



TENDER DOCUMENT FOR SELECTION OF AGENCY/CONTRACTOR FOR
RENDERING HOUSEKEEPING SERVICES AT CIRCLE OFFICE, GUWAHATI &
REGIONAL OFFICES AT GUWAHATI, TEZPUR, SILCHAR.

TENDER REFERENCE NO: RFP/P&E/99/2021

DATE OF TENDER ISSUE: 23.12.2021

THIS TENDER CONSISTS OF TWO BIDS:

PART I : TECHNICAL BID

PART II : PRICE BID SEPARATE FOR EACH OFFICES.

Issued By:

Premises & Estate Section

CANARA BANK Circle Office: GUWAHATI

1ST Floor, Dee Bee Grande, Panjabari Road, Six Miles, Guwahati-781022, Assam

Telephone :0361 -2334020; 7050559575; 9402168214

E-mail : pecoguw@canarabank.com

Total Pages: 66.

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NOTICE INVITING TENDER (NIT)

Canara Bank, Premises & Estate Section, Circle Office, 1st Floor, Dee Bee Grande, Panjabari Road, Six Miles, Guwahati invites sealed tender for the work mentioned below:

1). Name of the work:

To carry out Housekeeping services at Canara Bank, Circle Office, Guwahati and Regional offices at Guwahati, Tezpur, Silchar.

2). Application fees (Non-refundable):

Rs.590/- non - refundable fees by way of Demand Draft drawn in favour of "Canara Bank, Circle Office, payable at Guwahati obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'Tender fee for selection of Contractor for carrying out Housekeeping services at Canara Bank, Guwahati also mentioned Firm name and GSTN on backside of DD and the same should be submitted along with Technical Bid. The application cost will not be refunded at any circumstances.

2). Earnest Money Deposit (EMD) Amount:

Rs.50,000/- by way of Demand Draft drawn in favour of "Canara Bank, Circle Office, payable at Guwahati obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'EMD for selection of Contractor for carrying out Housekeeping services at Canara Bank, Circle Office and the same should be submitted along with Technical Bid. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.

3). Initial Security Deposit (ISD) Amount:

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

3). **Time for Commencement of work:** Immediately after awarding of contract by the Bank.

4). **Proposal Format and Submission Procedure:**

Two Bid System shall be strictly followed. Technical Bid and Price Bid have to be submitted separately. Joint bids will not be accepted by the Bank. Price bid for Circle office, Guwahati Regional offices at Guwahati/Tezpur/Silchar as per prescribed format to be submitted in a separate envelope.

Each Tenderer has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Tenderer will have to go through two stages of process viz.

Stage - 1: Technical Assessment based on eligibility criteria and documents submitted.

Stage - 2: Opening of Price Bid.

Tenderers should first qualify in Stage 1 to become eligible for consideration for Stage 2.

SI No	Item Description	Reference
1	Scope of Works and eligibility Criteria	Annexure 1
2	General rules and instructions to Tenderer	Annexure 2
3	General Conditions of Contract	Annexure 3
4	Details of the premises for Housekeeping	Annexure 4
5	Approved items to be utilized for carrying out housekeeping services	Annexure 5
6	Contract Agreement Format	Annexure 6
7	Indemnity Bond Format	Annexure 7
8	Bank Guarantee format for Initial Security Deposit (ISD)	Annexure 8
9	Integrity Pact	Annexure 9

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

SI No	BID DOCUMENTS
A.	Technical Bid - ENVELOPE - A

1	Application
2	Check List for Enclosures
3	Tender offer
4	Certificate of Conformity
5	Self Declaration
6	Integrity Pact

B.	Price Bid - ENVELOPE - B
1	Price Bid

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

DETAILS OF THE TENDER:

PARTICULARS	DETAILS
Date of Issue of Tender	23.12.2021
Application fees (Non-refundable)	Rs.500/- + GST.
Earnest Money deposit	Rs.50,000/-
Initial Security Deposit	As per Clause 28 & 29 of General rules and instruction to Tenderer
Period/Validity of Contract	3 years from the date of agreement
Date of Pre bid meeting	05.01.2022 at 3.00 PM Place; Canara Bank Circle Office, 1 st Floor Dee Bee Grande, Panjabari Road, Six Miles, Guwahati-781022
Last date and time for submission of the tender	27.01.2022 upto 4.00 PM
Date and time of Opening of the Tender - Technical bids	28.01.2022 at 12:00 PM.
Date of opening of Price Bid	Date and time will be informed to the Qualified Tenderer. The communication will be sent through letter or e-mail.
Contact No.	0361-2334020/ 7050559575/9402168214

Note:

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

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

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

A copy of the tender document could also be downloaded from www.canarabank.com

**ASSISTANT GENERAL MANAGER
PREMISES & ESTATE SECTION
CIRCLE OFFICE**

Place: Guwahati

Date: 23.12.2021

ANNEXURE 1

SCOPE OF WORK & ELIGIBILITY CRITERIA

Scope of works: HOUSEKEEPING SERVICES

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

- 1.1. The floors shall be mechanically cleaned / vacuum cleaner minimum once in a day and wet mopped at least twice 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 once in a day or as per need. The dustbins shall be cleared daily at least once in the morning or wherever necessary.
- 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 in assigned floors to be cleaned neatly on daily basis.
- 1.6. Cleaning of name plates of section, executives, and floor name plates daily.
- 1.7. Water cans and water bottles have to be refilled for all the staffs wherever necessary.
- 1.9. Flower pots maintenance.

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

2. Internal Housekeeping services - Weekly 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.
- 2.5. The door and window frames, panels shall be wiped with a dry mop.
- 2.6. 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.
- 2.7. Chairs, Carpets shall be vacuum cleaned.
- 2.8. Dusting and cleaning of stair case railing.

