



**OPERATIONS DEPARTMENT, REGIONAL OFFICE, CHENNAI (NORTH)**

Tender Ref No. RO:CHE(N):OD:321-22

Date: 30.04.2022

**PART-I OF THE REQUEST FOR PROPOSAL (RFP) -**

**PREQUALIFICATION CUM TECHNICAL BID**

**ANNUAL MAINTENANCE CONTRACT FOR HOUSEKEEPING SERVICES AT BANK'S ADMINISTRATIVE OFFICE / STAFF QUARTERS IN CHENNAI:**

1. BANK'S BUILDING AT UNION BANK BHAVAN, 139, BROADWAY, CHENNAI
2. BANK'S STAFF QUARTERS, SANTHOME, CHENNAI

**Contract Period: 1<sup>ST</sup> July 2022 to 30<sup>TH</sup> June 2025**

**NAME AND ADDRESS OF THE BIDDER**

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**Contact Phone / Mobile no. :** \_\_\_\_\_

**E-mail ID :** \_\_\_\_\_

**Tender Start Date : 4th May 2022**

**Last date for submission : 25th May 2022 (before 15.00 Hrs.)**

**Date of Opening of Tender : 25th May 2022 at 15.30 Hrs.**

**Signature & Seal of the Bidder**

### SCHEDULE OF EVENTS

1	Bid document availability	Bid document can be downloaded from Bank's website <a href="http://www.unionbankofindia.co.in">www.unionbankofindia.co.in</a> & govt. portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> from 04.05.2022 to 25.05.2022
2	Last date for requesting clarification	Date: 12.05.2022 till 5.00 pm (All communication regarding points / queries requiring clarifications shall be given in writing to Ms. Lalitha, Manager (Operations) by e-mail at <a href="mailto:cmpndrochennai@unionbankofindia.bank">cmpndrochennai@unionbankofindia.bank</a> , with cc to: <a href="mailto:b.narendran@unionbankofindia.bank">b.narendran@unionbankofindia.bank</a>
3	Pre-bid meeting	Date: 13.05.2022 Time 12.00 noon
4	Last date of submission of Bids	In tender box kept the address shown in Sr. No. 7 Date: 25.05.2022 Time: 3.00 PM
5	Date and time of opening of Pre-qualification cum technical bid	Date: 25.05.2022 Time 3:30 PM Authorized representatives of bidders are advised to be present during opening of Pre-qualification cum technical bids. However, pre-qualification cum technical bids would be opened even in the absence of any or all of the representatives of bidders.
6	Opening of Commercial Bids	On a subsequent date which will be communicated to such bidders who qualify in the Pre-qualification cum Technical bid.
7	Address for Communication and Submission of Bid	<b>The Dy. General Manager, 4th floor, Union Bank of India, Regional Office, Chennai (North), 139, Broadway, Chennai - 600108.</b>
8	Telephone No.	(044)- 23460747/23460829/23460830
9	Earnest money Deposit	<b>Rs. 2,00,000/- (Rupees Two Lakh Only)</b> by Demand Draft or Pay order drawn in favour of Union Bank of India payable at Chennai as Bid Security.
10	Bidder Contact Details:	<ol style="list-style-type: none"> <li>1. Name of the Firm/Company</li> <li>2. Contact Person</li> <li>3. Mailing Address with Pin Code</li> <li>4. Telephone No. and Fax No.</li> <li>5. Mobile No.</li> <li>6. E-mail</li> </ol>
11	All correspondence relating to this RFP should be sent to following email ids.	<a href="mailto:cmpndrochennai@unionbankofindia.bank">cmpndrochennai@unionbankofindia.bank</a> cc. to: <a href="mailto:b.narendran@unionbankofindia.bank">b.narendran@unionbankofindia.bank</a>

**Signature & Seal of the Bidder**

**Disclaimer**

Union Bank of India (the Bank), Operations Department, Regional Office, Chennai (North) has prepared this RFP document. The information is provided to prospective tenderers who intend to participate in tendering for Annual Maintenance Contract of Housekeeping services for Union Bank of India for which this tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement, nor invitation to perform work of any kind to any party. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the bank with the selected Bidder.

The purpose of this tender is to provide requirement of the Bank to all interested parties for submitting their tender. While Bank has taken due care in the preparation of the information contained herein, it does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Bank is not responsible if no due diligence is performed by the Respondents.

Union Bank of India reserves the right to alter, amend, update or supplement the information reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline bids without assigning any reason thereof.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their tenders.

The Bank reserves the right to reject any or all tender applications without assigning any reasons whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Union Bank of India reserves the right to alter, amend, update or supplement the information reflected in this document or to change the process or procedure to be applied.

This notice is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from this process unless and until a formal contract is signed and executed by duly authorized officers of Union Bank of India with the selected Bidder.

**Signature & Seal of the Bidder**

**PART I- PRE-QUALIFICATION CUM TECHNICAL BID****INDEX (for reference)**

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Signature &amp; Seal of the Bidder

## RFP NOTICE

**Subject: Annual maintenance contract for Three Years for housekeeping work at Bank's building Union Bank Bhavan, 139, Broadway, Chennai and Bank's Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-6000028.**

1. Union Bank of India invites sealed tenders in two-bid system (Pre-qualification cum Technical Bid and Price Bid separately) from eligible agencies having Office in Chennai for annual maintenance contract of housekeeping work at Union Bank Bhavan, 139, Broadway, Chennai-108, and Bank's Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-6000028 for three years as per the terms and condition mentioned in the RFP.
2. The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a Proprietary concern and should be in existence for last 5 years from the date of submission of RFP (Certificate of incorporation/Registration is to be submitted).
3. **Although the scope of job is for three years, performance will be reviewed on yearly basis and continued for further periods only if the performance of the contractor is found satisfactory and discretion to renew the contract for further periods will be solely of the Bank.**
4. The application forms are also available during tender period from 04.05.2022 to 25.05.2022 on bank's website at [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in)
5. The bidders are required to complete the form of RFP, price the schedule of quantities and sign each page of RFP documents before submission in token of having read and accepted the terms and conditions. **The completed set of RFP(Pre-qualification cum Technical Bid in Envelope 'A' and Commercial/Price Bid in Envelope 'B') is to be enclosed in a sealed envelope 'C' superscribed as "RFP for Appointment of Agency for Annual Maintenance Contract (AMC) of Housekeeping services at Bank's Administrative Office and Staff Quarters in Chennai" and addressed to:**  
**The Dy. General Manager**  
**Union Bank of India, Regional Office, Chennai (North)**  
**Union Bank Bhavan**  
**139, Broadway,**  
**Chennai - 600108.**
6. Tenders will be received upto 15.00 hours on 25.05.2022. Tender **will not be received by Post or Courier services.** Bidders are advised to drop the tender in the Tender Box at 2nd Floor of Bank's Regional Office, Chennai (North) Building, well within the schedule date and time.
7. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
8. The tender will be opened at 15.30 hours on 25.05.2022 at above address in the presence of authorized representative of bidder.
9. Tender shall remain valid for acceptance for a period of 90 days from the notified last date of tender submission. If any tenderer withdraws his tender before the said period, the Bank shall be entitled to forfeit Earnest Money paid along with the tender.

**Signature & Seal of the Bidder**

10. The Bank reserves the right to reject any or all tender received at any stage of the tendering process without assignment of any reasons thereof. The decision of the Bank shall be final, conclusive and binding on all the parties.
11. The tender rate against each item of work / price indicated in the schedule of quantities and rates / price should be indicated both in words and figures. In case of any discrepancy, the rates indicated in words would prevail.
12. The rates quoted against each item of work / price should be for the complete finished item of work and include all labour, material, taxes, overhead, duties, etc. GST will be paid extra.
13. Each tender shall be accompanied by Earnest Money of 2,00,000/- (Rupees Two Lakh only) in the form of Pay Order / Demand Draft in favour of Union Bank of India, payable at Chennai. Earnest money should be submitted by all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The bidders should furnish relevant supporting documents along with their bids. **Tenders without Earnest Money or without valid exemption shall be summarily rejected.**
14. **SECURITY DEPOSIT:**  
The successful bidder shall provide a cash security for an amount equivalent to Rs. 3,00,000/- (Rupees Three Lakhs only) through DD/Bank Guarantee amount in favour of "Union Bank of India" within a period of 15 days from the date of issue of letter of intent/Work Order. The EMD submitted along with the bid will be adjusted against the Security Deposit, if so desired by the successful bidder.
15. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers after completion of process. Earnest money paid by the successful bidder will be retained by the Bank as a security deposit till completion of the work and will be released upon satisfactory completion of assignment. In case of default or nonpayment of wages to workers, the security deposit will be encashed to fulfill the liability of the contractor.
16. Earnest money paid by bidder shall be forfeited by the Bank if the successful bidder fails to undertake the job if he has been communicated about acceptance of his rates.
17. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
18. The tender shall be submitted in 3 envelopes as under:  
  
Envelope A - shall contain technical bid and EMD and superscribed as **"Pre-qualification cum Technical Bid for appointment of Agency for Annual Maintenance Contract (AMC) of Housekeeping services at Bank's Building at Union Bank Bhavan, 139, Broadway, Chennai and Staff Quarters at Santhome, in Chennai"**.  
  
