submitted as per Annexure-K

13. 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.
14. 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.
15. 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.
16. 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.
17. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.
18. The prevailing minimum wages, at the rates as applicable under for unskilled and for semiskilled/equivalent categories, as per the Minimum Wages guidelines as applicable to the Contractor, has to be paid to the labourers employed by Contractor.
19. Payment to the labourers shall be paid on 7th of every month and confirmed to the Bank. Payments shall be made through the account of the labourers and proof of such remittances shall be submitted to the Bank along with monthly invoices.
20. The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
21. Goods & Services Tax (GST) charged by the Contract shall be reimbursed after production of receipts.

22. LABOUR:

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

22.2 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.

22.3 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.

22.4 The minimum age of the labour employed shall not be below 18 years.

22.5 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.

22.6 The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the Employees Provident Fund schemes and Employees State Insurance Act 1948 and show the proof of payment of subscriptions/contributions to the concerned authorities at periodical intervals. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the

Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him. The firm should be registered with EPF and ESI authorities. It should have EPF code and comply with labour laws / guidelines issued by Government from time to time. If the applicant is exempted then it should submit EPF and ESI exemption certificates. The corresponding document should be submitted along with tender.

22.7 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.

22.8 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.

22.9 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.

22.10 The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as applicable in Bengaluru, Karnataka State for unskilled and for semiskilled/equivalent categories.

22.11 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.

22.12 All solid waste should be taken from a common earmarked location in a building from dustbins with separate dustbin codes as per rules.

(b) Solid waste so collected should be segregated properly both at site and dumping yard.

(c) Bio-degradable solid waste should be taken in the earmarked location for further composting and vermicomposting.

(d) Bio-degradable solid waste (not used for composting and vermin composting) should be taken away by local municipality. The contractor should be responsible for the same including the cost, if any.

(e) Non-Bio-degradable solid waste should be taken away by enlisted (by Govt of India) Central Pollution Control Board (CPCB) Vendors. The contractor will be responsible for execution of this task including bearing the cost.

Latest Technologies to be employed for above mentioned purpose, shall be briefed to the bank by the bidders during the pre-bid meeting. Cost of Garbage segregation and transportation shall be borne by the Vendor and same be included in his Service Charges.

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

23.1 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.

23.2 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.

23.3 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, wearing of Mask and hand gloves to check the COVID-19 pandemic shall be strictly adhered as per the instructions issued of statutory bodies from time to time.

23.4 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.

23.5 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.

23.6 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 agencies. 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.

24. **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.

24.1 In case of any damage to property by the contractor, Canara Bank shall have the right to recover the cost of such damages from out of the payments due to the contractor and decision of the Bank shall be binding on the Contractor.

24.2 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.

24.3 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.

24.4 If the contractor fails to improve the standards of safety in his operation to the satisfaction of Canara Bank after giving 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.

24.5 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 as prescribed.

24.6 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.

24.7 Following material and consumables required to be supplied by the Vendor :-

All materials/consumables and other related items are to be provided by the Agency. Items shall be of ISI mark and in conformity with the specification/makes keeping in view quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used at Bank premises and supply them in advance and store them at Bank on monthly basis. The stores are to be replenished always with adequate stock.

25. ARBITRATION

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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. The Arbitrator shall finalize the Award within a reasonable period of _____ .

25.6 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.

25.7 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.

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

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

28. **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.

29. 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.

30. **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

PART E – DETAILS OF THE BUILDING AND REQUIREMENTS

1. The Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009 has a total land area of 50,000Sq. Ft. and has various blocks.

The Office building complex has **total built-up area of 50,000 Sqft.** Spread in various blocks which is as below.

