



TENDER FOR

Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building

Kolkata Zonal Office
5, B.T.M. Sarani
Kolkata- 700 001
033-2248 6573

Website: www.bankofindia.co.in

VENDOR TO NOTE:-

- | | | | |
|--------------------------------------|-------------------------------|------------|---------|
| 1) Last Date of Submission of Tender | 30-09-2019 | up to 1.30 | PM |
| 2) Opening of cover-I | 30-09-2019 | at | 3.00 PM |
| 3) Opening of Cover- II | will be informed accordingly. | | |

Notice of Invitation of Tender

To,
M/s _____

Dear Sirs,

**Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at
Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001**

Bank of India, hereby invites tender for the above work. Tender Document can be obtained from address mentioned below during working hours of office or same can be downloaded from our website www.bankofindia.com. The applicant should pay fees of Rs.500/- along with the tender (kept in separate envelop) apart from earnest money deposit.

**The Zonal Manager
Estate Department
Kolkata Zonal Office
5, B.T.M. Sarani
Kolkata- 700 001
033-2248 6573**

2 Submission of Bids:-

- a) The bidder shall submit the bid in one sealed main cover containing two separate sealed covers and these two covers shall be super scribed as “cover-I” and “cover-II” respectively. The bidder shall clearly write on cover-I the words “**Technical Bid for Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.** The said cover shall contain Part-I i.e. Technical bid. The Tender fee of Rs.500/- (Rupees five hundred only) (only if submitting the bid using downloaded tender form) and earnest money deposit amounting to Rs.10,000/- (Rupees Ten Thousand only) in the form of Bank Demand Draft/ pay order on any scheduled bank drawn in favor of Bank of India shall be submitted in cover-I of the tender. No other mode of payment will be accepted.
- b) The bidder shall clearly write on cover– II the words “**Price Bid for Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.**
- c) Any condition made in the tender i.e. conditional offer shall be taken as void and it will not be accepted.
- d) The two covers must be sealed in main cover. The bidder shall clearly write on main cover the words **Bid for Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.**

3 All the covers shall be addressed to

**The Zonal Manager
Estate Department
Kolkata Zonal Office
5, B.T.M. Sarani
Kolkata- 700 001
033-2248 6573**

- 4 If all the envelopes are not sealed and marked as mentioned above, Bank of India shall assume no responsibility for the misplacement or premature opening of the bid.
- 5 Time and Date of submission of Tender: **On or before 1.30 PM on 30-09-2019.**
- 6 Tender shall be valid for the period of 90 days from the date of opening of cover II (Price Bid) of the tender, and it shall remain binding upon the bidder and may be accepted at any time before the expiry of such period.
- 7 Contract Period: Initial period of 12 months from date of commencement of work and subsequent extension of contract for two more years, subject to satisfactory performance. The bidder shall quote rates for one year on monthly basis. Rates will be fixed for three years. Only wage will change as per escalation approved by Government. The Bank reserves the right of not extending the contract beyond the said contract period.
- 8 Time and Date of opening of tender: - Technical Bid (Cover-I) will be opened on **30-09-2019 at 3.00 PM.** Price Bid (Cover-II) will be opened separately.
9. All taxes on material or finished works like work's contract tax, turn over tax, etc in respect of this contract shall be payable by the contractor and the Bank will not be liable for any claim whatsoever in this respect. Applicable GST will be paid by the bank.
10. A pre-bid meeting will be held at **12.00 PM on 19-09-2019** at the address mentioned in Para 3 to give clarifications and decisions in connection with any issues

Qualification Criteria for Participating in Tender Process

- i) Average Annual Financial turnover during last 3 years should be at least Rs. 3 Lakh. Copy of audited balance sheet & PL statement to be enclosed.
- ii) Experience of successfully having carried out similar work for last 5 years ending 31.03.2019 should be as one of the following.
Three similar "work" with annual value of not less than Rs. 4 Lakh per annum
OR
Two similar "work" with annual value of not less than Rs. 5 Lakh per annum
OR
One similar "work" with annual value of not less than Rs. 7 Lakh

["Similar Work" means Housekeeping Services (inclusive of manpower) for Multistory Corporate offices of PSU/ Banks/ Govt. offices in Kolkata.]
- iii) The vendor should have a well-established set up in Kolkata.
- iv) The vendor should have minimum ONE site within Kolkata where the vendor is doing the job of such services and maintenance activity. The Bank may visit that premises for their work performance.