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

- 3.1. Good quality perfumes are to be sprayed twice a day in each bathroom to keep the atmosphere in good fragrance and acceptable general ambience.
- 3.2. Chairs / 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.

4. Rodent and pest control:

- 4.1. All the areas within the Circle Office 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. Tools for rodent and pest control should be procured by the housekeeping agency; Bank will not be providing any tools.

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

- 5.1. Daily sweeping of paved area /roads/ hard area by mechanical sweeping machine and manual sweeping in areas where mechanical sweeping is not practical.
- 5.2. Daily sweeping and wet moping of internal area of utilities buildings, dispensaries and record room as per availability.
- 5.3 Cleaning / dusting of glass and grill gates.
- 5.4. Daily cleaning of founders' photo and bust.
- 5.5. Flower pot maintenance- daily watering the plants & trees, remove the weeds and manure the plants on weekly basis.

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.,
- 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 underlines.
- 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 proper disposal.
- 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 conference rooms:

- 7.1. There are board rooms/conference rooms/mini 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 serving drinking water & refreshments, clearing the left out eatables, etc., needs to be undertaking by the agency.
- 7.2. Good quality perfumes are to be sprayed twice a day in each room to keep the room atmosphere in good fragrance and acceptable general ambience.
- 7.3. Carpets shall be got spot shampooed at least once in three months and totally shampooed annually from approved agencies.

Eligibility Criteria:

No	Criteria	Documents Required
1.	The Firm/Company should be registered under the labour commissioner office at the respective jurisdiction	Copy of Labour License issued by the Assistant labour Commissioner
2.	The Firm/Company should have minimum 3 years of experience of providing Housekeeping services continuously proceeding to 31/03/2021 in Government offices/ PSUs/ PSBs/ Private & Public limited Companies on annual contract basis for a minimum strength of 20 members.	Work Order copies /client certificates from 2017 onwards, from the office in Assam State where Housekeeping service is provided (Including address of office) and period of service.
3.	The Firm/Company must have at least one valid contract for similar work (Refer scope of works) in NE for a multi storied building with a built up area of minimum of 10,000 SQFT or two valid contract for 6000 SQFT or Three valid contract for 4000 SQFT in last 3 years.	Client certificates where Housekeeping Services are provided mentioning the built up area.
4.	The Firm/Company must have local office in Guwahati.	Copy of Address proof of the local Office with phone number. Copy of the lease deed/ sale deed of the premises to establish running office at Guwahati.
5.	The Firm/Company should have annual turnover of minimum 40 lakhs for the last three financial years till 31/03/2021 (FY 2018-19, FY 2019-20, FY 2020-21)	Documents supporting the annual turnover amount like Audited Balance sheet, Profit & Loss statement, CA Certificate (form CA who has audited the Firm/Company).
6.	The Firm/Company should not be a loss making one and should have operating profit for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21	Supporting documents like Balance sheet, Profit & Loss statement.
7.	The agency/firm should submit Integrity pact Agreement duly filled and signed as per Annexure 9.	Original agreement should be duly attached

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

DOCUMENTS TO BE SUBMITTED BY THE TENDERER:-

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

ANNEXURE 2

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. The documents consisting of Notice inviting the tender, Scope of work & Eligibility criteria, General rules and instructions to tenderer, Method of selection, conditions of contract, Application Format, Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from Canara Bank, Circle Office, Premises & Estate Section, Dee Bee Grande, Panjabari Road, Six Miles, Guwahati-781022 OR alternatively tender documents can be downloaded from the banks web site www.canarabank.com
2. The tender is “TWO BID CONCEPT” and it has to be submitted as such.
3. The first envelope should contain all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages other than the Price aspects along with Earnest Money Deposit’s DD. The envelope shall be sealed & super scribed as “Technical Bid for providing of Housekeeping services at Canara Bank, Circle Office, 1st floor, Dee Bee Grande, Panjabari Road, Six Miles, Guwahati-781022”.

Tenderer should note that Price bid aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope, and such technical bids consisting Price bids are liable for rejection.

4. The second envelope should contain the Price Bid i.e., the Priced Bill of Quantities and shall be super scribed as “Price Bid for providing Housekeeping services at Canara Bank” and should be sealed and submitted. This envelope should contain duly filled in cost details (enclosed in the offer document) with values written in words and figures.

The two covers containing the Technical Bid and the Price Bid should be placed in a separate third cover mentioning on the face of the cover “Tender for Selection

of contractor for providing Housekeeping Services at Canara Bank, Circle Office, Guwahati”.

5. The sealed offers should be submitted to Canara Bank, Premises & Estate Section, Circle Office, Guwahati **on or before 27.01.2022 by 4.00 pm**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email or FAX.
6. The First envelope (Technical bid) will be opened in the said office on **28.01.2022 at 12:00 pm**.
7. The price bids of the agencies meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation to the Tenderers emerging successful in the Technical bid.
8. Offer shall be submitted on prescribed Form only i.e. as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection.
9. 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.
10. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
11. Offers which are incomplete in any respect are liable to be rejected.
12. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.

13. The applicant shall furnish the list of his relatives working in the Canara Bank/list of retired Canara Bank employees employed with him.
14. The Tenderer or their authorized representative is requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids on the stipulated date & time unless otherwise modified.
15. It will be obligatory on the part of the Tenderer to tender and sign the offer documents for all the component parts.
16. The successful Tenderer shall execute the agreement (Annexure 6) on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
17. **Conditional offers shall be rejected.**
18. The Tenderer shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may contact **Sr. Manager, Premises & Estate Section, Canara Bank, Circle Office, 1st Floor, Dee Bee Grande, Panjabari Raod, Six Miles, Guwahati-781022.**
19. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time. Non - submission of such details in time may render such applications for disqualification from further evaluations.
20. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the Bank.
21. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence

will be entertained in this regard. The authorized person of the firm/ company shall sign in all the pages of the application with seal of the firm/ company.

