



PREMISES & ESTATE SECTION
CIRCLE OFFICE, VIPIN KHAND
GOMTI NAGAR, LUCKNOW
PHONE: 0522-2307611 (E-MAIL: pecoluck@canarabank.com)

TENDER DOCUMENT FOR HOUSEKEEPING & GENERAL CLEANING WORKS

IMPORTANT

- ❖ TECHNICAL BID: TO BE SUBMITTED IN SEPARATE ENVELOPE ALONG WITH EMD
- ❖ FINANCIAL BID: TO BE SUBMITTED IN SEPARATE ENVELOPE.
- ❖ BOTH THE ENVELOPES SHOULD BE SEALED COVER SUBSCRIBING THE NAME OF WORK

TENDER DOCUMENT ISSUED TO

M/S _____

ON _____

TENDER REF: LCO/UPKEEP/176/18-19

Premises & Estate Section
Circle Office, Vipin Khand
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VIPIN KHAND, GOMTI NAGAR
LUCKNOW - 226010
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TECHNICAL AND COMMERCIAL BID

PART A - NOTICE INVITING TENDER (NIT)	17.02.2019
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Sealed tenders on lumpsum rate basis are invited from **pre-qualified Contractors** FOR HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK, CIRCLE OFFICE BUILDING, VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010 for three years period. Tender Documents may be downloaded from our Bank Website www.canarabank.com or can be obtained from Premises & Estate Section, Canara Bank, Circle Office, Vipin Khand, Gomti Nagar, Lucknow during working hours from **18.02.2019 to 08.03.2019**

Earnest Money	:	Rs. 1,00,000/- (One lakh only) by crossed demand draft payable at LUCKNOW in favour of 'CANARA BANK, CIRCLE OFFICE, LUCKNOW'.
Last date & time of submission of tender	:	On or before 03.00 PM, 11.03.2019 as per instructions in the tender documents
Place of Submission and opening of Bids	:	Canara Bank, Premises & Estate Section, Circle Office, Vipin Khand Gomti Nagar, Lucknow
Time and date of Pre-Bid Meet	:	03:00 PM on 06.03.2019
Time and date of opening of Technical bid	:	03.30 PM on 11.03.2019
Time and date of opening of Financial bid	:	03:30 PM on 14.03.2019
Components of Tender	:	Part A - NIT Part B - General Rules & Instructions to tenderer Part C - Eligibility criteria for shortlisting Part D - General Conditions of Contract Part E - Details of the Building and Requirements Part F - Scope of works Schedule A, Annexure A, B , C & D, Part II - Price bid

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PART B - GENERAL RULES AND INSTRUCTIONS TO THE TENDERER

1. Sealed Tenders for the works as per the Scope of Works detailed in PART E are hereby invited from eligible Contractors as per the eligibility criteria of this tender (PART C).
2. Tenders should be addressed to the Divisional Manager, Premises & Estate Section, Canara Bank, Circle Office, Vipin Khand, Gomti Nagar, Lucknow-226010 to be submitted in a sealed cover along with EMD and super scribing the name of work and name and address of the Tenderer.
3. The sealed tenders will be received by the Premises & Estate Section, Canara Bank, Circle Office, Vipin Khand, Gomti Nagar, Lucknow on or before the last date and time of submission specified in NIT.
4. The technical bid of the tender will be opened at Canara Bank, Premises & Estate Section, Circle Office, Vipin Khand, Gomti Nagar, Lucknow-226010 on **11.03.2019** at **03.30 pm**.
5. The local address of the Contractors, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number (both office and residence), mobile and fax numbers and email.
6. All entries in tender documents should be in one ink. Eraser and over writing are not permitted. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
7. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document before submitting tender.
8. The rate should be quoted in figures as well as in words in Indian Currency only.
9. In case the rate quoted in figures differs from those quoted in words, **the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.**
10. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. **No claim for enhancement in rates at any point of time during the Contract Period** will be entertained on this account after acceptance of the tender.
11. The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipments deployed, contractors profit, transportation charges and all statutory levies, taxes such as "Octroi, sales tax, VAT, excise duty, PF, ESI but excluding GST arising from Act passed by Parliament or State Legislature and rules framed there-under. The rates shall be quoted on the format as per Part-II.