1.1	Ground, Mezzanine, First, Second, Third, Fourth & Fifth floor	50,000 Sqft
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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.,

The above building, amenities, services, services needs day to day maintenance except electrical system which has separate maintenance contract agency to maintain DG sets, electrical sub-station, electrical circuits, UPS systems, etc.,

3. The Head Office works regularly for six days in a week and on Sundays/public holidays with limited officials. However, the housekeeping works will have to be taken up on 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 08.30 pm. After office hours (i.e., 5pm on all week days and 2pm on Saturdays, there shall be minimum of 5 Nos sweepers/cleaners and 1 supervisor upto 08.30 p m 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. The contractor shall bring all the required equipment for cleaning like machines, vacuum cleaners and other equipments to be used or the housekeeping and cleaning works. Maintenance of such equipments including the cost of spares is the responsibility of the contractor.
5. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
6. The contractor or his authorised representative should be available in the Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009 to supervise and control his workers and take down instructions from the Officer-in-charge at any point of the Bank.
7. The workers and the staff of the contractor working in the premises will have to maintain 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.

8. For working in the HO Annex 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.
9. The workers/labourers employed by your company will be checked by Bank's Security personnel if required.
10. The facility Manager and supervisors should be provided with mobile phones for communication.
11. 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-cum-Plumber	2 Nos (From 06.00AM to 01.30PM -1 No (From 01.30PM to 08.30PM -1No
Housekeepers (Male/female as required by the Bank	12 Nos (From 06.00AM to 01.30PM – 8 Nos From 01.30PM to 08.30PM - 4 Nos

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, and 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 2 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 air freshners 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.

4. Rodent and pest control:

1.1. All the floors 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.

1.2. 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 Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009 premises regularly to ensure the rodent and pest free premises.

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

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

2.1. Daily sweeping of the paved areas/hard areas by mechanical sweeping machine and manual sweeping in areas where mechanical sweeping is not practical.

2.2. Daily sweeping and wet mopping of internal areas, dispensary, domestic water pump room, sump room, etc.,

- 2.3. Cleaning of storm water drains and removal of dried leaves, paper, dead animals, etc, daily.
- 2.4. Cleaning of dust particles at the main entrance gates every hour.
- 2.5. Maintenance of valve chambers, inspection chambers, manholes, sewer lines including immediate clearance of blockage, if any.
- 2.6. Cleaning/dusting of the gates and boards.
- 2.7. Cleaning/dusting of the ornamental compound wall inclusive of wiping of electrical fixtures on alternate days.
- 2.8. 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.
- 2.9. Cleaning of front portico for both ceiling and top surface.
- 2.10. Dewatering and cleaning of the overhead tanks as required by officer-in-charge of Bank.
- 2.11. Cleaning of external façade of the entire building blocks taking all safety measures as required at the entrance and in the atrium portion quarterly.
- 2.12. Daily cleaning of founders' statue and bust and arranging for garlands.
- 2.13. Cleaning of overhead tanks and sumps – monthly once.
- 2.14. Cleaning of terrace area – weekly once.

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

- 3.1. Cleaning of all toilets, wiping of WC seats, flush fittings, floors, dadoing etc., by 8.30am.
- 3.2. 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.
- 3.3. Removal of garbage/trash and replacement of waste basket underliners daily by 8.30am.
- 3.4. Weekly scrubbing of toilet floors.
- 3.5. Restocking the washroom supplies like toilet paper, tissues, soaps, etc.,
- 3.6. 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.
- 3.7. Providing and placing of toilet refreshers.
- 3.8. Providing and spraying of room fresheners.
- 3.9. Removal of internal blockage in fixtures, pipes and specials.

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

- 4.1. There is 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.
- 4.2. Good quality perfumes are to be sprayed twice day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.
- 4.3. Carpets shall be got spot shampooed atleast once in three months and totally shampooed annually from approved agencies.
- 4.4. Providing coffee and snacks during meeting hours.
- 4.5. 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.	
3	c) Year of Establishment		
	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: KST No. CST 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 & provision for the Current Financial Year.

Sl. No.	Year	Turnover
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21 (Provisional)	

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

- A) Name :
 B) Staff No :
 C) Placement :

9. Details of similar work executed during last 3 years as on 31.03.XXXX (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 imcompleted 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.