Envelope B - shall contain price bid and superscribed as **"Price Bid for appointment of Agency for Annual Maintenance Contract (AMC) of Housekeeping services at Bank's Building at Union Bank Bhavan, 139, Broadway, Chennai and Staff Quarters at Santhome, in Chennai"**.  
  
Envelope C - shall contain envelopes A & B and superscribed as **"RFP for Appointment of Agency for Annual Maintenance Contract (AMC) of Housekeeping services at Building at Union Bank Bhavan, 139, Broadway, Chennai and Staff Quarters at Santhome,**

**Signature & Seal of the Bidder**

19. The minimum eligibility criteria have been clarified in technical bid. Agencies fulfilling the mandatory criteria and scoring the minimum qualifying marks in pre-qualification criteria will be selected for next stage of process i.e. site inspection. Team of the Bank officials may visit the referred sites mentioned by the bidder to verify quality of housekeeping services provided by them as per specified parameters. The bidder has to co-ordinate for such visit by our bank's official to the selected organization i.e. firm/agency/organization etc where they are currently providing housekeeping services. During site inspection, confidential report of the respective bidder will be obtained from the employer. If the confidential report does not read satisfactory report of the bidder or any negative feedback (viz unsatisfactory services, non-compliance of labour laws/ scope of work, misbehavior of the engaged housekeepers/supervisors etc) of the bidder is given by the organisation, the bidder will be declared disqualified in technical evaluation even if he has scored the qualifying marks in pre-qualification. Unopened price bid of those not satisfying the criteria will be returned.
20. Bidders who qualify both in pre-qualification cum technical evaluation and have satisfactory reports from their client, will be selected for opening of price bid. For example, if a bidder has scored qualifying marks in pre-qualification cum technical evaluation but did not have satisfactory reports from their previous clients will be declared disqualified.
21. Bank shall have the right to cross verify and ascertain all the information submitted and seeking confidential reports from the previous clients before short listing the applicants. No separate intimation shall be sent to the bidders for their presence at the time of opening of technical bid. Only one representative shall be allowed to present during the opening of the bid.
22. Bank has the right to reject / select one or more agencies. The Bank reserves the right to reject any or all tender received without assignment of any reasons thereof. The decision of the Bank shall be final, conclusive and binding on all the parties.
23. Tenderers are advised to carefully read and understand the complete scope/ value and volume of the contract involved before submitting their tenders. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tendered shall be deemed to have full knowledge of the Site, whether he inspects it or otherwise. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions, rates and other factors bearing on the execution of the works. No clarifications will be entertained after submitting the tenders.
24. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. If the space provided in the Performa is insufficient for giving full details, the same may be given on a separate sheet of paper with seal and signature of the firm. Tenderers are to ensure that tender form shall be submitted strictly in the format as mentioned along with the supporting documents.

**Signature & Seal of the Bidder**

25. Information / details furnished by prospective Contactors / suppliers / professionals / vendors even after selection, if found to be false at any time in future or any information, affecting tenders, is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the tenders of such Contractors / suppliers / professionals / vendors will be declared disqualified even if he fulfills all the required mandatory/pre-qualification parameters. The security deposit submitted by the concerned bidder will also be forfeited
26. Wherever copies are required to be furnished, these should be self certified copies.
27. Bidders have to keep checking our website for any additional instructions /Addendum/Corrigendum etc before 48 hours of tender submission time. Bidders who quote tender without attaching additional instructions/ Addendum/ Corrigendum, if any will be rejected. No separate notice will be published in the newspaper regarding any additional instructions/Addendum/Corrigendum, if any. Tenderers are advised to verify the same before submitting the bids.
28. This tender notice shall form part of the contract documents. Bidders have to ensure that complete set of this RFP document duly signed and affixed seal of the firm on each page is attached along with other required papers/documents in Envelope 'A' which contains technical bid and EMD. **The bid submitted without attaching RFP documents duly signed by the authorized signatory and seal of the firm on each page will be summarily rejected.**
29. Minimum manpower under skilled and unskilled category for the scope of work specified in the RFP has been mentioned by the Bank in Commercial/Price bid section which is as under:

Bank's Building at Union Bank Bhavan- House Keeper/Hamal - (Unskilled):	10
Administrative office building - Caretaker/Supervisor (Skilled):	1
Bank Quarters - Santhome House Keeper/Hamal -- (UnSkilled):	3 (i.e., 1 person for 8 hours - on 3 shifts a day)

While quoting the rates, bidders are not allowed to decrease the minimum manpower specified by the Bank. However, bidders are requested to make their own assessment of manpower required for the scope of work and may accordingly increase the required manpower in the commercial/price bid section. Bidders must ensure that amount quoted per manpower per month should comply the current minimum wages (Basic + VDA) as applicable for the different category of workers as per Minimum Wages Act issued time to time by Dy. Labour Commissioner (Central). Any relievers and leave reserve for deploying the personnel should be included in the rate for such personnel and would not be separately payable.

Signature & Seal of the Bidder



30. Contract will be awarded to the vendor, sum of whose rates quoted in Commercial/Price/Financial Bid will be lowest subject to condition that the vendor fulfills all the RFP terms and conditions and complying all statutory requirements and the technical bid of such vendor being found in order. In case the L 1 rates quoted by more than one vendor are found to be same, the contract shall be awarded to the vendor obtaining highest marks on the points mentioned in the pre-qualification criteria of technical bids and whose technical bids are found in order.
31. After awarding the contract to the successful bidder, Bank may, at any time, increase the required manpower for the housekeeping work to be engaged in Union Bank Bhavan building, 139, Broadway/staff quarters at Santhome mentioned in the RFP. The wages to the additional manpower will be claimed by the contractor in line with the current applicable minimum wages act and the same will be reimbursed by the Bank as per actual deployment in line with the labour act/minimum wages act.
32. **Minimum wages payable to the personnel to be engaged shall be strictly as per Central Labour Laws Only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971.** The contractor alone shall be liable for their employees/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 contractor 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.
33. Applicants registered as MSME/NSIC/Udyog Aadhaar are exempted from depositing EMD provided they attach self attested copy of the relevant certificate from the concerned Government Department to this effect with technical bid. The certificate should be duly valid as on date of opening of the RFP. However, exemption is only for Tender document fees & EMD. Security Deposit in the form of Demand Draft/Bank Guarantee as per the RFP document shall be submitted by the successful bidder.
34. Any Bid not accompanied by EMD amount, as mentioned above and proof of exemption under point (33) above, will be rejected by the Bank, as non-responsive.
35. For any query / clarification regarding the tender documents/ terms & conditions, the bidder may approach the following officials:

**MANAGER (Operations),**  
**Regional Office, Chennai (North)**  
**Contact No.: 044-23460747**  
**E-mail ID: [cmpndrochennai@unionbankofindia.bank](mailto:cmpndrochennai@unionbankofindia.bank)**

**Signature & Seal of the Bidder**

**BIDDER'S APPLICATION**  
**(On bidders' letter head)**

To

The Deputy General Manager,  
Union Bank of India,  
Regional Office, Chennai (North),  
4th Floor, Union Bank Bhavan,  
139, Broadway,  
Chennai - 600108.

Sir,

**Sub: Application/Offer towards pre-qualification cum technical bid for Annual maintenance contract for Three Years for Housekeeping services at Bank's building UNION BANK BHAVAN located at 139, Broadway, Chennai-600108 and Bank's Staff Quarters at Santhome located at Old Door NO.13, New No.25, Lazarus Church Road, Santhome, Chennai-600028.**

I / We have read and understood the pre-qualification notice and instructions to the Applicants and submit my / our applications duly filled and complete in all respects according to the Performa for Bank's consideration. I / We further understand that pre-qualification and selection of Contractor for Housekeeping Services will be in accordance with Bank's terms and conditions subject to the authority of the Bank to alter or amend the same keeping in view of the exigencies of the work. I / We do hereby declare that the information furnished in the Performa and in the supplementary sheets is correct to the best of my / our knowledge and belief.