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12. The tenderer shall note that 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 on any account.
13. The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender, for acceptance by Bank. The quoted rates shall be firm for the contract period and no escalation in rates are payable on any grounds.
14. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
15. The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
16. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
17. The tenderer shall deposit a sum of Rs. 1,00,000/- Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Canara Bank, Circle Office, Lucknow.
18. The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
19. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
20. The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
21. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
22. Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

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23. 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.
24. All the parts of this tender document 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.
25. The EMD of unsuccessful tenderers shall be returned within 15 days after award of work.
26. The EMD of successful tenderers shall be returned within 15 days after submission of Performance Guarantee.
27. The cost of Tender document is Rs. 500/-. The same may be obtained by submitting the DD of Rs. 500.00 (Rupees Five hundred only) in favour of Canara Bank payable at Lucknow. In case the tender document is downloaded online then DD of Rs. 500.00 (Rupees Five hundred only) in favour of Canara Bank payable at Lucknow has to be submitted along with the tender documents. **Note: Tenders without application fee of Rs. 500/- will be rejected and will not qualify for financial bid.**
28. No union formation is allowed.
29. The Technical bid shall be submitted in sealed cover subscribing “**TECHNICAL BID FOR HOUSEKEEPING & GENERAL CLEANING WORKS AT CIRCLE OFFICE, LUCKNOW**”
30. The Financial bid shall be submitted in sealed cover subscribing “**FINANCIAL BID FOR HOUSEKEEPING & GENERAL CLEANING WORKS AT CIRCLE OFFICE, LUCKNOW WITH EMD**”

DEPUTY GENERAL MANAGER
CANARA BANK, P&E SECTION
CIRCLE OFFICE, LUCKNOW

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PART C - ELIGIBILITY CRITERIA FOR SHORTLISTING

1. Minimum 3 years of experience as on 31.03.2018 in offering complete building upkeep and housekeeping to reputed organizations/MNCs, banks, Institutions, Commercial establishments on annual contract basis.
2. The Agency should have at least one valid contract for similar work (refer scope of works) at Lucknow for a multi-storied building with a built-up area of minimum of 50,000 sqft in last 2 years.
3. The average annual turnover of the Agency should be at least Rs. 25 lacs in the last three accounting years ending 31.03.2018. Proof of which shall be submitted by way of IT returns, Audited Balance Sheet, Profit & Loss Statements or Auditor's Certificate.
4. The Agency should have valid GST registration number, PAN number, PF registration Number, ESI registration Number and copy of same to be submitted.
5. Applicant should have an established office with required manpower at Lucknow in order to provide to uninterrupted service.
6. The agency/firm should submit Integrity pact Agreement duly filled and Signed as per Annexure C.

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

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

SIGNATURE OF THE TENDRER WITH SEAL

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PART D - GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

SITE means **CANARA BANK, CIRCLE OFFICE BUILDING, VIPIN KHAND, GOMTI NAGAR, LUCKNOW**

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

1. SECURITY DEPOSIT:

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

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

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

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

1.5. The Bank shall invoke the Performance Bank guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his 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 any one without the prior written approval of Canara Bank.

4. The contractor or his authorized representative shall be in attendance in Canara Bank premises during all working hours for supervising the work. For any negligence of the service

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

9. **TERMINATION:**

- ❖ 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.
 - ❖ As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the security deposit paid by the contractor shall stand forfeited.
10. The contractor shall follow such Act, rules and regulations of the State/Central Government that are in force and that may be framed from time to time for completion of work. Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.
 11. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

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12. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.
13. STATUTORY DEDUCTION towards INCOME TAX will be made as per Rules. Income Tax will be deducted in every monthly bills payable to contractor.
14. Prevailing Minimum Wages as notified by Regional Labour Commissioner (Central) has to be paid to the labourers employed by Contractor.
15. Payment to the labourers shall be paid on or before 7th of every month and confirmed to the Bank.
16. The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
17. Goods & Service Tax charged by the Contract shall be reimbursed after production of receipts. The contractor must have a valid GST no., PAN number.