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 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: 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 one (2021) by M/s _____ duly represented by proprietor/ partners

1. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ (hereinafter referred to as Contractor)
2. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ (hereinafter referred to as Contractor)
3. Sri./Smt _____ aged _____ years, son of Sri. _____, residing at _____ (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 lump sum rate (labour cost + material cost) 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 undertakes to indemnify and keep harmless the Canara Bank from occurrence of 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 one (. .2021) 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 _____ 2021 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

1. GENERAL

This pre-bid contact Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____ 2021, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings), Act 1970 having its Head Office at No. 112, J C Road, Bengaluru-560002, with branches spread over India and Abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri. _____ (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

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

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

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR/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 refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.
- The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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 specific period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

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

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

7. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

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

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

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

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

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

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

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

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

8. FALL CLAUSE

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

In order to achieve these goals, the BUYER will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

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

BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY
Designation	
Name of Wing	
Canara Bank	

Witness

Witness

Note: Pre-contract integrity pact shall be submitted in Non-Judicial stamp paper.

TECHNICAL QUESTIONNAIRE

NOTE: This questionnaire has to be submitted after surveying the entire building blocks and site area of Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009.

1	No. of labour force your company proposes to employ if the work is awarded, with complete breakup details.	
2	Type and number of machineries and equipments your company proposes to use for the work. Whether machines will be used for cleaning the floors or manual mopping will be done.	
3	Total No. of persons will be employed for the above works and age profile of the labour force you would propose to employ for the works	1) MALE : 2) FEMALE : 3) AGE :
4	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.	<input type="checkbox"/> ACCEPTED <input type="checkbox"/> NOT-ACCEPTED
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 Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009 FOR 3 YEARS PERIOD.

Description of work			
To provide housekeeping services to Canara Bank, Head Office Annex Building, 2 nd Cross, Gandhinagar, BENGALURU-560 009 which is fully described under 'About the building and requirements', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works' as per clause 12 of Part-E.			
RATE TO BE QUOTED ON LUMP SUM BASIS(EXCLUDING GST)			
Particulars	Labour Cost Rs.	Material Cost Rs.	Total Cost Rs.
Rate for first year			
Rate for second year			
Rate for third year			
Total amount (three years) in figures (excluding GST): Rs.			
Total amount (three years) in words (excluding GST) Rupees:			

Note:

- 1. BIDDERS ARE REQUESTED TO QUOTE SEPARATELY FOR LABOUR COST AND MATERIAL COST. HOWEVER, SELECTION OF BIDDERS WILL BE FINALISED ON THE BASIS OF TOTAL COST BASIS.**
- The rate quoted should be on lump sum basis i.e. Labour cost + material cost 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.
- 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.
- Minimum wages- As applicable in Bengaluru, Karnataka State.
- Tender of bidders who do not comply minimum wages as above are liable for rejection.

Place: BENGALURU

Date:

SIGNATURE OF TENDERER WITH SEAL



PART – II PRICE BID

NAME OF WORK – HOUSEKEEPING AND GENERAL CLEANING WORKS AT Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009 FOR 3 YEARS PERIOD.

Description of work			
To provide housekeeping services to Canara Bank, Head Office Annex Building, 2 nd Cross, Gandhinagar, BENGALURU-560 009 which is fully described under 'About the building and requirements', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works' as per clause 12 of Part-E.			
RATE TO BE QUOTED ON LUMP SUM BASIS(EXCLUDING GST)			
Particulars	Labour Cost Rs.	Material Cost Rs.	Total Cost Rs.
Rate for first year			
Rate for second year			
Rate for third year			
Total amount (three years) in figures (excluding GST): Rs.			
Total amount (three years) in words (excluding GST) Rupees:			

Note:

- 1. BIDDERS ARE REQUESTED TO QUOTE SEPARATELY FOR LABOUR COST AND MATERIAL COST. HOWEVER, SELECTION OF BIDDERS WILL BE FINALISED ON THE BASIS OF TOTAL COST BASIS.**
2. The rate quoted should be on lump sum basis i.e. Labour cost + material cost 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.
3. 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.
4. Minimum wages- As applicable in Bengaluru, Karnataka State.
5. Tender of bidders who do not comply minimum wages as above are liable for rejection.