22. Applications received after the due date and time is liable for rejection.
23. 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.
24. 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.
25. 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.
26. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
27. The rate should be quoted in figures as well as in words in Indian Currency only.
28. 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.
29. The tenderer shall note that the rate quoted shall be exclusive of all taxes and inclusive of expenses of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the consumables, operating profit etc., and no claim for enhancement of quoted rates on any account shall be considered.
30. All the bidders except those who are registered with the National Small Industries Corporation (NSIC) with a valid certificate shall deposit a sum of **Rs.50,000/-** (Rupees Fifty thousand only) as 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, Guwahati. No interest shall be paid on the EMD.
31. In addition to Earnest Money Deposit, 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. The

Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 24 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. 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. No interest shall be paid on the ISD.

32. EMD amount of the final successful tenderer shall be retained as a Security Deposit for a period of two years. EMD amount can be returned during the contract period on submission of Performance Bank Guarantee (Annexure 9) from other than Canara Bank for Rs.50,000/- till the contract period.
33. The offer will be valid for a period of 90 days from the date of opening of tender.
34. 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 EMD submitted shall be forfeited.
35. Tenderer has to arrange for inspection if required and should have carried out the works satisfactorily at the site failing of which the tender will be disqualified.
36. All the parts of these tender documents i.e., Tender Notice, General rules and Instructions to tenderers, Priced bill of Quantity, offer letter, General conditions of contract, and all other parts shall form a part of the contract document.
37. The EMD of unsuccessful tenderers shall be returned within 30 days after award of work order/contract.
38. Contractor should observe utmost economy in use of electricity and water.
39. The daily scope of works shall be approved by the bank and the same shall be strictly complied.

40. The contract is valid for 36 months and performance will be reviewed in every quarter by the bank. The contract is subject to annual renewal as per discretion of Bank thereafter. In case of unsatisfactory performance during the review period, the Bank shall terminate the contract at any point of time without prior notice. However requirement of Bank is indicative only. Bank shall have right to cancel any time during contract period giving one month notice in writing.
41. The price quoted by the Tenderer will be applicable for 3 years or the contract period. Bank may at its sole discretion enhance/decrease the price depending on annual inflation rates on consumables and minimum wages payable by consultation with the Contractor at the end of first year.
42. 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 Service Tax 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.
43. The tenderer shall note that no 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 be entertained on any account.
44. 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.
45. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.

46. The selected contractor shall at his own cost, have to comply with the rules of Labour Enforcement office and other statutory bodies presently in force and in future till the contract period. The proof of compliance need to be submitted to the Bank within one month from the date of taking over.
47. The contractor needs to employ his own staff for the purposes of cleaning and such employment should conform to the labour act presently in force and in future till the contract period.
48. The successful tenderer should keep the entire internal and external premises neat and clean and should bear the expenses of cleaning materials required for the same.
49. All the records pertaining to Housekeeping shall be maintained up to date and shall be made accessible to the Bank.
50. The payment of Housekeeping shall be made on monthly basis against bills certified by the respective General Admin Sections of Circle Office and Regional offices.
51. The Contractor should maintain a register to record the daily attendance of housekeepers and same should be produced along with the bills.
52. The Contractor should ensure a proper background check of all the workers employed by him and should inform the Bank as and when changes happen. Credentials of all workers are to be ensured to the satisfaction of the Bank and records of credential verification are to be submitted to the Bank.
53. 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.
54. The contractor shall not transfer or sublet the work to any one without the prior written approval of Canara Bank.

55. 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 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.
56. 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.
57. 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.

ANNEXURE 3

GENERAL CONDITIONS OF CONTRACT

1.0 The Contractor's main responsibilities will be cleaning the entire internal and external premises, labour, supply of consumables, compliance of statutory requirements and providing efficient service, etc.

2.0 DEFINITIONS/ INTERPRETATIONS

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them -

- a) The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement and instructions issued from time to time by the Officer-in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/ representatives of such individual or the partners of firm and their legal heirs and successors, or company's authorized person and constituted attorneys/ agents and permitted assignees of such firm or company.
- c) The 'Employer' or 'Bank' means any officer of the Canara Bank, who is specifically authorized to enter into contracts in respect of the above works.
- d) Officer In charge: The designated employee of the Bank, assigned with powers to enter into contract.
- e) 'Contract Price' shall mean the final accepted rates in Price Bid hereto.

- f) 'Date of Contract' means the Calendar date on which the Employer and Contractor have signed the Agreement on the stamp Paper.
- g) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.

3.0 CONTRACTOR'S OBLIGATIONS

- 3.1 The Contractor shall be responsible for the proper upkeep and maintenance of the entire premises.
- 3.2 For any damage, breakage or loss of any equipment or property of the Bank, the Contractor shall have to replace the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the Bank.
- 3.3 The Contractor shall keep a proper inventory of the items placed at his disposal by the Bank and the same shall be verified by the Contractor along with the representatives of the Bank.
- 3.4 The Bank reserves the right of free access through its authorized representative(s) to inspect the Housekeeping, Stores and equipment's for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.
- 8. The Contractor shall keep the entire premises clean, neat and hygienic. He shall use and provide at his own expenses the prescribed materials and other requisites for this purpose.
- 9. The Contractor shall not use or allow to be used the Housekeeping premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.
- 3.8 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Bank to him for any purpose other than providing Housekeeping services as per the Bank's requirement.

