



**INDIAN OVERSEAS BANK**

**GENERAL ADMINISTRATION DEPARTMENT**

**CENTRAL OFFICE**

762-764, ANNA SALAI, CHENNAI 600 002

TECHNICAL BID-PART A

Notice Inviting Tender

**COMPREHENSIVE FACILITY MANAGEMENT  
SERVICES FOR RESIDENTIAL QUARTERS AT  
CHENNAI FOR A PERIOD OF TWO YEARS**

NIT REFERENCE NUMBER: CO/GAD/ /2023-24

## NOTICE INVITING TENDER (NIT)

Indian Overseas Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Central Office at #763, Anna Salai, Chennai 600 002 (herein onwards referred as the 'Bank') invites

Tender on GeM portal in two bid system in accordance with this **Notice Inviting Tender (NIT)** for selecting a prospective contractor, to carry out the **COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR RESIDENTIAL QUARTERS AT CHENNAI** for a period of one year.

Technical Bid and price bid shall be uploaded separately in the GeM Portal.

**PAGES 76-78 IS THE PRICE BID. DO NOT UPLOAD THESE PAGES UNDER ANY DOCUMENT CATEGORY IN THE TECHNICAL BID.**

**PLEASE UPLOAD PRICE BID PAGES 76-78 UNDER "PRICE BID"**

### **Objective of Tender:**

The aim and objective are to provide a high level of clean, hygienic and presentable look to the entire area, and to attend to the services involving plumbing, sanitation and carpentry, to ensure a non-disruptive work environment. Pre-designated supervisors of the contractor will supervise the awarded work. **Mechanized / manual cleaning** may be done as far as possible with proper equipment using enough **prescribed Bio-degradable/Eco friendly cleaning material**, for all building applications at their own cost and the Bank will not provide the same. It may be noted that cleaning, sweeping, dusting etc. must be of a very high standard failing which it would be deemed that the agency has failed to perform as per the agreement and penalty including cancellation of contract and forfeiture of security amount may be resorted to in that case. Skilled plumbers shall be deployed to maintain the pumps and motors, ensure regular water supply and drainage, coordination with statutory authorities for ensuring uninterrupted water supply etc. Skilled carpenter with experience with various materials for partitions, furniture, false ceiling, hardwares such as door closers, floor springs, telescopic hinges etc. shall be deployed to attend to repair works.

### **Resources Requirement:**

The contractor must provide high standard housekeeping services with sufficient number of latest cleaning equipment/ machines such as WET/DRY VACCUM CLEANER (at least one), HIGH PRESURE JET as applicable at their own cost and the Bank will not provide the same. Tools required for Plumbers and Carpenters shall be provided by the contractor. The tenderer must employ/place enough manpower & machines / equipment so as to ensure high quality services. Computerized record of number of manpower deputed, machines, equipment & materials used may be maintained and submitted to Bank's official on weekly basis or as and when requested. The contractor shall keep all the machines and tools in always working conditions.

Details of Bank's premises where the proposed Facility management services are to be rendered are, as below:

**CLUSTER - I**

**Premises - A**

Indian Overseas Bank Executive Quarters,  
(Overseas House & Chidambaram Gardens)  
Sterling Avenue / Sterling Road,  
Nungambakkam, Chennai - 600 034

**CLUSTER - II**

**Premises – B**

Sl.No	Name of the property	No of flats	Address
1	Venkata Vijayam Apartments, West CIT Nagar	4	11, South road, West CIT Nagar, Chennai-600035
2	Overseas Brindavan Apartment, Adayar	16	B Ramachandra Adithanar Road, Gandhi Nagar, Adayar, Chennai-600020
3	Narayan Arihant Ocean Towers, Triplicane	5	Walajah Road, Triplicane, Chennai-600002
4	Breezy Nook Apartment, Velachery	6	37/6C, 7 <sup>th</sup> cross street, Dhandeeswaram, Velachery, Chennai-600042
5	Kences Brindavan Apartment, Kilpauk	4	Door 175, EVR Lane, Kilpauk, Chennai-600010
6	Creations Divine Apartment, Perambur	20	18/28, Asiriyar Street, Perambur, Chennai-600039
7	SAF Games Village, Koyembedu	14	B-17, IOB flats, SAF Games Village, 100 feet road, Koyembedu, Chennai-600107
8	Overseas Besant Apartment, Besant Nagar	13	33/1, Mahalakshmi Koil street, Besant Nagar, Chennai-600090
9	Overseas Marvel Apartment, RApuram	16	New Door:32, Old door:35, Overseas Marvel, Thiruvengadam street, Raja Annamalaipuram, Chennai-600028
10	VedNivas Apartment, Kilpauk	2	New Door:36, Old door:52, Taylors Road, Kilpauk, Chennai-600010
11	New Building , T – Nagar	9	New Door:2, Old door:1/2, Sir Thiyeagaraya Road, T Nagar, Chennai-600017
12	TAISHA, Nerkundram	47	TAISHA, AIS Apartment complex, West Natesan Nagar, Virugambakkam, Chennai-600092
	Total	156	

Signature of the bidder with seal

This document is for selecting a prospective contractor(s), at the above location to carry out the proposed Facility management services, under two-part tender system. i.e., Part A [Technical Bid] and Part B [Price Bid], based on certain pre-qualification and evaluation criteria.