On getting the work, the sites will be examined ourselves as to various conditions stated; I/we hereby offer to execute the works at the respective rates which I/we have quoted in the Commercial offer. I/We herewith deposit **Rs. 2,00,000/- (Rupees Two lakh only)** by Demand Draft or Pay order drawn in favour of Union Bank of India payable at Chennai as Earnest Money Deposit as bid security.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by the Bank. I/We do hereby bind myself/ourselves to Bank authority to forfeit the aforesaid deposit of **Rs. 2,00,000/- (Rupees Two Lakh Only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work as per the time frame stipulated in the tender document.

I/we agree to pay all applicable taxes prevailing and be levied from time to time on such work for which the same are leviable and the rates quoted by me/us in the commercial offer. I/we understand that Bank is not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Union Bank of India may award contracts to more than one agencies / firms who are empanelled and that I/we shall make no claims if Union Bank of India accept only a part of my/our tender. We unconditionally agree to Union Bank of India preconditions as stipulated in the tender documents.

**Signature & Seal of the Bidder**

In case of any discrepancy in execution of subject work (if work awarded to me/us) as per tender terms Bank reserves the right to terminate our contract and forfeit the Earnest money deposit/Security Deposit paid by us in additions to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from tendering in future for the Bank and its Offices. Union Bank of India reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honor its bids as per terms and condition of this tender.

I/we enclose demand draft/pay order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ (Name of the bank) payable at Chennai in favour of Union Bank of India for Rs.2,00,000/- (Rs. Two Lakh Only) towards Earnest Money deposit. Any Commercial discloser in the Envelope will disqualify me/us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed by the authorized signatory and affixed seal of the firm.

Yours faithfully,

### Signature

Name:  
Organization:  
Designation  
Contact no.

Seal:

Encl: DD No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_  
(Name of the Bank) payable at \_\_\_\_\_

### CERTIFICATE

(On bidder's Letter Head)

I hereby certify that I have studied scope of work and all the terms and conditions of the tender document, understood the same and hereby accept the same and signing this document as an authorized signatory in the capacity of Proprietor/Partner/Director.

Date : \_\_\_\_\_ Signature & seal of the firm: \_\_\_\_\_

Place : \_\_\_\_\_ Name & Designation: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Signature & Seal of the Bidder

**PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA:****Important Note:**

1. Non-compliance of any of the mentioned mandatory criteria will disqualify the bidder. Compliance of fulfillment of mandatory criteria will be solely based on the valid documentary proof attached/submitted by the bidder.
2. Bidders who fulfill the mandatory criteria only will be selected for evaluation of prequalification criteria.
3. Bidders who fulfill mandatory criteria and score minimum qualifying marks in pre-qualification criteria only will be selected for site inspection.
4. Bidders, who fulfill mandatory criteria and score minimum qualifying marks in pre-qualification criteria and also qualify in site inspection parameters, only will be selected for next level of process i.e. opening of price/commercial bid.

**➤ Mandatory Criteria (1<sup>st</sup> Stage of evaluation):**

1. Must have Office in Chennai : Yes / No

2. Must be registered with:

- Income-tax (PAN) No. : Yes / No
- GST No. : Yes / No
- EPF Regn. No. : Yes / No
- ESI Regn. No. : Yes / No
- Registration no. under Contract Labour Act for Tamilnadu State : Yes / No
- Registration under Tamilnadu Shops & Establishments Act, 1947 : Yes / No

(Copies of certificates of registration with relevant authorities to be enclosed. All these certificates shall be valid on the date of opening of tender.)

3. Company must be in business for last 5 years from FY 2021-22 : Yes / No

(Documentary proofs viz. Registration certificate of firm/documents stating date of establishment of the firm are mandatorily to be enclosed)

4. Should have minimum 50 labours engaged on payroll basis as on date of application : Yes / No

(Documentary proof to be submitted viz. EFP/ESIC Challan, salary slip of employees etc)

**Signature & Seal of the Bidder**

➤ **Prequalification Criteria (4th Stage of evaluation):**

<b>Sr. No</b>	<b>Parameters</b>	<b>Maximum Weight age</b>	<b>Self rating by Agency</b>
1.	Should have executed Housekeeping work in offices/—of PSUs/MNCs/Corporate offices/Reputed hospitals / Airports /Hotels by providing cleaning manpower for housekeeping work during last 5 years (ending on 31.03.2022)  Please submit work order/ completion certificate/ performance certificate/employer certificate of the client clearly mentioning the area of the site where the bidder is executing housekeeping work in proof of the above claim failing which the marks will not be assigned.	50	
2.	Should have average annual turnover of Rs.1 crs & above during last 3 years (FY 2018-19, 2019-20 & 2020-21) doing housekeeping work only duly audited/certified by CA.  Please note that turnover/receipts of works other than Housekeeping work will not be considered. The Bidder is required to furnish a CA Certificate in this regard.	30	
3.	Should have earned net profit during last three financial years (FY 2018-19, 2019-20 & 2020-21) as under:  Net Profit : Upto 5 Lac : 06 Marks Net Profit : > 5 Lac to 10 Lac : 08 Marks Net Profit : > 10 Lac & above : 10 Marks  Please enclose copy of audited Balance Sheet for FY 2018-19, 2019-20 & 2020-21 and ITR for Assessment Year 2019-20, 2020-21 & 2021-22.	10	
4.	Bank solvency certificate of a Nationalized Bank/ Scheduled Bank for amount minimum of Rs. 5.00 lac and should not be older than 6 month from the date of opening of tender.	10	
	<b>Total</b>	<b>100</b>	

- Agencies getting minimum 80 marks will be selected for prequalification.
- It may please be noted that the experience in housekeeping work in PSUs/MNCs/ Corporate offices/Reputed hospitals / Airports/ Hotel etc will only be considered for awarding weightages. Experience in any other utility will not be considered. Bidders should necessarily enclose work order/completion certificate/performance certificate/employer certificate from the employer/client clearly mentioning the area of the site where the bidder is executing housekeeping work based on which the marks will be assigned. In absence of work order/completion certificate/performance certificate/employer certificate, bidders will not be eligible for the assigned 50 marks under pre-qualification criteria.

Signature & Seal of the Bidder

➤ **Site Inspection Criteria (3<sup>rd</sup> Stage of evaluation):**

Following parameters may be verified by the bank's official during site inspection of the bidders:

Sr. No	Parameters
1	Compliance to statutory requirements i.e. EPF/ESI/Labour compliance etc by the vendor
2	Quality of work undertaken/Cleanliness maintained at site
3	Dress Code followed at the site
4	Opinion of the Organisation which had utilized the services of the bidder regarding housekeeping work
5	Mechanization adopted in housekeeping works at site
6	Modalities adopted in housekeeping works at site
7	Maintenance of registers for attendance and job roles

- During site inspection, confidential report of the respective bidder will be obtained from the employer/client. If the confidential report does not read satisfactory report of the bidder or any negative feedback (viz unsatisfactory services, non-compliance of labour laws/ scope of work, misbehavior of the engaged housekeepers/supervisors etc) of the bidder is given by the employer, the bidder will be declared disqualified.
- If non-compliance of any of the above mentioned parameters is observed by the Visiting Officials/Inspection Team of the Bank during visits of the sites chosen for inspection, the bidders will be declared disqualified. No request for re-inspection, change of referred sites by the bidders will be accepted.

**Details of works in hand:** It is compulsory to furnish following information failing which application will be rejected summarily. Please give name & contact nos. of reporting officers.

Sr. No.	Name of Client & Site address	No. of housekeeping workers and supervisors engaged	Area of the site / building	Contract period	Value of Contract Rs.	name & contact No. of the concerned officials of the Client

Copies of work orders for all the above works, performance certificate issued by valued clients must be enclosed. Please mandatorily mention **name & contact No. of the concerned officials of the Client.**

**Signature & Seal of the Bidder**

**BIO - DATA OF BIDDER**

1.	Name of the firm	:	
	Corporate/Registered Office Address	:	
	Branch Office Address	:	
	Telephone No.                      Office Residence	: :	
	Mobile	:	
	Fax	:	
	E-Mail	:	
2.a)	Whether proprietary/partnership/ Pvt. Ltd./ Public Ltd. (certificate of registration/partnership deed/Article & Memorandum of Association to be enclosed)	:	
b)	Name of the Proprietor, Partners, Directors	:	I) II) III)
c)	Year of establishment (Enclose certificate of registration for proof)	:	
3.	Registration with Tax Authorities	:	
	i) Income-tax (PAN) No. ii) GST No. iii) EPF Regn. No. iv) ESI Regn. No. v) Excise No. vi) Registration no. under Contract Labour Act of Tamilnadu State vii) Registration under Tamilnadu Shops & Establishments Act	:	

(copies of certificates of registration with relevant authorities to be enclosed. All these certificates shall be valid on the date of opening of tender.)