- 3.9 The Contractor shall not without prior consent in writing by the Bank assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.
- 3.10 The Contractor shall arrange for all cleaning materials for the purpose of cleaning and expenses in this regard shall be borne by the Contractor.
- 4.0 **MANPOWER & WAGES**
- 4.1 The Contractor shall make regular and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of Assam State and local government agencies.
- 4.2 The Contractor shall be responsible for the compliance with applicable laws or which might become applicable, rules and regulations relating to Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the Assam State, Municipal & Local Government, agency or authority.
- 4.3 The Contractor shall give advance intimation to the Officer-in-Charge indicating the time, date and venue about payment of wages. The Officer-in-Charge or his authorized representatives will witness the payment of wages by cross verifying the salary slips of all employees or any other proof as required by bank and shall record the following certification in the wage register. "Certified that salary for the month of _____ has been disbursed on _____ to the Housekeeping Contractors' workers by the Contractor in accordance with the wages specified in Minimum Wages Act".
- 4.4 The Contractor shall also be liable to pay P.F. contribution, leave, salary etc and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the bank, nor they can make any claim in this regard.
- 4.5 Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and

his workmen which would be subject to check from time to time, by the Officer-in- Charge.

- 4.6 The optimum manpower requirement in the Housekeeping may vary from time to time for efficient and timely housekeeping covering all categories of personnel required to be provided for Housekeeping services, for which the contractor must, at all times maintain the needed manpower on shift basis
- 4.7 The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorised by the Bank.
- 4.8 The Contractor shall arrange through the Bank's Security Department, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the Housekeeping employees for gate entry and shall exhibit prominently during working hours. The Housekeeping staff shall also be liable for search on entry / exit.
- 4.9 The Contractor shall ensure that all Housekeeping employees, during their working hours, wear proper and clean uniform as prescribed by the Bank.
- 4.10 The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the Bank. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate as and when required.
- 4.11 Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Contractor or their partners / representatives / employees in respect of Housekeeping or the premises used by the Contractor in connection with or for the purpose of this agreement.
- 4.12 On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Housekeeping or other premises together with the fixtures, equipments and articles in good condition to the Bank.

5.0 CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 5.1 The Contractor shall indemnify the Bank for any loss occurred to the Bank by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.
- 5.2 The Contract shall be in force for the period of 2 years stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- 5.3 The contract will be initially for a period of two years and may be extended / renewed as per the terms mutually decided by both the parties. On renewal, a fresh contract shall be executed and security deposit shall be retained till the validity of the contract.
- 5.4 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the Deputy General Manager, Premises & Estate Section or any officer whom the Deputy General Manager may appoint for decisions and his decision shall be final and binding on both the parties.

6.0 MATERIALS

- 6.1 Contractor shall purchase and keep the required cleaning materials stock of good quality at his own cost. The Bank at its discretion through its authorised representative may check the stock position and material quality of all the items to see that the above is being complied by the Contractor.

7.0 MISCELLANEOUS

- 7.1 Contractor shall maintain the entire premises in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the Bank will engage the staff on behalf of the Contractor at his risk and cost.
- 7.2 Contractor shall not exhibit or cause to be exhibited in the Housekeeping

premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the Housekeeping, without the prior permission of the Bank.

- 7.3 The Bank reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- 7.4 The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him. Contractor shall satisfy the Management of the same within the time prescribed by the Management but before the actual commencement of the job awarded to him.
- 7.5 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.
- 7.6 Contractor shall ensure that peace and order is maintained in the resting area / material handling room and if peace and order in Housekeeping is disturbed due to lapse on the part of the contractor, a penalty of Rs.500/- per occasion in a month for such lapse leading to disturbance of peace/order may be imposed by the Bank.
- 7.7 If the Bank finds that the Contractor is misusing the facilities provided by the Bank for carrying out the housekeeping services for any other purpose not covered under the contract, the Bank will be free to levy penalty which may be extend to Rs.2500/- or more per arteliz.
- 7.8 If, on inspection, it is found that that the quantity / quality of cleaning materials arteliz is not as per the norms laid down by Bank, a penalty upto Rs.1000/- may be imposed by the Bank for every such occasion.
- 7.9 Contractor would ensure that all the Housekeeping staff employed by him would behave courteously and decently with employees of the Bank and also ensure good manners.
- 7.10 In the event of the Contractor suspending or abandoning Housekeeping services without giving prior notice to the Bank, without handing over charge of the Housekeeping materials entrusted to him by the Bank, the

whole of security money and other dues payable to him shall stand forfeited to the Bank and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.

- 7.11 The Officer in charge would be the final authority regarding Imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.
- 7.12 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, before the said period of 90 days or before acceptance of offer, then the EMD submitted shall be forfeited.
- 8.0 **AGREEMENT** : The successful tenderer will have to enter into an agreement with the Bank as per the format enclosed within 14 days after acceptance of the tender by the Bank.
- 9.0 **SECURITY DEPOSIT**: The successful tenderer will have to deposit a security deposit of 10% of the value of the contract and the same shall not carry any interest.

10.0 TERMINATION OF CONTRACT

- 10.1 Canara Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.
- 10.2 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.
- 10.3 The contractor shall follow such Act, rules and regulations of the State 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.

- 10.4 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.
- 10.5 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.
- 10.6 Statutory deduction towards income tax will be made as per rules.
- 10.7 Income tax will be deducted in every monthly bills payable to contractor.
- 10.8 Prevailing Minimum Wages as notified by Regional Labour Commissioner **Assam State** has to be paid to the labourers employed by Contractor.
- 10.9 Payment to the labourers shall be paid on 7th of every month and confirmed to the Bank.
- 10.10 The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
- 10.11 Good and service tax charged by the Contract shall be reimbursed upon production of receipt of preceding month.