1. Cost of manpower, covering all applicable labour Acts like current minimum wages, ESI, EPF etc.
2. Cost of providing substitute labour, in case of absence of routine labour.
3. Cost of materials, consumables etc. detailed in this document for housekeeping
4. Cost of minor consumables like threads, shellac, PVC solutions etc for plumbing
5. Cost of Screws, Nails, Adhesives, Lubricants etc for carpentry works
6. Cost of appliances, tools and tackles.
7. Any other costs detailed in tender.

Contractors with sound financial capacity and who have carried out such comprehensive facility management services satisfactorily, in the past 5 years, may respond to this tender.

Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this NIT signifies your agreement to treat the information as confidential. You must agree to bear all costs related to the preparation of your proposal. Only those bidder(s) who are qualified for the work as per pre-qualification criteria stipulated in the tender are eligible to participate in this tender.

Please note that PQ document shall be submitted, complete in all respect, as below:

The attachment shall contain the PQ document, cost of the PQ document, integrity pact and all proof documents in support of your application should be uploaded.

Estimated Cost	: Rs.66,00,000/- Per Annum <b>(Indicative only as this is the maximum estimates cost)</b>
Earnest Money Deposit	: Rs.1,32,000/- by way of NEFT to the account number mentioned below
Application Fee	: Rs.2,000/- by way of NEFT to the account number mentioned below <b>A/C No. 901102000641125</b> <b>IFSC: IOBA0009011</b> <b>Name of the Account: Utility Account</b>

Period of Contract. : **TWO-YEAR** (Twenty-Four Months)

However, at the discretion of IOB, the work shall be extended for further period of one year (maximum) at the same rate, terms and conditions of contract. The extension of the contract beyond the first year depends upon the satisfactory performance of the contract during previous year. The contract is also liable to be terminated at any time, if the performance of the contractor is not satisfactory to the Bank. The decision of the Bank shall be final.

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## EARNEST MONEY DEPOSIT (EMD) CUM SECURITY DEPOSIT:

- The participating contractors must remit an EMD of Rs.1,32,000/- by way of NEFT to : **A/C No. 901102000641125**  
**IFSC: IOBA0009011**  
**Name of the Account: Utility Account**
- The EMD would be returned to unsuccessful contractors on completion of the tender process without any interest
- The EMD of the successful contractor shall be converted into Security Deposit
- The EMD/Security Deposit held with the bank will be released within 30 working days from date of completion of the contract after adjusting the dues to the Bank (if any)
- In case, the contract with the contractor is extended by the Bank, the security Deposit kept with the Bank will also be extended automatically. If the contractor refuses to accept the work order or fails to carry out obligations mentioned in the contract or the contract is terminated by the bank due to unsatisfactory performance, the Security Deposit held with the Bank shall be forfeited.
- **Security Deposit:** The successful bidder should deposit 5 % of contract value within 15 days in case they are adjudged L1 and selected for entering into agreement.
- The bidders which are exempted for submission of Earnest Money Deposit (EMD) for participating in the tender, will have to deposit Initial Security Deposit of 5% (on contract value) within 15 days in case they are adjudged L1.
- The security deposit shall be paid by Demand Draft/Bank Guarantee/Deposit Receipt drawn in favor of INDIAN OVERSEAS BANK, payable at Chennai.
- EMD of successful tenderer will be retained as a part of security deposit (or) returned on compensatory submission of Security Deposit (including EMD amount)

Date of opening of Price Bid of the tender will be decided after scrutiny, verification of Technical Bids and would be intimated to the bidders who have been found eligible to for opening the Price Bid of the tender. Bids submitted without EMD at time of opening of technical Bid detail will be summarily rejected. **The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.**

### **Integrity Pact:**

The Central Vigilance Commission (CVC) has advised Government Organizations including Public Sector Banks to adopt Integrity Pact voluntarily in their major procurement activities. In line with these directives, Bank has decided to adopt Integrity Pact for Orders / Contracts of value of Rs.25 Lakhs and above.

The CVC guidelines further advises Banks to appoint Independent External Monitors, as approved by the CVC, to oversee the compliance of obligations under the Integrity Pact.

The Bank has implemented Integrity Pact in compliance with CVC guidelines. Accordingly, Shri. Kashinath Behera IAS (Retd) and Shri. Jojneswar Sharma IDES

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(Retd), have been appointed as Independent External Monitors, for the Bank.

The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both sides not to resort to any corrupt practices in any aspect / stage of the contract. Only those vendors / bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. Copy of the Integrity Pact is enclosed as Proforma 3 with this Tender.

**Note:**

The bidder(s)

1. Must have valid PAN should be an Income Tax Assesse (should have submitted IT returns for the last three years).
2. Must have GST registration,
3. Must have valid certificate under EPF & Miscellaneous Provisions Act 1952 and the Bidder(s) should have been submitting EPF contribution online.
4. Must have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.
5. The applying firm / Co. shall not be owned or controlled by any director or employee of the Bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013.