**Signature & Seal of the Bidder**

4. Names of the Bankers with address & telephone numbers:

I)

II)

5. Furnish copies of audited balance-Sheet and Profit & Loss A/C. for the last 3 years i.e. 14-15, 15-16, 16-17 : Enclosed / Not enclosed

6. Empanelment / Registration with Govt. / Public Sector / Banks (certificates of Registration/Empanelment to be enclosed as Annexure-V.

Name of the Organization	Year since empanelled

7. Give details if at present involved in litigation in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

8. Details of civil suit, if any, that arose :  
during execution of contract in the  
past 10 years.

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9. Name & relation, if any, with the staff :  
member of Union Bank of India.

10. Details of work executed during the last 5 years:

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with dt Commence / completion		If work incomplete or terminated (give reasons)

**Note:** Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed. Please note without the copies of certificates, your application is liable to be rejected.

12. LIST OF NAME/S OF PROPRIETOR / PARTNERS & EMPLOYEES

Name and Father/Husband Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Value of work done

14. Turnover/Profit in last 3 years:

(Rs. In Lac)

Sr. No.	Year	Turnover	W/w Turnover from Housekeeping	Net Profit
1	2018-19			
2	2019-20			
3	2020-21			

Copies of Audited Balance Sheet, Income-tax returns / assessment orders for each year to be enclosed

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15. Please enclose copies of following documents:

- |  |   |        |
|--|---|--------|
| a. Last return filed with EPF Department                           | : | Yes/No |
| b. Last return filed with ESI Department                           | : | Yes/No |
| c. Last return filed with Labour Commissioner (Central) Department | : | Yes/No |

**Note: Copies of latest challan/return of EFP/ESIC with employees details are to be enclosed mandatorily failing which the bids are liable to be rejected.**

16. Details about programs and tie-up for giving training to workers during the year. Please mention the name of institute and contact no. of persons to obtain information about your company. In case, you do not have such system of imparting training to workers, please clearly mention the same.

17. Details of ongoing litigations / cases filed with Labour Commissioner / EPF/ESI Authorities:

**Signature & Seal of the Bidder**

**DECLARATION**

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, any future contract made between ourselves and Union Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.

I / We agree that the decision of Union Bank of India in selection of contractors will be final and binding to me / us.

All the information furnished by me hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

**BRIEF DESCRIPTION OF PROPERTY FOR HOUSEKEEPING PURPOSE:**

**Total built up area under scope of work: 60,000 sft. (appx.)**

**1. Bank's Building known as Union Bank Bhavan, 139, Broadway, Chennai-108 :**

Complete Building and premises known as Union Bank Bhavan comprising an area of about 55,000 sq.ft., consisting of Basement + Ground + upper 3 floors.

Entire Ground floor includes branch premises of Chennai Main Branch, ATM lobby, Currency Chest and Car Parking area functioning at present, admeasuring about 16,000 sq.ft.

Entire 1<sup>st</sup> floor consists of SARAL Office, Zonal Audit Office, Zonal Vigilance Cell, Overseas Branch, Industrial Finance Branch and Canteen area functioning at present, admeasuring about 13,000 sq.ft.

Entire 2<sup>nd</sup> and 3<sup>rd</sup> floors consist of Regional Office and Field General Manager's Office, admeasuring about 13000 sq.ft. (in each floor)

**2. Staff Quarters at Santhome: Location: Old Door NO.13, New No.25, Lazarus Church Road, Santhome, Chennai-600028. General Passage and outside area only, admeasuring about 5000 sq.ft.**

**Scope of work at Union Bank Bhavan building, 139, Broadway, Chennai-108:**

The contractor is supposed to provide qualified and experienced personnel for the housekeeping work, to discharge following functions:

**Daily basis works**

- Cleaning the immediate periphery of the building and utility rooms of the building.
- Sweeping and moping of the Main Entrance lift lobby, walls, boards, lifts **thrice daily** (before 9.30 AM, 12.30 PM & 3.30 PM )
- Sweeping and moping of guard's cabins, basement cabins, compound and basement area as applicable once in a day.
- Sweeping and moping of staircase, passages and all other office areas.
- Sweeping and moping of all floors daily in the morning before 9.30 a.m.
- Sweeping and moping of all executives' cabins daily before 9.00 a.m.
- Cleaning of all (gents & ladies) toilets on regular intervals with good quality of detergents and disinfectants minimum thrice a day, one before commencement of office hours, once before lunch hours and once after lunch time.
- Cleaning of Pantry and Toilets along with toilet fixtures such as urinal, washbasins, W.C., mirror, lights, doors, dustbins, buckets, mugs in the toilet etc. Removing of cobwebs from ceilings, Scrubbing of all walls and floor in the toilet thoroughly in the morning and thereafter every hour a check should be maintained to keep the toilet clean and dry. Soap containers fitted in the toilets should be filled every day with any branded liquid soap like Dettol, Lifebuoy.
- Removing choke-up of urine blocks from toilets.
- Cleaning of wall tiles, pots, partitions, windows etc.
- Daily cleaning of tables, chairs, telephones, computer peripherals, partitions, window, glasses, sofas, wooden racks, steel cabinets etc on all the floors and executive cabins.
- Cleaning of carpets & vinyl floor daily.
- Removing cobwebs daily.
- Removing stains from floor, walls, staircases, cabin doors, partition of cabin inside and outside on a regular basis.
- Cleaning of Canteen area in 1<sup>st</sup> floor.
- Cleaning of all the furniture's in the building on daily basis.
- Floor mopping, table/window/glass cleaning on daily basis with necessary detergent and cleaning material.
- Staff Canteen of UNION BANK BHAVAN in 1<sup>st</sup> floor/ hand wash area must be cleaned and floor mopping to be done continuously during Lunch hours i.e. 2.00 to 3.00 pm. One

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dedicated person should be available during that time in 1<sup>st</sup> floor attending to floor mopping services and cleaning of kitchen area of the canteen.

- Cleaning surfaces of computers, key boards, fax machines, printers and photo-copiers with the appropriate cleaner.
- The Agency shall provide the following toiletries on regular basis as per consumption in the toilets/ wash rooms of buildings (UNION BANK BHAVAN at Broadway):
  - i. Liquid Soap including the container
  - ii. Paper Napkins/Towels
  - iii. Naphthalene Balls
  - iv. Air Fresheners in wash basins and Toilets
  - v. Toilet Paper Rolls
- Air fresheners to be used on each floor of UNION BANK BHAVAN after the cleaning work on daily basis.
- Dusting of all other furniture
- All the cleaning and sweeping shall be done by human efforts or by use of machines or both on daily basis except in cases where specifically provided otherwise.
- Disposal of waste/garbage/stationery on daily basis to garbage bin. The garbage should be disposed off outside the banks premises on daily basis and under no circumstances the garbage/waste materials should be kept in the banks premises at UNION BANK BHAVAN at Broadway.
- The agency will ensure collection and segregation of bio degradable and non-bio degradable garbage and arrange for disposal of garbage at such specified place on a daily basis. Accumulation of garbage/waste in premises will not be acceptable.
- Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises, Dining places, pantry, etc. for easy collection and disposal; so that the dust bins are maintained neat & clean.
- Cleaning of compound area of the UNION BANK BHAVAN twice a day.
- Any other work related to above and overall upkeep/cleanliness of the entire premises.
- The contractor should deploy adequate resources i.e. manpower and machinery for attending to the works. The arrangement of cleaning should be such that each floor to have separate dedicated work hand which should not be shared with other floor. The compound cleaning shall have another set of machine/work hand. There is a Currency Chest Branch and car parking area in the basement. There shall be adequate provision of spare work hand to fill the gap due to absentees. The entire operation of cleaning shall be completed between 7.30 am to 10.00 a.m. on daily basis. There should be arrangement of availability of work hand from 10 am to 3.30 pm on daily basis. All the operation of cleaning shall be supervised by qualified supervisor who must have passed graduate level.
- Services of the engaged housekeeper labours will be utilized for the complete 8 hours duty.