Note – Please submit all documentary evidence along with copy of audited financials for the works under contract and successfully completed.

Selection criteria of Agency for for Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.

- a) Name of firm /Agency :-
 - b) Address and Telephone Nos. :-
 - c) Whether Proprietorship/ Partnership/ Limited Co.
 - d) Date of Establishment
2. a) Whether registered with Registrar of Companies/Registrar of Firms.
If so mention number and date.
- b) Whether licence from labour Dept under section 9 and 12 of the contract labour act 1970 is available (Attach photocopies of Registration Certificate/ Licence).
 - c) Whether enclosed terms and conditions are acceptable to your firm
 - d) Details of contract in hand/executed recently giving name/address of client(s), list of duties, number of employees provided, charges being paid etc. (details may be given in separate sheet as Annexure).
 - e) Balance Sheet of the firm to be enclosed.
 - f) Total number of employees on roll.
 - g) Brief details of pending legal disputes, if any.

INSTRUCTIONS TO APPLICANTS

- 1. Intending applicants are required to submit their applications with full bio-data giving details about their organization, experience and qualified personnel in their organization.
- 2. While deciding upon the selection of contract emphasis will be given on the ability and competence of applicants to do quality work within the specified time schedule.
- 3. Decision of the Bank as regard to Enlistment of contractors will be final. The Bank is not bound to assign any reason therefore. Each page of the application must be signed.
- 4. The application shall be signed by person/persons on behalf of the organization having necessary Power of Attorney to do so.
- 5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper as Annexure, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part.
- 6. Applications containing false and/or inadequate information are liable for rejection.
- 7. Clarifications, if any required, may be obtained from Estate Department on 033 - 22486573. Contact persons for the purpose are Mr. S.D. Sahoo and Mr. Kanchan Kumar
- 8. The minimum general pre-qualification criteria are enclosed. The contractor shall enclose with the application details of scope of work carried out in hand and furnish documentary evidence in support of the same. The documentary evidence shall be either copies of work orders or client's certificates. The carpet area of the building should be clearly stated therein.

9. The Bank reserves the right to reject any or all applications without assigning any reasons therefor.
10. There may be inspection of existing sites of the vendor in Kolkata by the Bank officials before opening of prices bid to enlist the firm.
- 11. Statutory regulations on Minimum Wages and any such similar legislation to be kept in mind while quoting the bid. Quotation below minimum wages will be rejected while evaluation of Financial bids.**

Accepted

Signature of the Applicant
Address

Seal

Part -1 Basic Information

1. Name of the Applicant and address of the Registered Office :
Phone No.:
E-Mail : Fax No.:
Address : Website if any :
2. Year of Establishment
(Enclose documentary evidence)
3. Type of organization (whether sole proprietorship, partnership, private Ltd.or co-operative body etc.)
4. Name of the proprietor/partners/directors of the applicant with address and phone numbers.
 - a)
 - b)
 - c)
5. Details of Registration- whether partnership firm, Company etc.
Name of Registering Authority, Date and Registration number.
6. Whether registered with Government/ Semi-Government/Municipal Authority or any other Public Organization and if so, in which class and since when ?
7. No. of years experience in the relevant field.
8. i) Furnish latest Income Tax Clearance Certificate
ii) Income Tax PAN
iii)Service Tax Registration No.
9. Yearly turnover of the Organisation during last 3 Years (Year-wise)

Years	Gross turnover (lakh)
2015-16	
2016-17	
2017-18	
2018-19 (if audited balance sheet is available)	

Please highlight turnover figures in the Balance Sheet 2018-19
10. Number of supplementary sheets attached.
11. Give reference of two respectable officers with designation from Govt/Semi Govt/ Public Sector / Local Body Office with addresses and phone numbers.
 - 1.
 - 2.

Signature of Applicant

Notes

1. The basic information has to be furnished only in this format.
2. Information shall be restricted to the Applicant. If any relevant date concerning the Group of Companies to which the Applicant belongs is desired to be given, the same shall be given separately in a supplementary sheet.