The Bidder(s) otherwise eligible but not registered for the above-mentioned statutory obligations / not responsive, shall not be considered for pre-qualification.

The eligibility of the Bidder(s) shall be evaluated based on the Pre- Qualification & Technical Evaluation criteria detailed in this document. The Bidder(s) are expected to go through the document and are required to produce all the relevant documents mentioned therein. Please also refer the Evaluation Criteria, detailed elsewhere in this document for details. The eligibility criteria of applications shall be evaluated as on cutoff date (i.e.,31/12/2023). The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final.

Prospective bidder(s) to note that all payments will be made electronically as per Government guidelines.

The Courts in Chennai, Tamil Nadu, India only will have exclusive jurisdiction to entertain any litigation between the parties with regard to this tender.

Date:

GENERAL MANAGER

General Administration Department

**Disclaimer:**

The information contained in this Notice Inviting Tender (“NIT”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Overseas Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this NIT is to provide the Bidders with information to assist the formulation of their proposals.

This NIT does not claim to contain all the information where each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this NIT. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. The information contained in the NIT document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this NIT. Such change will be published on the portal and it will become part of NIT. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this NIT document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

**The Bank reserves the right to increase or decrease the number of persons to be deployed before awarding the work or any time during the period of contract. The Bank also reserves the right to award work to one or more firm/company separately by splitting the work or even cancel the tender. The monthly payment will be made as per the total manpower deployed (man days) during the month as per contract subject to the submission of prescribed documents. (any absence from duty will attract penalty beside deduction of prorated monthly amount). However, all T & C specified in the NIT and / or any subsequent corrigendum shall be in place.**

**NON-DISCLOSURE:**

The Contractor shall not disclose directly or indirectly any information, materials and details of the Indian Overseas bank's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Indian Overseas bank. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



## 1. SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information / Requirement	Information / Requirement
1.	NIT Released	
2.	Pre BID Meeting	Shall be notified in the GeM portal
3.	Last Date of Submission of E tender	Shall be notified in the GeM portal
4.	Bid Submission Mode.	Through GeM Portal
5.	Last Date and Time for submission of bids along with supporting documents through the above e-tendering portal.	End time for submission will notified in GeM portal
6.	Date, time and venue for opening the Technical BID through e-tendering portal.	Shall be notified in GeM portal
7.	Date, time and venue for opening the Price bid	Shall be intimated to the technically qualified bidders through GeM portal
8.	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	GeM portal

**Pre-Qualification Criteria:**

Bidder(s) who fulfill the following requirements are only eligible to apply:

[Bidder(s) shall invariably furnish the below mentioned information in writing and upload copies of relevant documents along with the tender to satisfy the Bank about their eligibility for participating in the tendering process. Further, the tenderers should submit the originals of the documents to the Bank when demanded to qualify for further tendering process].

Sl. No.	Eligibility Criteria	Documents Required
(a)	The Tenderer should have necessary registrations with Labour Department for compliance of all statutory/Govt. requirements applicable to Facility Management service agencies.	A copy of valid Labour license as proof. (License No. under section 12(1) of the Contract Labor (R&A) Act, 1970, read with Section 21 of the Contract Labor Act, 1971).
(b)	The Tenderer should have a minimum average annual Turnover of Rs. 33 Lakhs exclusively on Facility Management services only, during last three financial years each. (FY 2020-21,	Audited financial Statements along-with a certificate from the Chartered Accountant with CAs Registration number, seal & sign clearly specifying the stake of Facility management services in the Balance Sheet / P & L account statement.

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	2021-22 & 2022-23).	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Financial Statement for the Year</th> <th>Turnover (in Lakh)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2020-21</td> <td></td> </tr> <tr> <td>2</td> <td>2021-22</td> <td></td> </tr> <tr> <td>3</td> <td>2022-23</td> <td></td> </tr> </tbody> </table>	Sl. No.	Financial Statement for the Year	Turnover (in Lakh)	1	2020-21		2	2021-22		3	2022-23	
Sl. No.	Financial Statement for the Year	Turnover (in Lakh)												
1	2020-21													
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3	2022-23													
(c)	<p>The Tenderer should have rendered Facility management services to Government Establishments (GEs) / Public Sector Banks (PSBs) / Public Sector Undertakings (PSUs) / MNCs / or must have ongoing contracts with these clients for at least;</p> <p>i. Three (3) similar works with the value of Rs. 26.40 per annum Lakh and above (per contract) in last five years. Or</p> <p>ii. Two (2) similar works with the value of Rs. 33 Lakh per annum and above (per contract) in last five years. Or</p> <p>iii. One (1) similar work with the value of Rs. 52.80 Lakh per annum and above (per contract) in last five years.</p>	<p>Work Order copies and satisfactory completion certificates for last three year as on the date of submission of the Tender from clients clearly indicating the cost &amp; nature of work and year of completion etc.</p> <p><b>The client's certificate for qualifying work as mentioned under shall be accepted only when the same is signed by an <u>official of the rank of Executive Engineer or equivalent</u> in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tenderer for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates.</b></p> <p><b>Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.</b></p>												
(d)	The Tenderer should have Minimum 5 years of experience as on the date of submission of Tender, in offering complete building upkeep and housekeeping to Government organizations or Public Sector Undertakings or Public Sector Banks or reputed organizations / MNC .	Copy of work orders and Satisfactory Work Completion Certificate not older than 5 years to be submitted as proof proving the same.												
(e)	The Tenderer should be either registered as proprietary firm/ partnership firm / Pvt Ltd/ Public	A copy of valid registration certificate from respective authorities.												