**Weekly basis works:**

- Weekly washing down of compound area and compound wall with detergents.

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- Checking & removing of all choke-up drainage system once in a week and whenever required.
- Cleaning of carpets once in a week with vacuum cleaner for effective cleaning

**Fortnightly basis works:**

- Sweeping and cleaning of terraces and canopy once in a fortnight.
- Cleaning of aluminum panel fixed around the building upto 4th floor.

**Execution of work at UNION BANK BHAVAN:**

The work of housekeepers shall be monitored by the Qualified Supervisor (minimum graduate). The works should start by 7.30 am and to be completed before commencement of office hours. Our office normally starts functioning by 10.00 am. The day's sweeping and cleaning work shall be completed latest by 09.30 am on all working days. Arrangement will have to be made for urgent/emergency work during the day. Housekeepers will remain engaged in the cleaning work for the 8 hours duty. All the Housekeepers should be in company uniform with ID Card.

**Scope of work at Staff Quarters at Santhome:**

- Cleaning the immediate periphery of the building and utility rooms of the building.
- Sweeping and moping of the lift lobby and lifts daily
- Sweeping and moping of staircase, passages, compound and periphery area as applicable once in a day.
- Sweeping and moping of all floors daily in the morning before 9.00 a.m.
- All the cleaning and sweeping shall be done by human efforts or by use of machines or both on daily basis except in cases where specifically provided otherwise.
- Disposal of waste/garbage/stationery on daily basis to garbage bin. The garbage should be disposed off outside the banks premises on daily basis and under no circumstances the garbage/waste materials should be kept in the banks premises at Staff Quarters at Santhome.
- Floor mopping, stairway glass cleaning on daily basis with necessary detergent and cleaning material.
- Any other work related to above.
- Keep an eye on the entry of personnel entering the staff quarters and advise them to enter the visitor register.
- Always keep the main door closed to stop the entry of stray animals and open the doors only to the Bank staff and family members. Outsiders may be allowed to enter only after enquiry.

**Weekly basis works:**

- Weekly washing down of compound area and compound wall with detergents.

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- Checking & removing of all choke-up drainage system once in a week and whenever required.
- Sweeping and cleaning of terraces and canopy once in a fortnight

**Execution of Work at Staff Quarters at Santhome:** A Housekeeper shall be available in each 8 hour shift in the building through-out the day (24 hours), ( i.e., one manpower for 3 shifts a day). The Housekeeper should be in uniform with ID Card. Only the on duty housekeeper should be present in the room given by the Bank during the duty hours. No unwanted personnel or group or personnel should be found using the room given by the Bank.

**General Details:**

1. All cleaning material such as phenyl, disinfectants, deodorants, odonil, room, fresheners, insecticides like finit, hit, air-freshener round, dettol, hand wash, liquid soap, sani cubes, squeeze, Vim powder, naphthalene balls, round brush and necessary tools for cleaning and maintenance shall be provided and arranged by the contractor at his own cost of brand companies such as HUL, ITC, P&G, etc. duly approved by the bank authorities. The Agency shall arrange to procure the consumable items/materials of best quality for providing housekeeping, upkeep and maintenance services as approved by Bank.
2. Contractor should indicate the requirement of material on weekly/fortnightly/monthly basis along with the brands of material to be used as per table below and submit details of materials supplied accordingly.
3. All cleaning tools as indicated below shall be arranged by the contractor at his own cost. Submission of details of requirement of tools on monthly basis is compulsory without which offer will be rejected.
  - Hard brush, Soft brush
  - Soft / Hard duster
  - Wet and Dry Mops/Steel Scrubber
  - Multi Wash
  - Dry mop kit
  - Glass cleaner/wiper
  - WC cleaner
4. The contractor should deploy following machinery at site for housekeeping work:
  - Vacuum Cleaner
  - Small Size Mopping Machine
  - Floor Scrubber machine
  - High Pressure Water Jet machine
  - Steam Jet Cleaners
  - Compact Scrubber Driers
  - Scrubber Driers Heavy Duty
  - Single Disc Scrubber

Above machineries are just indicative and Contractor can deploy additional equipments, if found necessary for effecting cleaning of the office premises.

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### **Additional conditions**

1. Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye-law and shall be responsible for any lapse. The contractor shall comply to the provision of Contract Labour (Abolition & Regulations) Act, Minimum Wages Act (Central Government), Employers Liability Act including ESI Act, Provident Fund Act, Gratuity Act etc, Workman Compensation Act, Apprentices Act, Equal Remuneration Act, The Payment of Wages Act, and all other labour laws applicable to him for execution of work mentioned in the Tender. The minimum wages (Basic + VDA) for Skilled / Unskilled labours should be as per the latest circular issued by Dy. Chief Labour Commissioner (Central).
2. The Successful Bidder should possess the requisite license under Contract Labour (R&A) Act issued by the Central Labour Commissioner for running the establishment at its own cost. The Bank shall not be responsible in any way for any breach by the Successful Bidder of the rules and regulations governing the running of such establishments. The Successful Bidder shall register with the Registrar of concerned Central Labour Commissioner, Government of India (Ministry of Labour).
3. The workers deployed at our site shall be rotated regularly and no worker will be allowed to continue the work more than 12 months as a safety measure and precaution for safeguarding Bank's property and sensitive installations particularly, Currency Chest
4. The Contractor will have to make payment to workers / employees through Account payee cheque preferably by opening account in Union bank of India Branch. The wages to be disbursed in front of Bank's officer and wage statement should be signed by Bank's officers confirming that the payments are made in his presence.
5. The monthly payment to the Contractors will be made by the Bank only after he has made payment to the workers / employees.
6. All the eligible workers / employees shall be registered and covered under EPF, ESI. Submission of statement of EPF & ESI and payment challans for every month is compulsory without which monthly payment to the Contractor will not be released.
7. Wherever applicable the Contractor shall take out Labour License from the "Asst. Labour Commissioner (Central Govt)".

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8. The employees and the workers of the Contractor shall be carrying out the duties as assigned without indulging in any other activities. The movement of workers/employees shall be restricted to the area of work and he/she should not visit any other floors/offices. If found such worker/employee shall be removed from the site immediately. Further any staff of the contractor found to be misbehaving, not functioning properly, shall be removed immediately. The performance of work done by the contractor will be reviewed by the Bank on daily basis and if the work is not found satisfactory, it will have to be improved. In case the performance of the contractor remains unsatisfactory for a period of 15 days in a month, the bank may terminate the contract by giving 15 days notice.
9. The successful Contractor shall provide uniform to all its Sweeping & Cleaning Staff with Identity Cards. Whenever any staff is replaced it should be duly informed to the Officer in-charge at site in advance and such a change should not affect the services rendered at site.
10. The wages to workers shall be strictly as per Central Government and conforming to circular/wage revisions issued by Labour Department. The wages will be revised at an interval of 6 months as per circular issued by Labour Department. Any difference in wages to workers as per revised wage revision circular will be reimbursed to the contractor by the bank as per actual.
11. Submission of compliance reports executing satisfactory services for housekeeping of common area, toilets, pantry, office area such as mopping, cleaning, putting all the consumable items in place as per contract terms.
12. Attending all the housekeeping issues pointed out by the respective users/department/staff at the earliest.
13. Up keep of all the external building and open surfaces including jet cleaning of all hot surfaces, Cleaning of all the lights, conduits, switch board, sump pumps, ventilation, ceiling fans, etc. including servicing as per the manufacturers specifications, cleaning & repairing work including removal of dirt, dust, cob webs, switching on /off the light fixtures, AC plant, hydro pneumatic water system. DG Sets, HT/LT panels, A/c Plants, AHU's, Jet Impulse fans, transformers, Fire fighting, Fire Alarm, sprinkler, hydrant, IBMS etc.