Place: BENGALURU

Date:

SIGNATURE OF TENDERER WITH SEAL

To be submitted by the Successful Bidder

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

	Performa for working out wages of workers as per minimum wages ACT as applicable in Bengaluru, Karnataka State			
	Rate is for the per no of the employer to be deployed			
SL NO	CATEGORY OF STAFF	SUPER VISOR	PLUMBER	HOUSEKEEPING STAFF
	Break Up/ Hours of work	8 hrs	8 hrs	8hrs
1	Basic			
2	DA			
3	HRA			
4	Conveyance Allowances			
5	SUBTOTAL			
6	ESIC @ 3.25% or as per guidelines on 5			
7	PF @ 13 % on 1 & 2 or as per guidelines			
8	Bonus @ 8.33 % on 1& 2 or as per guidelines			
9	Gratuity @ 4.81 % on 1 & 2 or as per guidelines			
10	Leave Wages @5.77% on 1 & 2 or as per guidelines			
11	Uniform Expenses			
12	Telephone Charges for the supervisors			
13	Identity Card/ Payment slips office expenses			
14	Police verification charges			
15	Any other charges			
16	Sub total 5 to 15			
17	service charges on 16			
18	Total per person / 8 hrs			
19	Total per person / month *			
	* GST will be payable extra by Bank.			

Name of Authorised signatory

Designation

Name of company

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 building at Canara Bank, Head Office Annex Building, 2nd Cross, Gandhinagar, BENGALURU-560 009

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 (BG)/ Canara Bank deposit receipt as mentioned in the conditions. Both the EMD & BG/Deposit Receipt 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 specified 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:

ANNEXURE – D

ITEMS TO BE PROVIDED AT GENERAL MANAGERS CABINS/TOILETS

- 1) Liquid Soap – Dettol/Fem brand/Lifebuoy
- 2) Soap – Mysore Sandal/Cinthol/International Lux
- 3) Tissue paper box – Premier brand
- 4) Toilet roll – Premier brand
- 5) Buckets & Mugs – Bite brand
- 6) Room spray – Reputed brand
- 7) Room freshner cakes – Reputed brand

ITEMS TO BE PROVIDED AT GENERAL TOILETS

- 1) Naphthalene balls – Reputed brand
- 2) Toilet deodorant cakes – Reputed brand
- 3) Soap oil for hand wash – Dettol/Sonic brand
- 4) Phenyl – Germisol/Nilgiris/Sonic brand
- 5) Perfume with phenyl – Reputed brand (Jasmine perfume)
- 6) Buckets & Mugs – Brite brand

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

ANNEXURE – E

Bank Guarantee Format for Security Deposit

Guarantee No.....
Amt. of Guarantee Rs.....
Guarantee cover from Dated:
To Dated:
Last Date for Lodgment of claim :
To
.....
.....

1) In consideration of(hereinafter called “Beneficiary”) having agreed to exempt.....Ltd., having its Registered Office situated at(hereinafter called “the Obligor(s)”) from the demand of Security Deposit of Rs.....(Rupeesonly) under the terms and conditions of an agreement dated(hereinafter called the “said Agreement”) for the due fulfilment by the said Obligor of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.....(Rupees.....only), at the request of the Obligor a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at amongst others a branch at(hereinafter referred to as “the Bank”)has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligor(s) of any of the terms and conditions contained in the said agreement.

(2) We, the Bank do hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator’s failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

- (3) We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before..... we shall be discharged from all liabilities under this guarantee thereafter.
- (4) We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance by the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
- (5) We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
- (6) Notwithstanding anything contained here in :
 - (i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....only)
 - (ii) This Bank Guarantee is valid upto.....: and
 - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE

ANNEXURE - F

SATISFACTORY PERFORMANCE CERTIFICATE

This is to Certify that M/s_____ is undertaking General Cleaning and House Keeping Works at _____ from _____ to _____ and the overall services rendered by the company are satisfactorily.