	Ltd Company with existence in business for 5 years & above.	
(f)	The Tenderer should have an established office with required manpower & Registration under Shops & Establishments Act in Tamilnadu. The applicants should have their branches / offices in the Chennai where our Central Office is located.	A copy of valid registration certificate from respective authorities. In case of applicant based primarily outside the designated area but having a local office/ branch in the said area, the applicant must also submit copy of lease / rent agreement in the name of the firm / Company's prop. / director / partner etc. along with a notarised undertaking for use of the leased premises for use as office for dispatching facility management services. Applicant may also submit registration with statutory authorities / Tax authorities containing the address of the local office as proof.
(g)	The Tenderer should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.	Copy of valid ESI registration certificate from respective authorities. Copy of the ESI Challan Receipt of all employees for the last three months to be provided .
(h)	The Tenderer should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the TENDERER should have been submitting EPF contribution online.	Copy of valid EPF registration certificate from respective authorities. Copy of the EPF Challan Receipt of all employees for the last three months to be provided.
(i)	The Tenderer must have valid PAN number & GST registration.	Copy of PAN Card & GST registration certificate.
(j)	The Tenderer should be an Income Tax Assesse and should have submitted IT returns for the <b>last three years.</b>	A copy of IT returns for latest AY 2022-23, AY 2021-22 and AY 2020-21 to be provided.
(k)	The Tenderer should have Documents proving compliance of Minimum Wages Act 1948 and other Labour laws and rules.	The Tenderer is required to furnish copies of the any 3 month's Wage Slips not older than one year along with the payment details of One Housekeeping worker, One Plumber and One Carpenter mentioning his/her location of deployment and Mobile number in Pay slip.
(l)	The Tenderer should have average minimum 100 Facility management personnel in their payroll during	Copy of running work orders not older than one year, of their employees with any Principal Employer proving the same along

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	last one years on the date of submission of the Tender.	with Any document supporting (Like EPF & ESI sheet) the strength of the workers in the company's payroll during last one year to be attached.
(m)	The applying firm / Co. shall not be owned or controlled by any director or employee of the Bank or their relative having the same meaning as assigned under section 2(77) & 6 of the Companies Act 2013.	A declaration / undertaking duly signed and stamped by the Owner/s of the company/ firm/ proprietorship on the Letter head.
(n)	The Tenderer shall submit Pre-Bid Contract Integrity Pact Agreement duly filled and signed on non-judicial stamp paper of appropriate value as per Tamilnadu State directives.	Pre-Bid Contract Integrity Pact Agreement in non-judicial stamp paper (Rs.100) should be duly signed and uploaded as per Bank's prescribed format. The physical format should be submitted before opening of price bid.
(o)	The bidder should not be a blacklisted/debarred company as on the date of submission of RFP by any Government Department/Financial Institution/Public sector Units/Scheduled Commercial bank in India.	In this respect, the Bidders shall submit <b>declaration as outlined in Annexure</b> as per Bank's prescribed format on their Company/Firm Letter headed paper duly sealed & signed.
(p)	The Firm/Company must have at least one valid contract for similar work (Refer scope of works) in for a multi storied building with a built-up area of minimum of <b>60,000 Sq. Ft.</b> in last 5 years.	Address & Contact details where Facility Management Services are provided.

**The bids will be summarily rejected if all or any of the above mentioned Pre – Qualification criteria documents are not enclosed.**

**SCOPE:**

The scope of work covers the Narada gana sabha campus and all residential complex (including the built-up space, open space, terrace, service areas, toilets/rest rooms etc), For the sake of clarity the scope of services is described in three parts:

- (i) Housekeeping services
- (ii) Plumbing and Sanitary services
- (iii) Carpentry services

The rendering of all above services is within the scope of one contract and all above services including co-ordination with each other will be within the scope of the skilled supervisor.

<b>(i) HOUSEKEEPING SERVICES</b>
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**Office Premises****1. Printing & Stationery Department**

Area covered under P&S Department:

Ground floor : 7800 sq.ft. (approx.)