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14. Maintaining inventory of consumable items, and submitting monthly report along with bill.
15. Vendors are required to take all the possible action to achieve 100% efficiency in the services in totality strictly in terms of contract and maintaining the desired quality as per above terms specified by the Bank in the tender.
16. Requirement of No. of staff and labour deployment shall be accounted for by the vendors looking into the task he has to perform under the contract. Hence, at any point of time, no such deficiency should be observed.
17. Apart from weekly off and permitted holidays as per Labour Act, no other holidays will be allowed.
18. Should any new areas of work transpire which Bank considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually agreed between the Bank and Service Contractor based on actual rate analysis on established norms . In the event of non Agreement of the rates, the Bank reserves the right to get the same executed through any other agency so appointed for.
19. The Bank will provide free of charge space for facilitating housekeeping Service Contractor for rendering their services.
20. The Bank will make all payments to the housekeeping Service Contractor for the satisfactory services rendered on monthly basis in accordance to the relevant clause of conditions of contract.
21. In case of non performance of above duties/any defective work observed, the penalty of `1,000/- per instance/per item will be levied.
22. The contractor should provide indemnity bond for any loss to the bank and execution of an agreement on their count. Subject to acceptance of the above, Agreement shall be executed.
23. The Services Contractor or any of their employees / officers / staffs / personnels / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staffs / representatives / personnel / agents.

24. After the award of the contract, if the selected bidder does not perform satisfactorily, the Bank reserves the right to get the contract work done by another party of its choice. In this event, the selected bidder is bound to make the additional expenditure, which the Bank may have to incur for the selection of another Service Contractor.
25. 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 or any other law relating to workmen to pay compensation to a workmen employed by the Contractor in execution of works or is made to pay any fine or penalty, the Bank shall be entitled to recover from the contractor the amount of compensation fine or penalty so paid.
26. Neither the contract nor any rights granted under the contract may be sold, leased, sub-contracted, assigned, or otherwise transferred, in whole or in part, by the bidder or the contractor and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.
27. If at any point of time during the progress of work, if it is observed that the Successful bidder is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from the employer (Bank) and as per contract terms & conditions, the Bank reserves the right to terminate the contract within one month notice period. In such case, the Successful bidder shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the Successful bidder shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited.
28. Although the contract period is for three years, the contract will be initially for a period of 12 months, which may be further extended for further period of two years at the discretion of the Bank upon satisfactory service being provided by the vendor. The contract can be terminated by either party by giving one month's notice. However, the Successful bidder undertakes to continue to discharge his duties and obligations, until a new agency is engaged by the Bank.

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29. The Successful Bidder will have to bring cleaning materials, chemicals and equipment, required for cleaning in advance for each month at his own cost at the site and keep it in their safe custody. The chemical /material to be used must be eco-friendly & biodegradable manufactured by reputed firms as indicated in the tender above. In case, it is observed the cleaning material used is of inferior quality or insufficient in quantity, the Bank shall reserve the right to purchase the same itself and deduct the cost thereof out of the monthly bill payable to the Successful Bidder.
30. Contract will be awarded to the vendor, sum of whose rates quoted in Commercial/Price/Financial Bid will be lowest subject to condition that the vendor fulfills all the RFP terms and conditions and complying all statutory requirements and the technical bid of such vendor being found in order. In case the L 1 rates quoted by more than one vendor are found to be same, the contract shall be awarded to the vendor obtaining highest marks on the points mentioned in the pre-qualification and site inspection criteria together of technical bids and whose technical bids are found in order.

### **SPECIAL INSTRUCTIONS TO THE TENDERER**

**Subject: Annual maintenance contract for Three Years for housekeeping work at Bank's building at Union Bank Bhavan, 139, Broadway, Chennai and Bank's Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-6000028.**

#### **GENERAL INSTRUCTIONS:**

- 1 Inspection of sites: The bidder shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.
- 2 Safety Regulations: The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's employees, and traffic persons.
- 3 Compliance to local laws: The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of By Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.
- 4 Vouchers / bills: Contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as per the specification mentioned in the tender.
- 5 Subletting the work: The contractor shall not directly or indirectly sublet the work to other party without written permission from the bank.
- 6 Distribution of work: The Bank reserve the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.
- 7 Third party damage: The contractor shall be responsible for all injury to persons, animals, building structure, any damage to road, streets, and footpaths and shall rectify the same from his own cost.

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- 8 Insurance cover: All the workers of the contractor, must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain insurance policy in the joint name of the Bank and the contractor against this risk indemnifying the Bank from all the liabilities arising out of such events. Insurance Policy will be retained by the Bank in original until the virtual completion of the work. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
- 9 Protection of material and work: The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will have to be made good by the contractor at his own expenditure.
- 10 Conditional tenders: Conditional tenders are liable to be rejected.
- 11 The acceptance of the tender will rest with Union 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 / cancel the tender process at any stage without assigning 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.
- 12 Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter can not be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is recourse to any legal action in this regard.
- 13 Incomplete quotation: Incomplete quotations shall be summarily rejected.
- 14 Earnest Money Deposit of successful tenderer shall be treated as security deposit. The contractor should pay this amount to the Bank by DD or PO at the time of submission of tender. This amount shall be retained by the Bank till the work is virtually completed and all amounts relating thereto settled.
- 15 The contractor is requested to sign each page of the tender and put rubber stamp, seal below his signature and seal the quotation in an envelope and after the work is awarded, he will have to enter into an Agreement with the Bank.
- 16 Supervision: The contractor is required to have on site during all working hours a competent supervisor (acceptable to Bank) who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by the Architect / Engineer of Bank.
- 17 All work shall be carried out in a workman-like manner to the entire satisfaction of the Bank. All the workers shall wear proper uniform whenever in premises and on the work.

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- 18 Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour by laws and shall be responsible for any lapse. The contractor shall comply to the provision of Contract Labour (Abolition & Regulations) Act, Minimum Wages Act, ESI Act, Provident Fund Act, Gratuity Act, Workman Compensation Act, Equal Remuneration Act and all other labour laws applicable to him for execution of work mentioned in the Tender.
- 19 Safety: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site. In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.
- 20 Nuisance: The contractor shall not any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.
- 21 The contractor will be paid on monthly basis for the services during the preceding month for which he shall submit the bill for the agreed amount latest by 7<sup>th</sup> of the following month.
- 22 All persons employed by the contractor for carrying out the work would be deemed to be contractor's employee for all purposes and he shall make regular and full payment to his employees as per Minimum Wages Act and in compliance to other Labour Laws. No liability / responsibility whatsoever on account of persons engaged by the contractor is attributable to the Bank.
- 23 The contractor shall be fully and exclusively liable for the payment of wages, PF, leaves, etc. to the worker engaged by him. The Bank shall not have any liabilities towards non-compliance of any of the laws by the contractor. The personnel deployed will not be treated as employees of the Bank.
- 24 None of the contractor's personnel shall enter into any kind of work other than provided under this contract within the complex.
- 25 The personnel deployed by the contractor shall be of good conduct, character and health. They should be in proper uniform and identity cards whenever they are in the premises of the Bank. The contractor is bound to remove any of the person employed by him and arrange for replacement of removed person as and when advised to do so by the Bank.



- 26 The contractor shall be solely responsible for the integrity of the personnel deployed. If any of the contractor's staff is found misbehaving with any of the employees of the Bank or participant, the contractor shall terminate the services of such person forthwith.
- 27 The Bank shall not be responsible for any injury or loss of life occurring during the performance of duties in the premises to any personnel deployed by the contractor. Any compensation or expenditure towards treatment for such injury or loss of life shall be borne by the contractor.
- 28 No residential accommodation would be provided by the Bank to the contractor and / or to the persons engaged by him.
- 29 The contractor and his personnel shall cooperate with the security agencies deployed in the campus and shall be thoroughly checked every time they enter/leave the premises by the security personnel at the main gate.
- 30 The selected vendor will have to enter into contract agreement and will have to provide Deed of Indemnity in favour of the Bank.
- 31 Transfer of Tender Documents: Transfer of tender documents purchased by one intending tenderer to another is not permissible.
- 32 The selected vendor will abide by all rules and regulations and directions issued from time to time by statutory authority particularly Asst. Labour Commissioner (Central), Authorities controlling EPF & ESIC. The vendor will have to adhere to minimum wages act, bonus and all other related obligations.
- 33 Amount quoted under Price Bid must comply the mandatory requirement of payment of current applicable minimum wages (Basic + VDA) to different category of workers as per Minimum Wages Act. The amount quoted is inclusive of all kind of taxes, duties, charges, wages, conveyance, cleaning material/machinery cost etc. excluding GST which will be paid on actual as per prevailing rates. In case minimum wages are revised upward/downward, the bank will reimburse/recover actual difference based on actual workers deployed at the site and thus have quoted comparative rates.
- 34 The Contractor shall maintain all registers required under various Acts, which may be inspected by the Bank as well as the appropriate authorities at any time. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification, to the nominated official of the Bank. The contractor shall ensure that payment credited directly into bank accounts of his employees through NEFT or in the presence of an authorized representative of the Bank every month regularly. Also, Contractor will also have to produce evidence of having remitted PF & ESI amount of each worker with the concerned authorities every month along with the bills.
- 35 The material to be used shall be of reputed make as specified or approved by Bank. One month material should always be in stock of the contractor within our premises.