11.0 GENERAL

- 11.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- 11.2 The premises will be in possession of the Bank and the Contractor is permitted to enter the premises to carry out the housekeeping services only. If at any time the contract is terminated or the contract comes to an end or if the Bank decides that the contractor should not be allowed to carry out the Housekeeping, in that event, the Bank will be entitled to restrain the contractor from entering the premises. The contractor will have no right or interest in the premises and other items given by the Bank.
- 11.3 Contractor shall use the Housekeeping only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.

- 11.4 Contractor shall work under the supervision of the Premises & Estate Section, Circle Office, Guwahati and such other authorized officers of the Bank as may be nominated from time to time.
- 11.5 The Contractor and his workmen will be subject to police verification regarding their antecedents.
- 11.6 The contractor should not have been black-listed by any Government or Private Organization.
- 11.7 The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer and the EMD can be forfeited without any going notice or whatsoever.
- Note:** Freak rate means the rates quoted for labour charges should not be less than the minimum wages recommended in the latest circular of central government. (Please refer latest circular under Ministry of labour and employment)
- 11.8 The offer containing erasures of alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up. Conditional offers will be rejected.
- 11.9 The Contractor will have to provide the Bank with a list of employees category-wise located at the Housekeeping and also their emoluments for the purpose of verification.
- 11.10 All the personnel engaged by the Contractor entering upon the Bank's premises shall properly be identified by badges, which may be worn by them at all times while in Bank premises. The Contractor will ensure that their employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Contractor upon receipt of complaint will have to immediately withdraw such employees from working in the Bank premises.
- 11.11 All the personnel engaged by the Contractor shall wholly and purely be in the employment of the Contractor and no claim of individual / collective nature on Bank's employment by any of the employees or claim of any nature on the Bank shall be tenable. The Contractor shall at all times keep the Bank

fully and effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demand in any way arising out of or during the course of anything done or committed / omitted to be done by the Contractor including the demand which the Contractor's employees individually / through their Unions may have raised against the Bank arising out of this agreement or as a result of the termination therefor or earlier determination of the Contract.

12.0 LABOUR

- 12.1 The Contractor shall employ suitable labour to maintain the required quality of cleaning to the satisfaction of the Bank.
- 12.2 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.
- 12.3 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.
- 12.4 The minimum age of the labour employed shall not be below 18 years.
- 12.5 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 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Assam State Government guidelines for unskilled and for semiskilled/equivalent categories for housekeeper & supervisor respectively. 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.

12.11 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.

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

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

13.1 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.

13.2 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.wherever required

Hand and body protection devices conforming to: IS-573:1975

IS-6994:1973

IS-8807:1978

IS-8519:1977

13.3 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.

- 13.4 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.
- 13.5 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 life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

14.0 ARBITRATION

- 14.1 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.
- 14.2 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.
- 14.3 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.

- 14.4 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 person's 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 "The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any

statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.”

15.0 **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.

16.0 The successful tenderer shall execute the agreement (Annexure 7) on a stamp paper of appropriate value within fourteen days from the date of acceptance of the offer.

17.0 **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;

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

ANNEXURE 4

DETAILS OF THE BUILDING AND FACILITIES PROVIDED BY THE BANK TO THE HOUSEKEEPING CONTRACTOR

<i>Sr.</i>	<i>Name of Office</i>	<i>Address</i>	<i>Area</i>
1	CIRCLE OFFICE, GUWAHATI	1 ST FLOOR, DEE BEE GRANDE, PANJABARI ROAD, SIX MILES, GUWAHATI, PIN-781022, ASSAM	9000 SQFT. (Approx)
2	REGIONAL OFFICE, GUWAHATI	MAY FAIR BUILDING, 2ND FLOOR, LOKHRA ROAD, NEAR ADAGODOWN & HANUMAN, MANDIR, GUWAHATI, PIN- 781034, ASSAM	4000 SQFT. (Approx)
3	REGIONAL OFFICE, TEZPUR	1ST FLOOR, MUSKAN PLAZA, NEAR TRIVENI, N T ROAD, TEZPUR, DIST-SONITPUR, PIN-784001, ASSAM	4000 SQFT. (Approx)
4	REGIONAL OFFICE, SILCHAR	KING FISHER BUILDING, 2ND FLOOR, SONAI ROAD, RANGIRIKHARI, SILCHAR, PIN-788005, ASSAM.	4000 SQFT. (Approx)

1. 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 substation, electrical circuits, UPS systems, etc., The Circle office works regularly for six days in a week and on Sundays/public holidays by limited officials. **However, the housekeeping works will have to be taken up for all the days. Sundays can be used for extensive cleaning works.** The contractor to engage in housekeeping services during 9.00 AM in morning to 07.00 PM in night as two shifts. The entire internal and external premises shall be spic and span before 09.30 AM every day.
4. All the cleaning materials such as brooms, mops, buckets and consumables required for providing the above service has to be borne by the vendor. However agency have to ensure the proper quality of the cleaning materials and consumables supplied by the Bank by recording the usage of the materials in a register. The same will be verified and authenticated by the Bank official in charge at any point of time.
5. The contractor shall bring all the required equipment for cleaning like machines, vacuum cleaners and other equipment to be used for the housekeeping and cleaning works. Maintenance of such equipment including the cost of spares is the responsibility of the contractor.
6. As and when unforeseen, miscellaneous work arise the contractor, will have to carry out such work with his existing workers.
7. The contractor or his authorized representative should be available in the CO 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.