**Weekly routine works:**

- Sweeping & dry/wet mopping of floors with approved cleaning materials (Approved Material Annexed).
- Dusting of tables and chairs, partitions etc.
- Glass door and partitions cleaning with approved cleaning materials.
- Cleaning of dirt trap mats.
- All the cabins/work stations/storage units/record rooms and washrooms to be kept free from cockroaches. Necessary treatment to be provide periodically.
- Time to time mopping of the office area and Meeting rooms as per requirement.
- Executive cabins, reception and lobby area of the floor should be sprayed with good fragranced room spray as and when required/ on advice by the Executives.
- Time to time cleaning of toilets to be carried out and timings of last cleaned should be displayed.
- Executive cabins, reception and lobby area of the floor should be sprayed with good fragranced room spray as and when required/ on advice by the Executives.
- Collection of daily wastage and disposing in garbage bin. Daily collected garbage shall be disposed at the designated area daily. The garbage bags in the bins shall be changed atleast twice weekly.

**Toilet/Rest Room and other service areas:**

- Scrubbing of toilets, WCs, Wash counters etc.
- Replacement of consumables in toilets such as liquid soap, naphthalene, odonil, polythene for dustbins etc, as required.
- Cleaning of Dustbins.
- Replacement of disposable waste bags in bins
- Bathrooms exhaust cleaning.

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- Scrubbing of floor corners and skirting of toilets.
- Cleaning of toilet fittings, mirrors etc
- Cleaning of window glasses and window frames, cobwebs in all the places.

**Note: The floor has been arranged with records in racks. The same has to be cleaned and dusted once in a month.**

### **Residential Premises**

Area covered under this are:

- Overseas House (MD & CEO) - (GF & FF)
- Block # 117 (ED), Chidambaram Gardens Quarters (GF & FF)
- Block # 118 (ED), Chidambaram Gardens Quarters (GF & FF)
- Block # 114 (ED & CVO), Chidambaram Gardens Quarters (GF & FF)

i) Area to be cleaned:

- All Rooms, Balcony/Verandah, Kitchen, Office Room, Entrance Lobby, Security Cabin and other common Built-Up areas like staircase, terrace areas etc., but excluding garden areas.

### **Daily Routine works [House Keeping]:**

- Sweeping & dry/wet mopping of floors internal staircase etc, with approved cleaning materials.
- Dusting of furniture etc.
- All door, windows and partitions cleaning with approved cleaning materials.
- Cleaning of cobwebs.
- Cleaning of dirt trap mats, netlon etc.
- Cleaning of utensils, crockeries, cooking ranges etc.
- Collection of daily wastage and disposing in garbage bin. Daily collected garbage shall be disposed away from the premises daily without fail.

### **Weekly:**

- Vacuum cleaning of Carpet floor and chairs/Sofas upholstery, as required.
- Shampoo cleaning of sofa, chairs etc once in a month or as per the instructions.
- Cleaning/dusting of electrical and other fittings etc
- Washing/cleaning of linen, bed sheets, pillow covers, hand towels, bath towels etc, periodically.
- Cleaning the terrace areas, staircase areas etc of all dirt/dry leaves etc and disposing the same at the collection area.
- Works as required by the Executives.

**Daily Routine works [Cooking and Ancillary activities]:**

- One cook each at MD&CEO/EDs/CVO residential Bank Quarters at Nungambakkam.
- Scope of work: Cooking and ancillary services should be provided by the cook 24x7. [Accommodation will be provided by the Bank].
- In any of the above quarters in case of non-requirement of the cook the same may not be provided by the contractor.
- Payment to the cooks has to be included in the monthly bills only for the cooks provided at the Executive's bungalow at prorate basis.

**Officer's Quarters at Chidambaram garden:**

- Cleaning the entire external area including road, pathway, garden, lawn area etc. and taking away the debris, dry leaves from the premises.
- Cleaning of open area on rear side of all buildings.
- Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use conditions.
- Collection of daily wastage and disposing at the designated area daily.

**On requirement basis:**

- Cleaning of flats including manpower and cleaning materials at Bank owned quarters [Executive's Flats & Officer's Flats] per flat as and when required and advised by the Bank at various locations viz. Virugambakkam, Koyambedu, Nungambakkam, Adyar, R.A.puram, Besant Nagar, Velacherry, kilpauk, Perambur, Triplicane, West CIT Nagar, T.Nagar.

**Note:**

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises. All the expenses towards maintenance of the equipment will have to be borne by the Contractor.
- ii. Supervisors should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock.
- iii. Any emergency work at Central office premises should be attended within 15minutes.

**MACHINES / EQUIPMENT TO BE PROVIDED:**

The above-mentioned works have to be carried in mechanized system for which the essential equipment is listed as under:

Sr.No.	Equipment	Remarks
1	Wet and Dry vacuum cleaner. Carpet and Fabric Cleaner, 4ft Aluminum ladder. <b>(all the expenses towards maintenance of the equipment will have to be borne by the Contractor)</b>	The equipment stated in these columns will need to be provided at the site by the Contractor.