Part no. 2: Work capability and previous experience (as per the criteria)

(Contract for Housekeeping / Cleaning / Sweeping services)

(a) List of important similar contracts completed by the organization during last 5 years for Commercial/ Institutional building.

Sr. No	Location of the work & Name of the Organization	Carpet Area of the Building	Contract Amount (Rs)	Year of contract	Contract period	Name & Contact No of the client
1	2	3	4	5	6	7

b. List of jobs/Contract IN HAND of a commercial /institutional building

Sr. No	Location of the work & Name of Organization	Carpet Area of the Building	Contract Amount (Rs)	Contract Period	Name & Contact No. of the client
1	2	3	4	5	6

Signature of Applicant

Instructions to the Tenderer & Scope of Work.

1.0 All rates and lump sum amounts, if any shall be firm throughout the duration of the contract and no fluctuations shall be permitted for any changes in any of Maintenance Contract charges or inclusions due to any reasons such as introduction of new taxes, currency variations, Material cost, transport and price fluctuations or any other reason unless expressly provided for elsewhere in this agreement.

1.1 The Bank's working hours shall be, Monday to Saturday, 6 days a week, except Bank holidays and all the Maintenance & Services work has to be arranged and executed without causing any disturbance to office working. **There will be 26 work days in a month.** If needed they can be called on Saturday and Sunday to complete housekeeping job which are not possible during working days. **Bank may call the housekeeping staff on Saturdays or Sundays based on its requirement.** Housekeeping agency will be paid, if the duties called for are beyond 26 days* 8 hours in a month. If they are called on national holiday, they will be compensated as per extant guidelines.

1.2 The Maintenance Contractor shall have to have liaison with all public authorities on behalf of the Bank and the Bank will directly pay all statutory fees, utility bills etc. through Maintenance Contractor.

1.3 The Bank will make payments to the Maintenance Contractors for services rendered satisfactorily on monthly basis on actual services taken as per manpower rate/ work rate specified in tender in accordance with the relevant clauses of conditions of contract, to be entered into.

Scope of Work

1.4 Scope of work includes **Housekeeping / Cleaning / Sweeping services/ shifting of office furniture or documents at Kolkata Zonal Office building or any work of similar nature** like shifting of office which shall be assigned by the Bank. Housekeepers working at site can be assigned work at Bank's residential quarters or officer or branches in case it is required. Reasonable travelling charges and payment for extra working hours, if any will be paid by the bank for such visits.

1.5. Regular visit of housekeeping supervisors, for necessary supervision and reporting.

1.6 Cleaning materials and gadgets are in scope of the bank. The maintenance contractor has to provide manpower only with proper uniform.

1.7. Housekeeping agency has to ensure that they abide with all labour/ legal/ statutory norms while providing services. Wages to be quoted and paid as per extant guidelines. It is their duty to advise bank regarding extant guidelines Agency has to indemnify, defend and hold harmless the Bank in respect of any claims, fines, penalties, cost, expenses etc directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

TENDER FORM

**The Zonal Manager
Estate Department
Kolkata Zonal Office
5, B.T.M. Sarani
Kolkata- 700 001
033-2248 6573**

Dear Sir,

Having examined the job data, scope of work, schedule of equipments/quantities etc. relating to the works specified in the memorandum herein under set out, having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached Price Bid and in accordance in all respects with the specifications, drawings, scope of work and instructions in writing referred to in conditions of the tender, the Articles of Agreement, Job requirements and Conditions of Contract and with such equipments, as are provided for by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of Work

The Annual Maintenance Contracts (AMC) are required for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata-700 001.

The Job role also includes Monitoring, Liaison with all Public Utility Agencies, Public Bodies and offering Administrative support including central help desk, recording, tracking and executing and reporting all works related to the services with responsibility to the full satisfaction of the Bank of India.

- | | |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Earnest Money | Rs.10,000/- (Rs Ten Thousand Only) by crossed Demand Draft in favour of Bank of India, Payable at Kolkata. |
| b) Period of Contract | Contract period commences from 15 th day of issue of letter of intent by Bank of India and period of Contract will be three years from the date of commencement subject to annual review. |

Should this tender be accepted, I/We hereby agree to confirm and to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable and in default whereof, authorize the bank to forfeit and pay to the Bank of India, Kolkata the amount of earnest money mentioned in the said contract.