18. LABOUR:

- 18.1 The Contractor shall employ suitable labour to maintain the required quality of cleaning to the satisfaction of the Bank.
- 18.2 The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out works. The Contractor shall submit on the 4th and 19th of every month to the Bank a statement showing in respect of the second half of the preceding month and the first half of the current month (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- 18.3 The contractor shall apply and obtain license under the contract labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- 18.4 The minimum age of the labour employed shall not be below 18 years.
- 18.5 The contractor shall comply with the provisions of the Workmen's Compensation ACT 1923. the payment of the Wages Act 1936, Factories Act, Minimum Wages Act 1948, Employment of Children Act 1938, Employers Liability Act 1938, Industrial Disputes Act 1947 and other Acts 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

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Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to Canara Bank as aforesaid shall be deemed to be deducted by Canara Bank or may be recovered by the management of Canara Bank from the contractor in the other manner.

- 18.6 The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- 18.7 As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- 18.8 As regards the Employees provident fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
- 18.9 The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- 18.10 The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories. The contractor shall disburse the wages in the presence of the Bank's representatives and obtain their signature in the payment register on or before 7th of every month. If it falls on Sunday payment shall be made on previous day.
- 18.11 The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- 18.12 The tender is purely contractual in nature and does not guarantee any employment in Canara Bank.

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

- 19.1 Before commencing the work, contractor submits a SAFETY PLAN 'to the authorized Canara Bank official. The 'SAFETY PLAN' shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara Bank decision in this respect.
- 19.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.
- 19.3 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Canara bank officials:-
Safety Helmets conforming to IS-2925:1984
Safety Shoes conforming to IS-1989:1978.
Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
Hand and body protection devices conforming to:
IS-2573:1975
IS-6994:1973
IS-8807:1978
IS-8519:1977
- 19.4 Where it becomes necessary to provide and/or store petroleum products, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- 19.5 All electrical equipment's connection and wiring for equipment's, 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 safe plugging system to source of power and be appropriately earthed.
- 19.6 The contractor shall adopt all fire safety measures.
- 19.7 Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- 19.8 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,

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equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

- 19.9 **INDEMNITY BOND** : Contractor shall sign an Indemnity Bond in an approved format as per ANNEXURE A before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work and for violating rules and regulations for which the contractor shall be solely responsible.
- 19.10 In case of any damage to property by the contractor, Canara Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the Contractor.
- 19.11 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 payments due to the contractor, after notifying suitably and giving him opportunity to present his case.
- 19.12 In the event of any damage to the loose furniture's, interiors, computers and such other equipments or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.
- 19.13 If the contractor fails to improve the standards of safety in its operation to the satisfaction of Canara Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Canara Bank official, Canara bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by Canara Bank.
- 19.14 The contractor shall submit report of all accidents, property damage, and dangerous occurrence to the authorized Canara Bank official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by Canara Bank. In addition, the contractor to the authorized Canara Bank official shall also submit periodic reports on safety from time to time as prescribed.
- 19.15 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.
- 19.16 At any point of time, the contractor has to provide the total manpower including supervisor as per PART -E of the tender documents.

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20. ARBITRATION

- 20.1 All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to Canara Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- 20.2 For the purpose of appointing the sole Arbitrator referred to above, Canara Bank will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- 20.3 The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to Canara Bank within thirty days of receipt of the names. Canara Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority of Canara Bank shall make the selection and appoint the selected person as the Sole Arbitrator.
- 20.4 If Canara Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to Canara Bank a panel of three names of persons who shall all be unconnected with either party. Canara Bank shall on receipt of the named as aforesaid select anyone of the persons name and appoint him as the Sole Arbitrator. If Canara Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.
- 20.5 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 20.6 The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the

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award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

20.7 The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

21. The details of the building and the requirements shall be as per Part - E.

22. The Scope of work shall be as per Part - F.

23. **PAYMENT TERMS:** The payments shall be on monthly basis on format prescribed by Bank, subject to production of Attendance Register, Proof of payment of wages, ESI, PF and filing returns to Statutory Authorities.