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 if required.
10. The workers / labourers employed by your company will be checked by Bank's Security personnel if required.
11. The facility Manager or 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.
13. The contractor is required to engage the following categories of workers daily for the subject work:

Sr.	Name of office	Personnel Requirement	No. of Personal
1	CIRCLE OFFICE, GUWAHATI	Supervisors	1
		Housekeepers (unskilled) (Male/female as required by the bank)	3
2	REGIONAL OFFICE, GUWAHATI	Housekeepers(unskilled) (Male/female as required by the bank)	2
3	REGIONAL OFFICE, TEZPUR	Housekeepers(unskilled) (Male/female as required by the bank)	2
4	REGIONAL OFFICE, SILCHAR	Housekeepers(unskilled) (Male/female as required by the bank)	2

Note:

- Housekeeping works will have to be taken up for all the days on which Circle / Regional Office will function. Sundays can be used for extensive cleaning works. The contractor to engage/start in housekeeping services during 09.00 am in the morning. The entire internal and external premises shall be spic and span before 09.30 am every day.

FACILITIES PROVIDED BY THE BANK TO THE HOUSEKEEPING CONTRACTOR

A store room for accommodating machines and cleaning materials will be provided free of cost.

Free supply of water for carrying out housekeeping services will be provided. The contractor has to take the utmost care in utilization of water.

Tenderers may inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.

ANNEXURE 5

DETAILS OF VARIOUS BRANDS TO BE UTILISED BY THE CONTRACTOR FOR CARRYING OUT HOUSEKEEPING SERVICES

ITEMS OF APPROVE MAKE TO BE PROVIDED AT TOILETS

- 1) Liquid Soap/Handwash - Dettol /Patanjali/Godrej/Savlon
- 2) Soap – Cinthol/LUX/Dettol
- 3) Tissue paper box – Reputed brand
- 4) Toilet roll – Reputed brand
- 5) Buckets & mugs – Reputed brand
- 6) Room spray – Godrej AER/Approved Brand by Bank
- 7) Room freshner cakes – Godrej AER/Odonil/ Approved Brand by Bank

OTHER ITEMS OF APPROVED MAKE TO BE PROVIDED AT TOILETS

- 1) Naphthalene balls – Reputed brand
- 2) Toilet deodorant cakes – GODREJ AER/ODONIL
- 3) Phenyl – Reputed brand
- 4) Perfume with phenyl – Reputed brand

NOTE: REPUTED BRAND SHALL BE PROVIDED IN CONSULTATION WITH PREMISES & ESTATE SECTION, CO GUWAHATI.

ANNEXURE 6

CONTRACT AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 2019 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bengaluru) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Contractor which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous to undertake Housekeeping services at Canara Bank Circle Office Building, 1st floor, Dee Bee Grande, Panjabari Road, Six Miles, Guwahati as detailed in the _____ and has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

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) Scope of Works and eligibility Criteria
 - c) Selection Process
 - d) General Rules and Instructions for the guidance of Tenderers
 - e) General Conditions of contract along with Annexure thereto

- f) Facilities Provided by the Bank to the Housekeeping Contractor
- g) Details of various items to be supplied by the Contractor
- h) Tender offer, Contract Agreement Format, Indemnity Bond format & Bank Guarantee format, if any, leading to and prior to acceptance letter.
- i) Address of Circle Office, Circle Office Annex Buildings & other Offices in Guwahati with number of Staff
- j) Price - Bid.

[Note: * Strike off whichever is not applicable]

10. In consideration of the payments to be made by the Employer/ Bank to the Contractor, the Contractor hereby covenants and agrees with the Employer/ Bank to carry out Housekeeping services and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

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

Signed, sealed and delivered by the said Contractor, _____

_____ to the Employer _____ in the presence of:

Signature of Contractor (with seal)

Signature of Authorised representative of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

ANNEXURE 7

INDEMNITY BOND

(To Be Submitted by the Successful Contractor in stamp paper)

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand Nineteen (__.__.20__) By M/s ----- duly represented by one of its partners/proprietor -----, aged - years, son of Sri -----, residing at -----, Kerala.

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Tenderer) on the other part

Whereas My Firm/Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and for carrying out Housekeeping services at Canara Bank Of Circle Office has been awarded in favour of my Firm/ company by Canara Bank, Premises & Estate Section, Circle office, Guwahati.

And whereas for undertaking the contract for Housekeeping services, my firm/company has entered into contract agreement on __.__.20__.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. __.__.20__ and in consideration of Canara Bank having agreed to make payments on or before 10 th of the every calendar month, for the bills claimed by my firm/company for rendering Housekeeping services and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank and its officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, as specified by Canara Bank from time to time, for which I shall be solely responsible.

Signature of Contractor with seal

[Note : * Strike off whichever is not applicable]

ANNEXURE 8

BANK GUARANTEE FORMAT FOR INITIAL SECURITY DEPOSIT

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee cover from Dated:
To Dated:
Last Date for Lodgement of claim:

To:
Assistant General Manager
Canara Bank
Premises & Estate Section
Circle Office
GUWAHATI

In consideration of (hereinafter called “Beneficiary”) having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the “the obligator(s)”) from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the “said Agreement”) for the due fulfillment by the said obligator 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 obligator _____ Bank, 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 Obligator(s) of any of the terms and conditions contained in the said agreement.

We, the Bank to 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.....

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 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.

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 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.