I/We have deposited a sum of Rs.10,000/- (Rs Ten Thousand only) as earnest money with the Bank of India which is not to bear any interest. Should I/We, fail to perform the terms of the contract when awarded, I/We do hereby agree that this sum shall be forfeited by the Bank.

I/We agree to keep our tender open for acceptance for 90 days from the date of opening of Cover II (Price Bid) of the tender.

All schedules necessary in connection with the job to be performed in terms of the contract wherever required are enclosed.

Our Banks are :-

i)

ii)

The name of the partners are :-

i)

ii)

Name of the partner of the Firm Authorized to sign :-

Or

Name of persons having Power of Attorney to sign the contract :
(Certified true copy of the Power of Attorney should be attached).

Yours faithfully,

Signature of the Tenderer

WITNESS

I) SIGNATURE
 OCCUPATION
 ADDRESS

II) SIGNATURE
 OCCUPATION
 ADDRESS

Yours faithfully,

Authorized Signatory

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this _____ day of _____ 2019 between Bank of India, a Corporate Body having its Head Office at Mumbai (hereinafter called “ the Bank”) of the one part and _____ of the other part whose registered office is situated at _____ (hereinafter called “Maintenance Contractor”).

WHEREAS the Bank is desirous of awarding the job of **Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.** (Hereinafter referred to as the Building) under Annual Maintenance Contract (AMC) **for Housekeeping / Cleaning / Sweeping services** (Hereinafter called “the Work”) and handing over of building and service for “the Bank” to the Maintenance Contractor and has caused documents and schedule of Equipment showing and describing the Work to be done by “Maintenance Contractor” who has accepted due performance of the Work in pursuance of the acceptance of tender submitted by him/them AND WHEREAS the documents attached to the tender document covering the conditions, the Work requirement, the schedule of Equipments and the price bids initiated by “the Bank” have been accepted and signed by or on behalf of the parties hereto.

AND WHEREAS the Maintenance Contractor has deposited Earnest Money of Rs.10,000.00 (Rupees Ten Thousand only) in token of performance of this agreement for one year from the date of commencement of the Work as defined here in with provision for revalidation of the agreement every year for next two years if so desired by the Bank and on mutually agreed terms.

AND WHEREAS the Maintenance Contractor has submitted to the Bank Commercial part of the tender (Part I) with a price Bid (Part II) (which together is hereinafter referred to as CONTRACT) AND WHEREAS the said documents (hereinafter referred to as “the contract document”) and the CONTRACT DOCUMENT have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned the Maintenance Contractor will, upon and subject to the conditions annexed, carry out and render the services shown upon the Contract Document and described by or referred to in the CONTRACT and in the said conditions.
2. The said condition and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the task as per the agreement on their parts respectively in such conditions contained.
3. This agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract but is a contract for Manning and Maintenance of the Building and its Services/ Facilities and to be paid for proportionately according to actual services performed at the rates priced in price bid.
5. The Maintenance Contractor shall be afforded every reasonable facility for carrying out of all works relating to the Maintenance Services including Manning and Maintenance in the manner laid in the said Conditions till the completion of the contract.
6. The Bank reserves to itself the right of altering the Scope of Work and nature of the work by adding to or omitting any items of work or having portions of the same carried out through other agency without prejudice to this contract. The Maintenance Contractor will only be paid for the actual services performed and work done payable at the accepted unit rates.

- 7. Timely & effective performance of the contractual obligation shall be considered as the essence of the contract and the Maintenance Contractor hereby agrees to commence the work soon after and not later than 15th day from the date of issue of letter of intent by “the Bank/Bank”, as provided for in the said conditions and to perform the job during and within the stipulated contract period.
- 8. All payments by the Bank under this contract will be made at Kolkata in Indian Rupees and shall be made, subject to satisfactory performance within 20 days from submission of monthly bills, including period of checking of bills being in proper shape and format to be mutually agreed.
- 9. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Kolkata and only courts in Kolkata shall have jurisdiction to determine the same.
- 10. That the several parts of this contract have been read by the Maintenance Contractor and fully understood by them. The Maintenance Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for, by specific written instructions with the prior approval from Bank of India authorities.