Date:

Place:

Signature of the Authorised Person with seal

ANNEXURE- G
DECLARATION

(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

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

Dated:

Signature & Name of the Bidder with seal

Annexure - H
CERTIFICATE

(On letter head of the Company / Firm)

To
The Assistant General Manager,
Canara Bank
Maintenance cell,
Premises and Estate Section,
G A Wing, Head Office,
112 J C Road
Bengaluru - 560 002

Dear Sir,

Bid Number: xxxxx Dt:

This is to certify that we have read the clause regarding restrictions on procurement/services from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:

- a) An entity incorporated, established or registered in such a country
- b) A subsidiary of an entity incorporated, established or registered in such a country
- c) An entity substantially controlled through entities incorporated, established or registered in such a country
- d) An entity whose beneficial owner (as per definition attached) is situated in such a country
- e) An Indian (or other) agent of such an entity
- f) A natural person who is a citizen of such a country
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2. Further, it is certified that provisions of paragraph 10 of the above order are not applicable to us in respect of captioned RFP.

Place:

Signature:

Date:

Name & Designation

Company Seal

Definition of “Beneficial Owner”

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

Explanation-

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

.....

ANNEXURE - I

Authorization letter format

To
The Asst General Manager,
Maintenance Cell, Premises & Estate Section,
G A Wing, Canara Bank, Head Office
112 J C road,
Bengaluru - 560 002

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - _____ Dt _____.

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

The specimen signature is attested below :

Specimen Signature of Representative

Signature of Authorizing Authority
Authority

Signature of Attesting

Name of Authorizing Authority

Annexure - J

PURCHASE PREFERENCE

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

1. Micro & Small Enterprises [MSEs]:

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

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.

- 1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3. Procurement through Local Suppliers (Make in India):

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

- 3.1. “Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject

to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.

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

- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- 3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.10. Ministry of Electronics and Information Technology (MeitY):

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

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

3.11. Department of Telecommunications (DoT):

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

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

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

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

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

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

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

7.1 Public Procurement Policy for MSE 2012

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

ANNEXURE-K
NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at _____

BETWEEN:

Canara Bank, a body corporate incorporated under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 112 J C Road Bengaluru (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “Contractor” which expression shall unless repugnant to the subject or context thereof, shall mean and include its Partners, Directors, Employees, Sub Contractors, successors and permitted assigns) duly represented by proprietor/ partners

1. Sri./Smt _____ aged ____years, son of Sri. _____, residing at _____
2. Sri./Smt _____ aged ____years, son of Sri. _____, residing at _____ (hereinafter referred to as Contractor)
3. Sri./Smt _____ aged ____years, son of Sri. _____, residing at _____ of the OTHER PART;

Whereas Canara Bank has invited sealed tenders on lump sum rate (labour cost + material cost) basis from pre-qualified Contractors for housekeeping and general cleaning works at _____. The Contractor was shortlisted and emerged successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of the Contractor by Canara Bank, Head Office vide their letter

And whereas as per tender documents, the Contractor has to enter into a Non Disclosure Agreement before starting the work.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. “Confidential Information” means non-public information that Bank designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

The Contractor shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge or communicate such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

It shall be presumed that Contractor has executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.

Notwithstanding the foregoing, nothing herein shall prevent the Contractor from disclosing all or part of the Confidential Information as required by a governmental agency or by order of a court, or when disclosure is otherwise required by law. Provided however, that prior to any such disclosure, the Company/Service Provider/Vendor shall, (i) promptly notify the Bank in writing of such requirement to disclose and (ii) co-operate fully with the Bank, at the expense of the Bank, in protecting against any such disclosures to the extent permissible by law and / or obtaining a protective order.

Contractor acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

Dated this _____ day of _____ 2021 at _____