24. The successful tenderer shall enter into agreement with the Bank on the format as per ANNEXURE - B within fifteen days from the date of acceptance of the tender.

25. **FORFEITURE OF EMD:** Bank reserves the rights to cancel the order and forfeit the EMD if,
- Security Deposit is not submitted within the stipulated time;
- Agreement is not entered within stipulated time;

26 . **INTEGRITY PACT.**

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

Sri Hari Santosh Kumar : hsantosh50@gmail.com

Sri Dilip Mavinkurve : dilipmav@gmail.com

SIGNATURE OF THE TENDERER WITH THE SEAL

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PART- E : DETAILS OF THE BUILDING AND REQUIREMENTS

1. The Circle Office building of Canara bank has a total land area of 68,385.81 SQ.FT.
2. The premises consists of 1 No.s DG sets, electrical substation, sump tanks for domestic & fire fighting arrangement, pump room to facilitate pumping of water from the sump to the overhead tanks as well as pumps for the fire fighting systems. The site also consists of founder's statue, MS grilled compound wall and gates, security shed, car and scooter parking lots, garden area, sanitary chambers, pathways, garbage dumping area etc.,

All the above buildings, amenities, 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 Circle office works regularly for six days in a week. However, the housekeeping works will have to be taken up for all the days. Sundays can be used for extensive cleaning works. The contractor to engage in housekeeping services during 6.00 am in the morning to 12.00 midnight. After office hours (i.e 5 pm on all days and on 2nd & 4th Saturdays), there shall be minimum of 10 Nos sweepers / cleaners and 2 supervisors upto 12 midnight to take care of. The entire internal and external premises shall be spic and span before 09:00 am every day.
4. All the cleaning materials and consumables such as brooms, mops, buckets, liquid soap, duster and other consumables required for providing the above service has to be procured by the Housekeeping Agency during period of the work. No increase of rate will be considered due to any escalation in the cost of materials. Canara Bank will not supply any of the required items nor make additional payment for the said items.
5. The contractor shall bring all the required equipment for cleaning like machines, vaccum cleaners and other equipments to be used for the housekeeping and cleaning works. Maintenance of such equipments including the cost of spares is the responsibility of the contractor only.
6. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
7. The contractor or his authorized representative should be available in the Circle Office building to supervise and control his workers and take down instructions from the Officer-in-charge of the Bank.
8. The workers and the staff of the contractor working in the premises will have to maintain with proper discipline. The contractor shall provide his workers with proper safety appliances and equipments and Canara Bank shall not be responsible for accidents and injuries caused to his labour during the course of their work.

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9. For working in the Circle office building, the workmen and supervisory staff of the contractor shall obtain entry pass issued by the security department of Canara Bank. All the staff of contractor may be required to undergo security check as per the rules and regulations of Bank from time to time.
10. The workers / labourers employed by your company will be checked by Bank's Security personnel if required.
11. The facility Manager and supervisors should be provided with mobile phones for communication.
12. All the labourers (male and female) should maintain personal hygiene, nails should be cut, neatly groomed and should maintain strict discipline within the building premises.

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

	Supervisors	2 Nos (From 06:00AM to 01:00 PM - 1 No From 01:00PM to 09:30 PM - 1 No)
	Housekeepers (Male/female as required by the Bank)	27 Nos (From 06:00AM to 01:00PM - 18 Nos From 01:00PM to 09:30PM - 9 Nos)

SIGNATURE OF THE TENDERER WITH SEAL

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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 services: The daily chores to be carried out are as follows:

- 1.1. The floors shall be mechanically cleaned / vacuum cleaner minimum once a day and wet mopped at least thrice daily as the case can 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 glazing's, 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.,

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- 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.

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 perfumes are to be sprayed twice a day in each lift to keep the lift atmosphere in good fragrance and acceptable general ambience.
- 3.3. Carpets shall be got spot shampooed at least once in three months and totally shampooed annually from approved agencies.
- 3.4. All floors, furniture, equipment, machinery, stair cases etc., in all buildings shall be presentable, spic and span at any point of time.
- 3.5. Shifting of telephone units, computers, loose furniture's, chairs, tables, admirals, filing racks, compactors, etc., within the building from one location to other required location as per the instructions of the Officer-in-charge of Bank.