**Signature & Seal of the Bidder**

**36 SECURITY DEPOSIT:**

The successful bidder shall provide a cash security for an amount of Rs 3,00,000/- through DD/Bank Guarantee in favour of "Union Bank of India" within a period of 15 days from the date of issue of letter of intent/Work Order. The EMD submitted along with the bid will be adjusted against the Security Deposit, if so desired by the successful bidder.

**SECTION VIII : DRAFT AGREEMENT**

**AGREEMENT FOR** Annual Maintenance Contract (AMC) for providing Housekeeping services at Bank's building at UNION BANK BHAVAN located at 139, Broadway, Chennai-600108 and Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-600028, for the contract period of three years commencing from 1<sup>st</sup> July 01, 2022 and ending on 30<sup>th</sup> June 30, 2025.

THIS AGREEMENT made at Chennai on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 between the **Union Bank of India**, a banking company established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head office at 239, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Chennai-21 (Hereinafter called 'the Bank') of the one part and \_\_\_\_\_ engaged in the work of providing Housekeeping Services (Hereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of getting the work related to Annual Maintenance Contract (AMC) for providing Housekeeping services at Bank's Building at UNION BANK BHAVAN located at 139, Broadway, Chennai-600108 and Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-600028, for a period of three years and has caused specifications, scope of work, etc. describing the works to be done.

AND WHEREAS the tender of the contractor was accepted and work awarded to the Contractor by the Bank under their letter No. \_\_\_\_\_ dated \_\_\_\_\_

AND WHEREAS the Contractor has accepted the work order for the work aforesaid in their letter no. \_\_\_\_\_

AND WHEREAS the said specifications, the Schedule of Quantities and scope of work have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work as per the Conditions set forth in the Scope of Work, General Details, Additional Conditions and Special Instructions to the tenderer (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said scope of work and included in the Schedule of Quantities under price bid at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there-under (hereinafter referred to as 'the said Contract Amount')

**Signature & Seal of the Bidder**

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. For the consideration hereinafter mentioned, the Bank hereby appoints M/s\_\_\_\_\_ as the Housekeeping Service Contractor who will carry out and render the services described by or referred to in the tender. The conditions for the services Conditions set forth in the Scope of Work, General Details, Additional Conditions and Special Instructions to the tenderer (all of which are collectively hereinafter referred to as “the said Conditions”) and shall be read and construed as forming part of this Agreement. The parties hereto shall abide by, submit themselves to the conditions, and perform the task on their parts respectively in such conditions contained, as per the Agreement. This Agreement and Schedules and documents annexed herewith shall form the basis of this contract.

**2. Scope of work:**

- a. As per Tender Document .
- b. The Bank reserves to itself the right of altering the scope of work and nature of the work by modifying any items of work or having portion of the same carried out through other agency without prejudice to this contract. The contractor will only be paid for the actual service performed and work done payable at the accepted unit rates.

**3. Payment Terms:**

- a. The Bank will pay the Contractor the said contract amount of Rs..... (Rupees.....) plus applicable GST (hereinafter referred to the ‘Contract Sum’ ) or such other sum as shall become payable hereunder at the times and in the manner specified in Technical and Commercial bids and the said conditions for the 1<sup>st</sup> year of housekeeping service. If the Bank renews the contract for further period, the sum payable by the Bank will be as per the accepted/negotiated rates for 4<sup>th</sup> & 3<sup>rd</sup> year quoted by the contractor in the price bid or the rates mutually agreed by the parties thereto.
- b. This contract is a fixed Lump Sum contract for housekeeping services of the Bank’s administrative offices and to be paid proportionately according to the actual performance.
- c. All payments by the Bank under this contract will be made only at Chennai in Indian Rupees and shall be within 30 days from the submission of bills including period of checking subject to bills being completed in all respect with enclosures and in the format to be mutually agreed.

**Signature & Seal of the Bidder**

d. All taxes including the sales tax or any other tax on materials/services like service tax, work's contract tax, turn over tax etc prevailing at the time of tender in respect of this contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in this respect.

e. That the terms of this contract have been read by the Contractor and fully understood by him/ them. The Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless ordered for or by specific instructions with prior approval from the Bank.

#### **4. Standard of Performance:**

a). The Contractor must perform the complete services (without any negligence) on timely basis using utmost and absolute skill, honesty, loyalty and due care and complying with all the provisions, rules and regulations under applicable laws. The Contractor shall always, without any bias, render Services in the best interest of the Bank. The Contractor shall be afforded every reasonable facility for carrying out of all works relating to the provisions of the pest control Services laid in the said conditions till the completion of the contract. Any delay, negligence, error, default or deficiency in providing and/or performing the services shall be considered as breach for the purpose of this Agreement. The Contractor shall always provide the services through its fully trained and fully equipped officers, employees, agents and representatives.

b.) Timely performance of the contractual obligation shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work soon after but not later than 10<sup>th</sup> day from the date of issue of letter of intent by the Bank as provided in the said conditions and to perform the job during and within the stipulated contract period.

c). The Contractor shall allow the Union Bank of India (UBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by the Contractor relating to the Bank or this Agreement, within a reasonable time failing which the Contractor will be liable to pay any charges/ penalty levied by Bank.

d) The Contractor shall not sub-contract, except with the prior written consent of the Bank, to provide any of the Services under this Agreement.

e) Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye-law and shall be responsible for any lapse. The contractor shall comply to the provision of Contract Labour (Abolition & Regulations) Act, Minimum Wages Act (Central Government), ESI Act, Provident Fund Act, Gratuity Act, Workman Compensation Act, Equal Remuneration Act and all other labour laws applicable to him for execution of work mentioned in the Tender. The minimum wages (Basic + VDA) for Skilled / Unskilled labours should be as per circular issued time to time by Dy. Chief Labour Commissioner (Central).

#### **5. Representations & Warranties of Parties to this Agreement:**

**Signature & Seal of the Bidder**

Each Party represents, warrants, and covenants to the other Party to this Agreement that:

- a. Each Party is validly incorporated / constituted and existing and has the requisite corporate and other requisite approvals for executing this Agreement and holds and will keep in force the licenses and approvals required for performing their part of the obligations hereunder.
- b. The signature and delivery of this Agreement by each Party has been duly authorized and performance by each Party shall not result in the breach of any term or provision of any applicable law, charter by-law or Agreement to which each Party hereto is a party or by which is bound; and
- c. This Agreement constitutes a valid and binding contract.

#### **6. Applicable Law and Jurisdiction:**

The terms of this contract shall be construed in accordance with the laws of India. All disputes and differences of any kind whatsoever arising of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Chennai and only court in Chennai shall have jurisdiction to determine the same.

#### **7. Terms:**

**Period of contract is for three years, however the performance will be reviewed annually and continued for further period, only if, the performance of the contractor is found satisfactory and discretion to renew the contract for further period will be solely of the Bank.**

#### **8. Termination:**

a.) Initial period of Contract shall be 12 months from date of commencement of work and subsequent extension of contract for further period of one/ two years subject to performance review on annual basis, if any, will be decided at the sole discretion of the Bank on satisfactory services rendered by the Contractor. Bank reserves the rights of not extending the contract beyond the said period. If the Contractor fails to perform any of its obligations under this Agreement and if the Bank is not satisfied with the services of the Contractor during the regular and extended period, Bank may terminate the services of the Contractor, at any time by giving one month's notice in writing. In such event, the Bank reserves the right to get the work done / services performed by another agency or contractor of its choice. In that event, the Contractor is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another contractor / service provider. Also, the Successful bidder undertakes to continue to discharge his duties and obligations, until a new agency is engaged by the Bank. This clause is applicable, if for any reason, the contract is cancelled during the contract period including extension.

**Signature & Seal of the Bidder**

b). Bank shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on termination of services by the Bank.

c.) Except for non-payment, in no other circumstances the Contractor shall have a right to terminate this Agreement.

#### **9. Insurance:**

The Contractor shall cover all employees, servants and agents under his charge, including waiver of their subrogation, for all statutory compliances like ESIC, PF, Accidental, Life, Third Party and Property damage Insurances as specified in the tender.