**SAMPLE LIST OF GADGETS/ TOOLS/ CONSUMABLE ITEMS**

• Dry Mop Set	• Scotch Brite
• Dry Mop Refill	• Sponge
• Flat Mop Set	• Steel Wool
• Flat Mop Refill	• Spray Bottles
• Round Mop Set	• Rubber Gloves
• Round Mop Refill	• Cotton Gloves
• Soft Broom	• Bleaching Powder
• Hard Broom	• Naphthalene Balls (Round/Square)
• Tall Sweeping Brush	• Urinal Cubes
• Scrubbing Brush with Long Handle	• Flora Deodorant
• Kitchen Wiper	• Liquid Soap (Sada)
• Floor Wiper (Fiber)	• Hand Wash
• Hand Brush Hard	• Floor cleaner
• Carpet Brush	• Perfume Cleaner
• Feather Brush	• Washing Powder / Liquid
• Toilet Brush/ T-brush	• Phenol
• Choke Pump	• Air Freshener Bottle
• Dust Pan	• Garbage Bag Big
• Dust Pan with Brush	• Garbage Bag Medium
• Scrapper	• Garbage Bag Small
• Glass Duster	• Toilet Rolls
• Checks Duster	• Spray for Mosquitos/ Cockroach/Rat Pads
• Floor Duster	• Buckets and mugs

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**The vendor should provide required & adequate quantities of the items for Residential premises which are reimbursable**

• Floor Cleaner	• Scotch Brite
• Toilet Cleaner	• Sponge
• Soft Broom	• Round Mop Set/Refill
• Kitchen cloth	• Cleaning cloth
• Mosquito Liquid	• Washroom towel
• Mosquito/Cockroach Spray	• Room Spray
• Air Freshener	• Mirror/Glass Cleaner
• Liquid Hand Wash	• Naphthalene Balls (Round/Square)
• Soap Oil	• Urinal Cubes
• Hand Sanitizer gel	• Wiper
• Garbage Small/Medium	• Toilet Rolls

**Note:**

- The above-mentioned list of items for the office premises are indicative and not exhaustive; All the consumables should be of specified/reputed brand of ISI mark as approved by the Bank.
- The vendor should provide adequate & required quantities as per the need and requirement
- **The Consumables supplied to the residential premises are indicative and not exhaustive. The good quality branded items should be purchased with GST invoice as per the need and requirement. The same shall be reimbursed at actuals upon verification.**

**Makes of Material**

**TENDER INCLUDED ITEMS –**

**a. Cleaning Supplies:**

Floor Cleaners	:	}	TASKI or Approved Equivalent
Tiles Cleaners	:		
Toilet Cleaners	:		
Glass Cleaners	:		
Room Fresheners etc.	:		

**b. Cleaning Machineries:**

Vacuum cleaners	: 2 nos	}	TASKI or Approved Equivalent
(Dry & Wet)			
Scrubbing Machine	: 2 nos	}	TASKI or Approved Equivalent
(Walk behind & Single Disc)			

**MAKE of Cabin Toiletries / Linen / Fresheners:**

Liquid Hand Wash	: Lifebuoy / Santoor / Medi mix / Dettol / Apollo
Hand Towel (Dobby Border)	: Bombay Dyeing / Welco / Trident
Face Towel (Dobby Border)	: Bombay Dyeing / Welco / Trident
Bath Towel (Dobby Border)	: Bombay Dyeing / Welco / Trident
Room Freshener (Spray)	: Air Wick / Godrej / Fabindia
Urinal Screen Deodorizer	: V-Screen or Equivalent
Plastic buckets	: Standard Makes

**All the consumables should only be of specified/reputed brand of ISI mark as approved by the Bank, even if otherwise not mentioned elsewhere.**

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## (ii) PLUMBING SERVICES

Workers shall be engaged to work as supervisors and Experienced plumbers in shifts, on all working days. Apart from Plumbers, helpers shall also be engaged. The details of man power are as below:

ITI Qualified / experienced (with minimum three years of experience), plumbers, to work in shifts, on all working days, as per details below.

The duty timings and number of plumbers are as below:

### Cluster - II

#### 1. Bank own Quarters:

Location	Supervisors/ workers	Qty	Shift Timings	
<ul style="list-style-type: none"> <li>• <b>ED &amp; Executives quarters,</b> Block 114,115,115A,115B,116,117 &amp; 118, Chidambaram Gardens Sterling Road, Opp. to Loyola college, Nungambakkam, Chennai-34</li> <li>• <b>MD&amp;CEO bungalow,</b> 21, Overseas House No.21, Sterling Avenue, Nungambakkam, Chennai-34</li> </ul>	Plumber	1	<b>First Shift</b>	<b>06.00 TO 14.00 Hrs</b>
	Helper	1	<b>General Shift</b>	<b>09.00 to 17.00 Hrs</b>
	Plumber	1	<b>Second shift</b>	<b>14.00 to 22.00 Hrs</b>
	Helper	1	<b>Second shift</b>	<b>14.00 to 22.00 Hrs</b>