If the Contractor is a partnership firm or an individual

IN WITNESS WHEREOF the owner and the Maintenance Contractor have set their respective hands to these presents and hereof the day and year first hereinabove written.

If the Contract is a company

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the MC Services Contractor has caused its common seal to be affixed hereinto and has caused these presents and hereof to be executed on its behalf, the day and year first hereinabove written.

Signature

Signature

(Bank)

(Maintenance Contractor)

Name and Designation

Address

Bank of India
5 BTM SARANI
Kolkata 700001

WITNESS

WITNESS

1

2.

GENERAL RULES AND INSTRUCTIONS FOR THE TENDERER

1. Tenders should be placed in sealed cover, with the name of the work written on the envelopes.
2. In case of two part tenders, dates of submission, opening of tenders and the parts thereof along with superscription on the packages should be as per specific instruction on the tender notice/form.
3. Tenders are to be in the prescribed form, which can be obtained from Estate Department, Kolkata Zonal Office or can be downloaded from Bank website www.bankofindia.com
4. The contract period will initially be for one year from the date of commencement of work, which may be extended up to 3 years after reviewing the performance of the service provider on yearly basis.
5. The Maintenance Contractor should quote in figures as well as in words the rate, and the amount tendered by them. As indicated in Price Bid (Cover II) the amount for each item should be worked out and the requisite totals to be given. The price bid (Cover II) containing break-up of cost trade-wise and item-wise (To be given in separate sheets) should be completely filled in and amounts carried out to the abstract of cost which will also form part of contract documents.
6. Earnest money deposit, amounting to Rs.10,000/- in the form of Bank Demand Draft drawn in favour of Bank of India, must accompany the tender and the tender is to be in a sealed cover superscribed **"Annual Maintenance Contract for Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001.**A tender, which is not accompanied by deposit in the form of demand draft, as earnest money will not be considered. The earnest money so deposited will be held by Bank of India without interest as security deposit for due fulfillment of contract for period of 12 months. The same will be returned after satisfactory rendering of services for the contract period.
7. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful tenderer will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.
8. **L1 will be decided on the Total Annual Chagres for three housekeeping staff (Unskilled Worker). GST applicable over and above.** The acceptance of the tender will rest with Bank of India, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assignment of any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
9. All rates shall be quoted on the proper form in Price Bid/ Abstract of Cost (Part II).
10. On acceptance of the tender, the name of the Authorized representative(s) of the contractors who would be responsible for taking instructions from the Bank shall be communicated to the Bank.
11. **The Bank reserves to itself the right of rejecting or accepting the whole or part tender and the tenderer shall be bound to perform the same at the rate quoted.**
12. All taxes including the GST or any other tax on material or finished works like service tax, work's contract tax, turn over tax etc. in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in this respect.

14. The Tender shall remain open for acceptance for a period of 90 days from the date of opening of part II of the tenders. If any tenderer withdraws his tender before the said period, the Bank shall be entitled to forfeit Earnest Money paid along with the tender.
15. The tender for the work shall not be witnessed by a contractor or a contractor who himself/ themselves has/have tendered.
16. It is obligatory on the part of the tenderer to sign the tender documents for all the parts and that, after the work is awarded, he will have to enter into an agreement for each part with the competent authority of the Bank.
17. The tenderer, apart from being a competent contractor, must associate himself with the agencies of appropriate class.
18. The contractor shall not assign the contract. He shall not subcontract any portion of the contract except with written permission of Bank. In case of breach the Bank has liberty to serve notice and rescind the contract.
19. The earnest money, which will be treated as security deposit on award of contract of the successful tenderer, will be forfeited, if he fails to comply with any of the conditions of the contract.
20. **CONTRACTOR TO INFORM HIMSELF FULLY :** The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipments and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard they will be given necessary information available with the Bank but without any guarantee about its accuracy. If the contractor shall have any doubt as to meaning of any portion of the general conditions, or the special conditions or the scope of work or the schedule of equipments and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once a tender is submitted the matter will be decided according to contract conditions etc.
21. In case of difference between the rates written in figures and words, the rate adopted for working out the total amount of the item in the original tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.
22. Between the duplicate/ subsequent copies of the tender and original tender, the original shall be taken as correct.
23. In all cases of omissions and /or doubts or discrepancies in any item or job requirement, a reference shall be made to the Zonal Manager, Kolkata Zone or in his absence The General Manager, NBG East whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
24. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractors within ten days after such deductions shall make good the amount so deducted.