4. Rodent and pest control:

- 4.1. All the buildings as well as outside areas within the compound wall shall always be kept free of rodents and pests like cockroaches, mosquitoes, ants, termite, etc. 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.
- 4.2. 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 CO building premises regularly to ensure the rodent and pest free premises.
- 4.3. Tools for rodent and pest control should be procured by the housekeeping agency; Bank will not be providing any tools.

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

- 5.1. Daily sweeping of the paved areas / roads / hard areas by mechanical sweeping machine and manual sweeping in areas where mechanical sweeping is not practical.
- 5.2. Daily sweeping and wet moping of internal areas of utilities buildings, dispensary, domestic water pump room, fire fighting sump room, security blocks, etc.,
- 5.3. Cleaning of water drains and removal of dried leaves, paper, dead animals, etc., daily.
- 5.4. Cleaning of dried leaves and dust particles at the main entrance gates every hour.
- 5.5. Maintenance of valve chambers, inspection chambers, manholes, sewer lines including immediate clearance of blockage, if any.
- 5.6. Cleaning / dusting of the gates and boards.
- 5.7. Cleaning / dusting of the ornamental compound wall inclusive of wiping of electrical fixtures on alternate days.
- 5.8. Removal of debris / garbage and transporting the same outside the premises and disposing in designated area of LMC on daily basis as identified and directed by officer-in-charge.
- 5.9. Cleaning of front portico for both ceiling and top surface.
- 5.10. Dewatering and cleaning of the overhead tanks as required by Officer-in-charge of Bank.
- 5.11. Cleaning of external facade of the entire building blocks taking all safety measures as required at the entrance and in the atrium portion - quarterly.
- 5.12. Daily cleaning of founders' statue and bust and arranging for garlands.
- 5.13. Cleaning of overhead tanks and sumps - monthly twice.
- 5.14. Cleaning of terrace area- weekly twice.

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

- 6.1. Cleaning of all toilets, wiping of WC seats, flush fittings, floors, dadoing etc.,

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- 6.2. Cleaning of all sinks and counter tops, partitions, urinary stalls, wash room mirrors, etc.
- 6.3. Removal of garbage / trash and replacement of waste basket underliners.
- 6.4. Weekly scrubbing of toilet floors.
- 6.5. Restocking the washroom supplies like toilet paper, tissues, soaps, etc.,
- 6.6. 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.
- 6.7. Providing and placing of toilet refreshners.
- 6.8. Providing and spraying of room freshners.
- 6.9. Removal of internal blockages in fixtures, pipes and specials.

7. Housekeeping services in board room, conference rooms :

- 7.1. There is a conference rooms and board room within dining room and attached kitchen to it. 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.
- 7.2. Good quality perfumes are to be sprayed twice day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.

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Schedule- A**Details about the tenderer to be furnished by the tenderers****CHECKLIST** (To be filled by Applicants)

1	Have you signed in all the sheets ?	Yes/No
2	Whether Copy of PAN/GST registration copy enclosed?	Yes/No
3	Whether requisite application fee by DD is paid ? If yes, fill the details in the below table.	Yes/No
4	Whether enclosed proof of year of establishment?	Yes/No
5	Whether proof of average annual financial turnover enclosed?	Yes/No
6	Whether documentary proof of having undertaken the works is enclosed?	Yes/No
	If yes, No. of certificate enclosed	

Details of the Application Fee:

NAME OF BANK	DD NUMBER	DD DATE	FAVOURING	AMOUNT

PRE-QUALIFICATION OF AGENCIES:

1. Name of the Vendor :
- Address :
- Contact Details
- Office :
- Residence :
- Mobile :
- Fax :
- E-Mail :
2. a) Status of the Tenderer
Whether proprietary / partnership /:
Pvt. Ltd. / Public Ltd.,
- b) Name of the Proprietor, Partners, :
Directors
- I)
- II)
- III)

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- c) Year of establishment :
3. Registration with Registrar of Companies (No. & Date) :
4. Registration with Tax Authorities :
- a) Income-tax no.PAN/GIR NO (furnish copies of Income-tax Returns) :
- b) GSTIN (Furnish copy of Regd. certificate) :
5. Turnover of the Company/tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.