Plumber - 2 nos

Helper - 2 nos

### Cluster-III

Sl.No	Name of the property	No of flats	Address
1	Venkata Vijayam Apartments, West CIT Nagar	4	11, South road, West CIT Nagar, Chennai-600035
2	Overseas Brindavan Apartment, Adayar	16	B Ramachandra Adithanar Road, Gandhi Nagar, Adayar, Chennai- 600020
3	Narayan Arihant Ocean Towers, Triplicane	5	Walajah Road, Triplicane, Chennai-600002
4	Breezy Nook Apartment, Velachery	6	37/6C, 7 <sup>th</sup> cross street, Dhandeeswaram, Velachery, Chennai- 600042
5	Kences Brindavan Apartment, Kilpauk	4	Door 175, EVR Lane, Kilpauk, Chennai-600010
6	Creations Divine Apartment, Perambur	20	18/28, Asiriyar Street, Perambur, Chennai-600039

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7	SAF Games Village, Koyembedu	14	B-17, IOB flats, SAF Games Village, 100 feet road, Koyembedu, Chennai-600107
8	Overseas Besant Apartment, Besant Nagar	13	33/1, Mahalakshmi Koil street, Besant Nagar, Chennai-600090
9	Overseas Marvel Apartment, RApuram	16	New Door:32, Old door:35, Overseas Marvel, Thiruvengadam street, Raja Annamalaipuram, Chennai-600028
10	VedNivas Apartment, Kilpauk	2	New Door:36, Old door:52, Taylors Road, Kilpauk, Chennai-600010
11	New Building , T – Nagar	9	New Door:2, Old door:1/2, Sir Thiyeagaraya Road, T Nagar, Chennai- 600017
12	TAISHA, Nerkundram	47	TAISHA, AIS Apartment complex, West Natesan Nagar, Virugambakkam, Chennai-600092
	Total	156	

Plumber - 2 nos

Helper - 1 no

#### **MAINTENANCE WORKS:**

The details of works to be carried out by the contractor at each of the specified location, are as detailed below:

#### **OVERSEAS HOUSE & CHIDAMBARAM GARDENS**

**MD&CEO Bungalow,**

**Overseas House,**

**No.21, Sterling Avenue,**

**Nungambakkam, Chennai-34**

**Executive Quarters,**

**Chidambaram Gardens,**

**Block 114-118, Sterling Road,**

**Opp. to Loyola college,**

**Nungambakkam, Chennai-34**

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DAY TO DAY MAINTENANCE:

1. Daily pump operation to fill up the overhead tanks to ensure water supply to all the blocks including Overseas House, round the clock.
2. The plumbers shall be stationed at Chidambaram Gardens Premises. However, the first shift plumber shall first visit the Overseas House site to assess and check the availability of water in the sumps / overhead tanks etc., including working of all motors / pumps / plumbing appurtenances etc. The plumber shall also attend to any complaints, if any, as desired by the inmates on priority basis.
3. Water supply is generally sourced from CMWSSB supply. If CMWSSB water supply fails, the contractor shall arrange to supply water from the borewells. In case of inadequate water supply / yield from the borewells or an emergency, the contractor shall arrange to purchase water from external sources viz., through tanker lorries approved by Bank/ Contractor's source and arrange to deliver the same inside the sumps.
4. Attending to all minor / emergency repair works that affect the plumbing / sanitary system at the premises, including;
  - a. Arresting any break down / leakage in any plumbing / sanitary system by controlling the valve or otherwise as deemed necessary at site.
  - b. Removal of any block in any water line / plumbing system within the premises.
  - c. Removal of any block in any waste or soil line / sanitary system within the premises including blocks in the external sewer lines. If the block in the sewer lines could not be removed by the contractor by normal means in general practice, the contractor to complain to the local CMWSSB office, liaise with them and arrange to remove the block through them or through any scavengers, at the contractors cost and means.
  - d. Removing/Fixing/ Re-fixing geyser provided by the Bank.
  - e. Replacement of plumbing and sanitary fittings / appurtenances viz., washers, spindles, water connections, waste couplings, PVC waste pipes, taps, pillar cocks, angle cocks, stop cocks, gate valves, check valves, elbows, unions, couplings, bends, pipe nipples, EWCs, wash basins, flush tanks, clamps etc. The labour charges for the above works will not be charged extra. The materials for use will however be supplied by the Bank if spares are available with the Bank. In case if the spares are not available with the Bank, then the contractor to arrange to procure approved materials from the market and use it for the work and Bank would reimburse the actual cost of such materials.
  - f. Removal of air lock in pumps as and when necessary, including jet motor pumps of the borewells.
  - g. Replacement of rope seals in the pumps as and when necessary.
  - h. Removal of blocks in the rain water lines.
  - i. The external plumbing and sanitary lines shall be kept serviceable and any unwanted growth of plants etc. should be cleared and the plants killed using acid.