25. The Bank shall have right to carry an audit/ technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.
26. If for any, reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the Contractor in execution of works, the Bank shall be entitled to recover from the contractor the amount of compensation so paid.
27. The contractor alone shall be liable for their employee/ persons engaged by them for performing the said contract and making payment to them. The contractor should make payment to its employees/ worker engaged for the said contract which shall not be less than what is prescribed under Minimum Wages Act and the rate should be quoted keeping in mind the present wage structure under the Minimum Wages Act. If there is any statutory increase in the wages under the Minimum Wages Act for the employees/ workers engaged for the said contract, the contract shall inform the bank and banks may consider payment of such additional charges to the contractor to the extent of such increase under the Minimum Wages Act. Similarly if there is any reduction in the wages under the Minimum Wages Act at any time, the contractor shall immediately pass on the benefit to the Bank and refund such amounts to the Bank without need for any claim from the Bank. It is clarified that Bank shall not be liable for any payment made by the contractor in excess of the Minimum Wages Act to his employees/ workers.
28. The contractor may be asked to supply extra man power as and when need arises and for extra working hours including Sundays and Holidays. This will be suitably monetarily compensated on already agreed rates.

I/ We hereby declare that I/We have read and understood the above instructions for guidance of tenderers.

Witness

Address _____

Date

TERMS OF PAYMENT

- | | |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.Date of commencement of work | 15 th day from the date of “Letter of Intent or work order” by Bank of India. |
| 2.Period of Contract | 12 months from the date of commencement . |
| 3. Payment of bills by the Bank | Monthly Payment, subject to satisfactory performance, as per Price Bid (Part II). Monthly Bill to be submitted by the 1 st week of every Month and the same will be checked and passed within 20 days from the date of receipt of bill. |
| 4. Escalation | <p>The rate shall remain firm and shall not subject to variation for any reason whatsoever. In case of revision in minimum wages (Central Government) by government, revised wages can be given to the firm on approval of Bank, rest of charges will be unchanged.</p> <p>In case of government notification regarding change in labour wages, Housekeeping agency should advise bank about the enhancement. On approval Bank will pay the enhancement in wages, PF/ ESI as applicable. It is important to mention that service charges of the agency will remain constant and will not change with change in wages. E.g. if Service charges is quoted Rs. 10,000/-, it will remain fixed for three years.</p> |

Place

Date

Signature of Tenderer/ Company

CONDITIONS OF THE CONTRACT

1. Interpretation

In construing these conditions, the job requirements and/or the schedule of equipments the following words shall have the meaning herein assigned to them, except where the subject or the context otherwise requires.

- i) Bank: The term bank shall denote Bank of India represented through its Estate Department, and any of its employees representative authorized on their behalf.
- ii) The contractor shall mean the "Maintenance Contractor" their successor and permitted assigns.
- iii) Site: The site shall mean Bank of India Building **5, B.T.M. Sarani, Kolkata- 700 001**, where the work is to be manned and maintained. The term Work shall mean the work or works to be manned and maintained by Maintenance Contractor under this contract.
- iv) The schedule of quantities shall mean the schedule of quantities as specified and forming part of this contract.

2. Scope

The Bank has established a high quality, well specified comprehensive facility for its **5, B.T.M. Sarani, Kolkata- 700 001**. The bank expects the Maintenance Contractor to take full Responsibility" of **Housekeeping / Cleaning / Sweeping services at Kolkata Zonal Office building located at 5, B.T.M. Sarani Kolkata- 700 001**.

The Bank's objectives is that Maintenance Contractor does not perceive this as short term or a one-time contract but as an exercise in "Asset Value maximization and Asset Life Prolongation".