We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

11. 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 & SEAL OF TENDERER

ANNEXURE 9

**INTEGRITY PACT FORMAT
PRE CONTRACT INTEGRITY PACT**

Between

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

AND

M/s._____represented by Shri _____Chief Executive Officer/Authorised Signatory (hereinafter called the “**The Bidder/ Seller/ Contractor/ Service Provider**”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

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

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

Section 1 - Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce authorization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information

contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

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

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2%

higher than the prevailing Prime Lending Rate of CANARA BANK while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be

entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (a) to (k) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

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

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

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

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

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable

to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. _____.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

TENDER DOCUMENT

APPLICATION FORM

TECHNICAL BID

1.	Name of the Company/Firm	
2.	Name of the Applicant	
2.a	Address (Head Office/Registered Office with telephone, Fax number, web-site details)	
2.b	Email Address	
2.c	Father's Name	
2.d	Residential Address (Proof to be Enclosed):	
2.e	Office/Branch address at Guwahati along with details of local in-charge's name, mobile no.	
3.a	Status of the Firm (Whether Company/ Partnership / Proprietary)	
3.b	Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any):	i. ii. iii. iv.
3.c	Year of establishment	
4.a	Whether registered with Registrar of Companies / firm. If so, No. & Date (copy to be enclosed)	
4.b	Whether registered under shops & Establishment Act (copy to be enclosed)	
4.c	Whether License to run the Housekeeping from appropriate authority obtained or not (copy of certificate to be enclosed)	
4.d	Details of Registration under various other statutory acts (attach copies of all)	
5.	Registration with Tax Authorities	
5.a	PAN No.	
5.b	GSTIN No.	

Furnish copies of Income-tax returns, registration
--

6.	Furnish the particulars of Power of Attorney holder or letter of authorization (if applicable) for signing the Tender document	
----	--	--

7. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss account for three years or TO certified by CA).

Sl. No.	Year	Turnover
1	2017- 2018	
2	2018- 2019	
3	2019- 2020	
4	2020- 2021	

13. Whether rendering Housekeeping facilities to Government / Public Sector / Banks/private sector organizations:-

NAME OF THE ORGANIZATION	Location & Address	Staff strength at each location	Year of service	Contract value

If required use additional sheet for providing full details.

14. Details of the qualifying works (please mention only such contracts which qualifies for the category for which you have applied)

Sl .No	Name of client Housekeeping services extended for (name of the organization with address, concerned office & telephone no)	Number of staff in the organization at that location	Contract value	Period of service	If work left incomplete or terminated (furnish reasons) & other remarks if any
1.					
2.					
3.					

If required use additional sheet for providing full details.

Note: Copies of agreement and satisfactory performance certificate obtained from the client shall be enclosed.

15. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

16. Technical bid containing:-

Demand draft No: _____ Dt. _____ For Rs.50,000/- (Rupees Fifty Thousand only) issued by _____ being EMD amount.

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 / annexures.
3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.

4. I / We have read the instructions appended to the proforma and I / we understand that if any false information is detected at a later date the contract shall be cancelled at the discretion of the bank.

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION

SEAL OF ORGANIZATION

Enclosures:

- 1.
- 2.
- 3.
- 4.

TECHNICAL QUESTIONNAIRE

1.	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.	
2	Age profile of the labour force you would propose to employ for the works	Min Years Max Years
3	Whether the firm/company is adhere to the safety precautions / protective measures mentioned as per the tender terms and conditions	
4	Whether you accept the payment terms and conditions of Canara Bank? (Please write Yes/No)	
5	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	
6	Any other relevant details you wish to mention	

Note: Any tender with incomplete detail in the below questionnaire will be summarily rejected.

CHECKLIST FOR ENCLOSURES

(Tenderer should fill up YES or NO without fail)

Sno	Bid Enclosures	Yes or No
1.0	Whether the Tender is submitted in Two covers Technical Bid and Price Bid separately?	
2.0	Whether Technical Bid (Envelope- A) contains the following	
2.1	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
2.2	All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted	
2.3	Whether application fees (non-refundable) amount as specified in the Tender shall be submitted along with Technical Bid	
2.4	Whether Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted along with Technical Bid	
2.5	In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted	
2.6	Duly filled up Technical Bid shall be signed by the authority, stamped and submitted	
2.7	Duly filled up all Fure shall be signed by the authority, stamped and submitted	
2.8	Duly filled up Price Bid format shall be signed by the authority, stamped and submitted	
2.9	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
	b) Tenderer's Certificate of Incorporation, License or Registration shall be submitted	
	c) Balance Sheet and Profit & Loss accounts for the past three year shall be submitted.	
	d) Clientele list of the Nationalized Bank's/ Government Organization already engaged shall be submitted	
3.0	Whether Price Bid (Envelope-B) contains the following	
	Duly filled up Price Bid with signature and stamp in all headings shall be submitted	
	Whether corrections or overwriting if any is attested?	
4.0	Whether all pages in the tender document is duly signed by the Authorised Person?	

Checklist should be enclosed in technical bid

SIGNATURE OF THE TENDERER WITH SEAL

TENDER OFFER

I/We have read and examined the Notice Inviting Tender, eligibility criteria, proforma filled in by the successful Tenderer, Schedules, Specifications Applicable, Scope of works, General Rules and Instructions, General Conditions of Contract, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for selection of Contractor for rendering Housekeeping services specified for the Employer within the time specified, at the rates specified in the attached Price Bid and in accordance in all respects with the specifications, terms and conditions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 (Ninety) days from the due date of opening of Price bid thereof and not to make any modifications in its terms and conditions. A sum of Rs.....is hereby forwarded as earnest money deposit in form of Demand Draft of (Name of the issuing Scheduled Bank) bearing no..... and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely otherwise the said earnest money deposit shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner/ Proprietor/ Authorised representative of the Company, is the person authorised to negotiate Price, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

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

Dated the:day of 202

Witness,

1).

2).

CERTIFICATE OF CONFORMITY

Date:

To,
The Assistant General Manager
Canara Bank,
Premises & Estate Section,
Circle Office, GUWAHATI

CERTIFICATE

This is to certify that, the services for rendering Housekeeping services at Canara Bank Office which we shall provide, if we are awarded with the work, are in conformity with the Scope of Work in the Tender document. We also certify that the price we have quoted is inclusive of all the cost factors involved in the execution of the contract, to meet the desired standards set out in the Conditions of the contract.