Sl. No.	Year	Turnover
1	2017-18	
2	2016-17	
3	2015-16	

6. Registration with Government / Public Sector / Banks

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

7. Name & relation, if any, with the staff member of CANARA BANK :

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8. Details of similar work executed during the last 2 years as on 31.03.2018 (to satisfy point No.2 of the eligibility criteria)

Sl .No .	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Locati on of the work	Actual Value of the works	Stipulat ed time for complet ion	Actu al time for com pleti on	If work left incomplete 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.

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

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

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

DECLARATION

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

Place :

Date :

**SIGNATURE OF THE TENDERER
NAME & DESIGNATION
SEAL OF ORGANISATION**

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ANNEXURE - A
INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at LUCKNOW on this _____ day of _____ month of year two thousand and nineteen (2019) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____ (hereinafter referred to as Contractor)

In favour of

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

Whereas Canara Bank has invited sealed tenders on lumpsum rate basis from pre-qualified Contractors for housekeeping and general cleaning works at **Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow 226010**. The Contractor was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Canara Bank, Head Office vide their letter.....

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

In consideration of Canara Bank having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Canara Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, 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

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ANNEXURE - B**CONTRACT AGREEMENT FORMAT**

This agreement made on this _____ day of the month of _____ in the year two thousand and nineteen (_____. 2019) BETWEEN, **Canara Bank** a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bengaluru- 560 002, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART :

AND

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

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____.2019 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 and requirements, 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 _____
 - f) Letter of Acceptance issued to contractor by Bank - letter No. _____ DT _____.

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g) 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 hands and seals the day and year first above written.

For & on behalf of the
Contractor with seal

For & on behalf of the
Canara Bank with seal

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ANNEXURE - C

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bengaluru 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "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

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

1.3. 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 is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHERAS 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 PROVIDER 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:-

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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/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, 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:

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, organization 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 BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/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 that 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.

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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 bidding process, or to any person, organization 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/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, 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.

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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 Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

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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. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(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 from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(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 for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(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.

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

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

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 organization/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 organization/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.

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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 Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() 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 BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

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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 Lucknow.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER/CEO /AUTHORISED SIGNATORY

Name of the Officer

Designation

Name of Wing

Canara Bank

Witness

Witness

1.

1.

2.

2.

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ANNEXURE D**ITEMS TO BE PROVIDED AT GENERAL MANAGER CABINS/DEPUTY GENERAL MANAGER CABINS/ASSISTANT GENERAL MANAGER CABINS/DIVISIONAL MANAGER CABINS/ TOILETS**

1. Liquid Soap - Dettol/Godrej
2. Soap - Mysore Sandal
3. Tissue paper box - Premier brand
4. Toilet roll - Premier brand
5. Bucket & mugs - Brite brand
6. Room spray - Sugandho (Citrus/Lavender)

ITEMS TO BE PROVIDED AT GENERAL TOILETS

1. Toilet deodorants - Godrej Aer
2. Soap Oil for Handwash - Dettol/Lifebuoy
3. White Phenyl - Reputed brand
4. Perfume Pheynl - Reputed brand (Jasmine)
5. Bucket & mugs - Brite brand
6. Urinal Screen (Gents Urinal) - Reputed make

NOTE:

1. Any other equivalent brand with approval of the bank can also be used.
2. All above mentioned consumables items to be adequately stocked in Canara bank premises in order to provide un-interrupted service.
3. Original viscosity of the soaps to be used at all the times.

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TECHNICAL QUESTIONNAIRE

NOTE: This questionnaire has to be submitted after surveying the entire building blocks and site area of Canara Bank , Circle Office, Vipin Khand, Gomti Nagar, Lucknow 226010

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

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

SIGNATURE OF THE TENDERER WITH SEAL

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