As a centralized single point responsibility, the Maintenance Contractor shall employ modern systems and services integrating all functions necessary to support the daily operations ranging pertaining to high technical operations and maintenance by deploying competent, trained and experienced work force under a well-structured system, using "Modern Management Techniques and well established certified standards and procedures".

3. Tender submission

The entire set of tender paper issued to the tenderer should be submitted fully priced for consecutive three years and also signed in the last page together with initials on every page. Initials and signature will indicate the acceptance of the tender papers by the tenderer.

4. Agreement

The successful bidder will be required to sign agreement as per the format provided by the Bank. All pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum if any, any amendments made/agreed between the contractor and the bank prior to award of contract well as where applicable.

Submissions made by the contractor, all pre-award correspondence etc. shall form part of the contract.

6 Taxes and Duties

The tender must include in their tender prices quoted, for all taxes, duties, royalties and sales tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained. Applicable GST will be over and above the bill.

7 The Maintenance Contractor shall employ technically qualified and competent persons for operation and maintenance for execution and supervision of the works. The contractor shall comply with the provisions of all labour legislation including the requirement of –

- a) The payment of Wages Act
- b) Employers liability Act, including P.F Act, Gratuity Act, etc.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation and Abilition) Act,
- e) Apprentices Act
- f) Any other act or enactment relating thereto and rules formed there under from time to time.

The contractor shall have to keep the bank saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the bank in connection with any claim that may be made by any workmen.

8. LIABILITIES & INDEMNITIES

The Maintenance Contractor represent and warrants that he shall comply all Laws, Rules and Regulations which relating to or arising out of the performance of the services under the agreement and shall keep the Bank duly informed on such compliances. The Maintenance Contractor agrees to indemnify, defend and hold harmless the Bank in respect of any claims, fines, penalties, cost, expenses etc directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

9. Insurance

The Maintenance Contractor shall have to keep the bank, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the bank, its servants or agents by any of contractors employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement.

10. The bill shall be prepared by the contractor in the structured form prescribed by the bank on monthly basis. The bill in proper form must be duly accompanied by details of work carried out in that month and must show deductions for al previous payments etc.

11. Termination of Contract

If the Maintenance Contractor fails to perform any of its obligations under this agreement or if the bank is dissatisfied with the services of the Maintenance Contractor, Bank may terminate the services of the Maintenance Contractor with an advance notice of one month.

11. Validity of Proposal

The proposals from the Tenderers shall be valid for a period of 90 days from the date opening of part II of tender and shall not withdraw his proposal prior to the expiration of the validity period.

12. Compliance with all statutory requirements

The Maintenance Contractor shall comply with all statutory requirements prescribed by the local as well as Central Government authorities from time to time and submit a monthly report along with all the required proof of compliance to the Bank along with the monthly invoice. The contractor shall produce all the relevant statutory documents for inspection by the Bank and the Government authorities.

13. Emergency Telephone Numbers

The Maintenance Contractor shall provide an emergency telephone number for normal and out of hours operations with a maximum of four hour response time.

14. Occupational Health and Safety.

With regard to occupational health and safety, the Maintenance Contractor shall adhere to the following :

- Issue identity cards and **uniform dress** with caps to all of his employees
- Comply with applicable local regulatory requirements.
- Comply with applicable Banks requirements specified in the contract and appendices.
- Correct all health and safety non-compliance's in a timely manner and where there is an immediate danger to health or life, to stop work immediately.
- Be liable for liabilities arising due to non-compliance of contractor employees, agents or subcontractors with applicable requirements.

15. Communication

- Maintain a system for recording and reporting accident/illness occurring at Bank of India premises of workmen of Maintenance Contractor or while doing work for Bank of India
- Ensure that contractor employees are trained and suitably qualified for their risks.
- Implement a communication process with Bank of India and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of living.
- Periodically report to Bank of India on the performance of the safety management system, programs, violation of safe work practices and status of corrective plans.

16. Safety Management

- Initiate and maintain safety management programs to protect their employees from hazards through procedures, practices and regular inspection of the work areas, materials, equipment and work practices and to protect employer's employees exposed to similar hazards.
- Provide suitable material, equipment, information and training necessary for safe work performance.
- Maintain records including but not limited to contractor employees training, hazard assessments, communications, permits, licenses and accidental investigations.
- In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, entry into confined spaces, and work on high voltage and live electrical equipment.