#### **10. Indemnity:**

a). The Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents

b). The Contractor shall indemnify and keep the Bank, it's directors, officers, employees or agents indemnified and saved harmless against claims, costs, expenses (including attorney's fees), damages, actions or proceedings brought or instituted against the Bank, it's directors, officers, employees or agents by any of contractor's employees or any other third person or authority in connection with relating to or arising out of the performance of the services under this Agreement.

c). If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or Contract Labour (Regulation and Abolition) Act, 1970 or Employees Provident Fund and Miscellaneous Provisions Act, 1952, any statutory modification or re-enactment thereof or law relating to performance of the services by the contractors to pay compensation to workmen employed by the Contractor in execution of work or providing services, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid and special damages for any prosecution launched and/or penalty or punishment imposed.

#### **11. Dispute Resolution:**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. Any dispute will be subject to the exclusive jurisdiction of the courts at Chennai. During the proceedings, the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Chennai only

**Signature & Seal of the Bidder**

**12. Notices and other communication:**

a). Any and all notices or other communications that are required or desired to be provided to any Party hereto under this Agreement shall be provided in writing and sent personally or by certified or registered post with acknowledgement due or e-mail duly transmitted, facsimile / fax transmission (with hard copy to follow) or overnight courier mail, addressed to the Parties at the addresses and fax number set forth on the signature page.

b). Notices shall be effective receipt, except that notices send by registered post in a correctly addressed Envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch. In case the communication is made by facsimile transmission, on the date of successful facsimile transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number). Any Party may change the address and fax number to which notices are to be sent to it by providing written notice to the other Party in one of the manners provided in this provision. Unless otherwise expressly indicated in this Agreement, all references to "days" shall mean calendar days.

**13. Assignment:**

The Contractor shall not assign or otherwise transfer any of its rights or delegate any of its obligations hereunder in any form whatsoever without the written consent of BANK. Any purported assignment or delegation in violation of the preceding sentence shall be void and of no effect. This Agreement shall be binding on the Parties' legal respective, successors or permitted assignees or delegates.

**14. Entire Agreement:**

This Agreement along with tender and tender response by the Contractor collectively constitutes the entire Agreement between Bank and the Contractor and supersedes all prior and contemporaneous communications, understandings, representations and negotiations, with respect to the services and other matters covered by this Agreement.

**15. Amendment:**

No variation, amendment, modification or waiver of any provision of this Agreement, nor consent to any departure there from, shall in any event be effective unless the same shall be in writing and signed by the authorized representative of each of the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**16. Severability:**

If any term or provision or clause of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall be unimpaired and invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

If the contractor is a Partnership or a Proprietor

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.

If the contractor is a Company

IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on it's behalf through its duly authorised representative / Power of Attorney on the day and year first hereinabove written.

**Signature Clause**

Signature  
(Bank)

Name:

Designation:

Address of the Bank

Union Bank of India  
Union Bank Bhavan,  
139, Broadway,  
Chennai-600108.

Bank

WITNESSES

1

2

Signature  
(The Contractor)

Name:

Designation:

Address of the Contractor

The Contractor

WITNESSES

1

2

**Signature & Seal of the Bidder**



### **SECTION IX : DEED OF INDEMNITY**

**DEED OF INDEMNITY** This Deed of Indemnity executed at Chennai on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (hereinafter referred to as “**the Obligor**” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

#### **IN FAVOUR OF**

**UNION BANK OF INDIA**, a banking company established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head office at 239, Union Bank Bhavan, Vidhan Bhavan Marg, Nariman Point, Chennai-400021 (hereinafter referred to as “Union Bank ” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

**WHEREAS** Union Bank vide its Tender No [ ] dated [ ] had invited Bids from the eligible Bidders for Annual Maintenance Contract (AMC) for providing Housekeeping services at Bank’s Building at UNION BANK BHAVAN located at 139, Broadway, Chennai-600108 and Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-600028,

#### **WHEREAS**

(1) The Obligor has

- (a) offered to Union Bank the service(s) as stated under Scope of Work of Tender;
- (b) represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated...../Tender;
- (c) represented and warranted that the aforesaid services offered to Union Bank do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Union Bank;
- (d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such Contract with Union Bank;

(2) Union Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (**the Contract**) with the Obligor;

(3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of Union Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to Union Bank and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.

**Signature & Seal of the Bidder**

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Union Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender/the Contract.

In consideration of Union Bank having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that: -

(1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified Union Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against Union Bank by whomsoever and all losses, damages, costs, charges and expenses that Union Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.

(2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorisations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(4) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(5) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to IDBI Bank).

(6) This indemnity shall survive the Contract.

(7) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above.

**Signature & Seal of the Bidder**

(8) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at **Chennai**. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(9) Union Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of Union Bank.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of )

\_\_\_\_\_ )

by the hand of \_\_\_\_\_,)

\_\_\_\_\_, the authorised official )

of the Obligor



**OPERATIONS DEPARTMENT, REGIONAL OFFICE, CHENNAI (NORTH)**

Tender Ref No. RO:CHE(N):OD:321-22

Date: 26.04.2022

**PART-II OF THE TENDER FOR**

**PRICE BID**

**ANNUAL MAINTENANCE CONTRACT FOR HOUSEKEEPING SERVICES AT BANK'S VARIOUS ADMINISTRATIVE OFFICES/STAFF QUARTERS IN CHENNAI:**

1. BANK'S BUILDING AT UNION BANK BHAVAN, BROADWAY, CHENNAI
2. BANK'S STAFF QUARTERS, SANTHOME, CHENNAI

**Contract Period: 1<sup>ST</sup> July 2022 to 30<sup>TH</sup> June 2025**

**NAME AND ADDRESS OF THE BIDDER**

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**Contact Phone / Mobile no. :** \_\_\_\_\_

**E-mail ID :** \_\_\_\_\_

**Tender Start Date : 4th May 2022**

**Last date for submission : 25th May 2022 (before 15.00 Hrs.)**

**Date of Opening of Tender : 25th May 2022 at 15.30 Hrs.**

**Signature & Seal of the Bidder**

**PRICE BID**  
(On letter head of the contractor)

Annual maintenance contract for Three Years for housekeeping work at Bank's building at Union Bank Bhavan, 139, Broadway, Chennai and Bank's Staff Quarters at Santhome, located at Old Door No.13, New Door No.25, Lazarus Church Road, Santhome, Chennai-600028.

To,  
Dy. General Manager,  
Union Bank of India,  
Regional Office,  
Chennai (North),  
Union Bank Bhavan,  
139, Broadway,  
Chennai-600108.

Dear Sir,

We have gone through the details of terms / conditions and nature of services to be provided. We have visited the site and got all necessary details. Accordingly, our charges for maintenance and upkeep of the Bank's various administrative offices would be as per the following tables:

Sl. No	Category	Total Man-power	Amount quoted per manpower per month ( ` )*	Total Manpower charges per month `
A	B	C	D	E = (C X D)
1	House Keeper/Hamal - (Unskilled)	13		
2	Caretaker/Supervisor-(Skilled)**	1		
3	Cleaning Materials/Machinery Charges per month	NA	NA	
4	Management Fee per month	NA	NA	
5	<b>Grand Total charges of Sl. No. 1 to 4 per month excluding GST</b>			
6	<b>Add : GST on Sl. No. 5</b>			
7	<b>Grand Total per month including GST (5 + 6)</b>			

\* Amount quoted per manpower per month should comply the current minimum wages (Basic + VDA) as applicable for the different category of workers as per Minimum Wages Act issued time to time by Dy. Labour Commissioner (Central).

\*\* Any relievers and leave reserve for deploying the personnel should be included in the rate for such personnel and would not be separately payable.

Hence, total amount for rendering housekeeping services as per the terms & conditions of the tender document is ` \_\_\_\_\_ (Rupees \_\_\_\_\_) per month including GST.

**Signature & Seal of the Bidder**

The rates quoted are based on current minimum wages (Basic + VDA) as applicable for the different category of workers as per Minimum Wages Act issued time to time by Dy. Labour Commissioner (Central). The amount quoted above is inclusive of all kind of taxes, duties, charges, wages, conveyance, cleaning material/machinery cost etc. excluding GST which will be paid on actual as per prevailing rates.

While quoting the rates for housekeeping work, we have kept in mind that in case minimum wages issued time to time by Dy. Labour Commissioner (Central) are revised upward/downward, the bank will reimburse/recover actual difference based on actual workers deployed at the site and thus have quoted comparative rates.

SIGNATURE OF THE CONTRACTOR

NAME OF THE COMPANY:

DATE:

SEAL:

**Signature & Seal of the Bidder**