Signature:

Name:

Designation:

Seal:

SELF DECLARATION

Ref:

Date:

To,
The Assistant General Manager
Canara Bank,
Premises & Estate Section
Circle Office, GUWAHATI

In response to the tender No. _____ dated _____ as owner/ partner/ Director of _____ I/We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time. We have not been blacklisted by IBA or any other agency in the past. We also undertake that no employee of Canara Bank is in any way connected with or directly involved in the management or activities of our company.

I/We further declare that there has been no damage to records at any of our facility due to FIRE / BURGLARY.

Signature:

Name:

Designation:

Seal:

PRICE BID FOR CIRCLE OFFICE

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

NAME OF WORK - HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK CIRCLE OFFICE GUWAHATI.

Description of work			
To provide housekeeping services to Canara bank, Circle Office building located at Panjabari Road, Six Miles, Guwahati which is fully described under ' <u>About the building and requirements</u> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'.			
RATE TO BE QUOTED ON LUMP SUM BASIS (EXCLUDING GST)			
Particulars	Personal/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 finalized on the basis of total cost basis of all four offices.
2. The rate quoted should be quoted on lumpsum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis after satisfactory service. The lowest tenderer will be arrived after combining the rate for three years for all four offices.
3. The rates quoted shall include all taxes excluding GST which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities
4. No claim for enhancement of quoted rates on any account shall be considered during three years contract.
5. The amount per labour per year should be guided by the minimum wages (Basic + DA) specified by the Assam state government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance also. Tender of bidders who do not comply minimum wages as above are rejected.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION & SEAL

PRICE BID FOR REGIONAL OFFICE, GUWAHATI

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

NAME OF WORK - HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK REGIONAL OFFICE, GUWAHATI.

Description of work			
To provide housekeeping services to Canara bank, Regional Office building located at Mayfair Building, Lokhra Road, Near Lalganesh, Guwahati which is fully described under ' <i>About the building and requirements</i> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'.			
RATE TO BE QUOTED ON LUMP SUM BASIS (EXCLUDING GST)			
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 finalized on the basis of total cost basis all four offices.
2. The rate quoted should be quoted on lumpsum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis after satisfactory service. The lowest tenderer will be arrived after combining the rate for three years for all four offices.
3. The rates quoted shall include all taxes excluding GST which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities
4. No claim for enhancement of quoted rates on any account shall be considered during three years contract.
5. The amount per labor per year should be guided by the minimum wages (Basic + DA) specified by the Assam state government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance also. Tender of bidders who do not comply minimum wages as above are rejected.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION & SEAL

PRICE BID FOR REGIONAL OFFICE, TEZPUR

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

NAME OF WORK - HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK REGIONAL OFFICE, TEZPUR.

Description of work			
To provide housekeeping services to Canara bank, Regional Office building located at Muskan Plaza, NT Road, Tezpur, Assam which is fully described under ' <u>About the building and requirements</u> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'.			
RATE TO BE QUOTED ON LUMP SUM BASIS (EXCLUDING GST)			
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 finalized on the basis of total cost basis all four offices.
2. The rate quoted should be quoted on lumpsum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis after satisfactory service. The lowest tenderer will be arrived after combining the rate for three years for all four offices.
3. The rates quoted shall include all taxes excluding GST which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities
4. No claim for enhancement of quoted rates on any account shall be considered during three years contract.
5. The amount per labor per year should be guided by the minimum wages (Basic + DA) specified by the Assam state government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance also. Tender of bidders who do not comply minimum wages as above are rejected.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION & SEAL

PRICE BID FOR REGIONAL OFFICE, SILCHAR

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

NAME OF WORK - HOUSEKEEPING AND GENERAL CLEANING WORKS AT CANARA BANK REGIONAL OFFICE, SILCHAR.

Description of work			
To provide housekeeping services to Canara bank, Regional Office building located at Kingfisher Building, Sonai Road, Rangirkhari, Silchar, Assam which is fully described under ' <u>About the building and requirements</u> ', with required men and material and with proper supervisory staff etc., complete all as fully described under 'Scope of works'.			
RATE TO BE QUOTED ON LUMP SUM BASIS (EXCLUDING GST)			
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 finalized on the basis of total cost basis all four offices.
2. The rate quoted should be quoted on lumpsum basis and should be valid for three years, however the contract agreement will be renewed on yearly basis after satisfactory service. The lowest tenderer will be arrived after combining the rate for three years for all four offices.
3. The rates quoted shall include all taxes excluding GST which will be paid over and above the rate/amount quoted, as per the prevailing tariff announced by statutory authorities
4. No claim for enhancement of quoted rates on any account shall be considered during three years contract.
5. The amount per labor per year should be guided by the minimum wages (Basic + DA) specified by the Assam state government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance also. Tender of bidders who do not comply minimum wages as above are rejected.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION & SEAL

TO BE SUBMITTED BY THE SUCCESSFUL BIDDER**Break-up of rates for per no of personal for 1st year of Housekeeping services**

	Performa for working out wages of workers as per minimum wages ACT as applicable to Assam State.		
	Rate is for the per no of the employer to be deployed as applicable.		
SL NO	CATEGORY OF STAFF	SUPERVISOR	HOUSEKEEPING STAFF
	Break Up/ Hours of work	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	Subtotal 5 to 15		
17	Service/agency charges on 16		
18	Total per person / 8 hrs		
19	Total per person / month *		
	* GST will be payable extra by Bank.		

Place:
Date:SIGNATURE OF THE APPLICANT
NAME & DESIGNATION & SEAL