17. Disaster Recovery Plans

The Maintenance Contractor shall provide and maintain disaster recovery plans for all services and maintenance. The contractor shall be responsible to ensure that the plans are up to date at all times and shall present the recovery plan to Bank of India. In the event of a disaster, the contractor shall co-ordinate the execution of the disaster recovery plan to provide suitable support required in salvaging and making the premises ready for resumption of services.

ROLE & RESPONSIBILITIES OF MAINTENANCE CONTRACTOR

It is the sole responsibility of the Maintenance Contractor (MC) to ensure that the Maintenance and upkeep of premises are done as per the best practices.

1.0 Scope and Responsibilities

The MC is fully responsible for Maintenance and upkeep of premises

1.1 Records of maintenance/ cleaning/ shifting etc.

The MC shall provide printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all routine/ weekly and monthly works to be done in the premises.

1.2 Rotation of Staff and provision of alternate staff:

Agency may keep the same staff or change the staff in consultation with bank so that maintenance is not hampered. Same Housekeeping staff should not be work for more than two years in present premises. It is responsibility of housekeeping agency to suitably rotate them to their other sites. If required, Housekeeping agency has to replace/ rotate the staff as per bank's request. In case of absence of housekeeping staff, agency has to provide alternate housekeeping staff

The services as described above shall be rendered to in respect of all the following services and utilities.

The tenderer must inspect the site of work and familiar and acquaint him with all site conditions before quoting.

ARBITRATION

- I) All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto concerning the works or the execution or maintenance thereof of this contract 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 be refer to Arbitrator by a sole Arbitrator appointed by the Bank. The contractor agreed that such Arbitrator shall be appointed by the Zonal Manager or on his behalf the Chief Manager (Estate Department) of Kolkata Zonal Office of the Bank and such appointment shall be binding on the contractor and shall not be challenged.

- II) For the purpose of appointing the **Kolkata** based sole Arbitrator referred to above, the Appointing Authority within thirty days of receipt by him of the written notice aforesaid will send to the Maintenance Contractor (MC) a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- III) The MC on receipt by them of the names of aforesaid, shall select any one of the persons named to be appointed as a sole Arbitrator and communicate within 30 days his name to the Appointing Authority who shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the MC fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.
- IV) If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- V) The work under the contract shall, however, continue during the Arbitration proceedings. No payment due or payable to the MC shall be withheld on account of such proceedings except the disputed payment of fees, if any, on account of other provisions in this agreement.
- VI) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- VII) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- VIII) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place in Kolkata City as may be fixed by the Arbitrator in his sole discretion.
- IX) The fees, 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. As regards, the cost of the reference and of the award including the fees, if any, the Arbitrator may direct to and by whom and in what manner, such costs or any part thereof shall be paid.

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

GENERAL SCOPE OF WORK:

- a) The following scope of work is only indicative and contractor is advised to use his own judgement in evaluating the quantum of work involved in maintenance and upkeep of premises.
- b) Visiting Branches/ residential buildings of Bank of India to attend some emergent work as decided by Estate department.



**Tender Document
For**

**Annual Maintenance Contract for Maintenance & Services of Electrical
Equipment in the Bank's Building located at 5, B.T.M. Sarani, Kolkata.**

FINANCIAL BID

Annexure-II

Tender Issued to-

MANPOWER/VARIOUS SERVICES REQUIREMENT AND COSTING

Sl. No.	Item Description	No. of persons	Rate per Month *	PF/ESI/bonus/ other statutory payments *	The service charge of the contractor/month considering all expenses	Total Amount Per month	Total Annual Charges **
1.	Housekeeping Boy	3(Unskilled)					
	Total amount in Words and figures						

*Details to be given in separate sheet for per person. **All rates should be as per latest Central
Government labor wages guidelines and norms.**

**** GST as applicable will be extra**

L1 will be decided on the Total Annual Chagres for three housekeeping staff. GST applicable over and above

Date

Signature

(Stamp & Seal)