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- 1) For works requiring earth cutting, floor or wall cutting / chasing including laying of new pipelines, soil / waste and sewer lines, replacement of IWCs etc., the contractor should furnish abstract estimate towards materials & labour, for Banks approval, at the earliest. Competitive sealed tenders will be called for from various contractors and the work will be awarded to the lowest quoting contractor. The Annual Maintenance Contract - contractor can also submit their quotation in sealed cover. If the AMC contractor fails to bring the complaint to the knowledge of Officer-in charge and submit the Estimate, penalty will be imposed depends of the seriousness of the work.
5. In case of urgent works, the works will be executed through the AMC contractor and Payment will be made as per the market rate.
6. The AMC contractor should arrange to keep the sumps and overhead tanks generally neat and clean for hygienic distribution of water.
7. The water received and collected inside the sumps shall be disinfected with bleaching powder @ 5gms per 1000 litres with 30 minutes contact period, daily. Only then the water shall be pumped to the overhead tanks. Cost of bleaching powder will not be reimbursed by the Bank.
8. If required, the Bank may advise higher / lesser dosage of bleaching powder which the contractor has to oblige and carry out.

RECORD MAINTENANCE:

The contractor shall maintain the following essential registers, as directed by the Bank, in addition to any other data regarding plumbing / sanitary / water supply that may be required to be registered, as advised by the Bank from time to time.

1. Record of all plumbing and sanitary complaints received and attended.
  2. Record of the number of lorry loads of water received daily, if any.
  3. Record of the quantity of water received through metro water pipelines.
  4. Record of the inventory of the plumbing & sanitary appurtenances / fittings / specials held by the Bank.
  5. Record of all routine / preventive maintenance works viz., cleaning of sumps, sewer chambers etc.
- These records shall be appraised to the Secretary of the Association / department periodically, as desired by the Bank.

PREVENTIVE MAINTENANCE:

1. All associated sanitary fittings viz., IWCs, EWCs, Wash basins etc. along with floor tiles of the toilets shall be cleaned with acid as per standard practice whenever a block in the connected waste / soil lines are attended, in a particular toilet.
2. The contractor should ensure that other infrastructure / CP fittings do not get damaged due to acid exposure. In case of damage the contractor shall arrange to replace the damaged items at his cost.
3. All service ducts shall be kept clean and serviceable, during the currency of the contract.
4. All the sewer chambers inside the premises shall be de-silted and cleaned once in a month during holidays, after informing the Association / Bank. The silt / other waste thus removed from the chambers should be carted out of the premises, immediately.
5. All overhead tanks and underground sumps shall be regularly inspected and their condition reported to the Association / Bank. The contractor shall arrange to clean the tanks and sumps on a time bound program **once in every month (For MD's bungalow & ED's bungalow Block 117 & 118)** and **once in two months (For other blocks at Chidambaram Gardens)** with suitable cleaning / bleaching agents, brush etc. However, in case of necessity when a tank or sump has to be cleaned due to bad quality of water supplied or due to presence of foreign matter / dead bird or rat observed inside, the contractor shall arrange to clean the tank / sump immediately after removing the entire contaminated water and disposing it safely, at contractors cost and means, as directed by the Association / Bank.

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**Details of Tank and sumps:****MD' Bungalow:**

Sump - 2 nos (12000 litres & 15,000 litres capacity)  
 Tank - 2 nos (2000 litres & 3000 litres capacity)

**Chidambaram Gardens:****ED's Bungalow (117)**

Sump - 2 nos (Main sump-50000 litres & and small sump – 24000 litres)  
 Tank - 1 no (2000 litres)

**ED's Bungalow (118)**

Sump - 2 nos (Main sump-50000 litres& and small sump – 24000 litres)  
 Tank - 1 no (2000 litres)

**Other Executive Blocks****Block 114**

Sump - 1 no (5000 litres)  
 Tank - 1 no (5000 litres)

**Block 115**

Sump - 1 no (15000 litres)  
 Tank - 2 nos (2000 litres/each)

**Block 115 A & B**

Sump - 1 no (50000 litres)  
 Tank - 6 nos (2000litre/each)

**Block 116**

Sump - 1 no(15000 litres)  
 Tank - 3 nos(2000 litres/each)

6. The storm water drains shall be cleaned and de-silted once in a year, before the monsoons or as advised by the Association / Bank, after removing the existing cover slabs and putting back in position after cleaning. The silt and other debris removed from the drains shall be carted out of the Chidambaram Gardens Quarters / Overseas House premises, immediately.
7. The terrace area shall be kept clean, free of any dirt / debris etc., so that the storm water drains are free to drain water. The terrace area of all the buildings within the premises shall be cleaned once in a month and the rubbish carted out of the Chidambaram Gardens Quarters / Overseas House premises.



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Sl.No	Name of the property	No of flats	Address
1	Venkata Vijayam Apartments, West CIT Nagar	4	11, South road, West CIT Nagar, Chennai-600035
2	Overseas Brindavan Apartment, Adayar	16	B Ramachandra Adithanar Road, Gandhi Nagar, Adayar, Chennai- 600020
3	Narayan Arihant Ocean Towers, Triplicane	5	Walajah Road, Triplicane, Chennai-600002
4	Breezy Nook Apartment, Velachery	6	37/6C, 7 <sup>th</sup> cross street, Dhandeeswaram, Velachery, Chennai- 600042
5	Kences Brindavan Apartment, Kilpauk	4	Door 175, EVR Lane, Kilpauk, Chennai-600010
6	Creations Divine Apartment, Perambur	20	18/28, Asiriyar Street, Perambur, Chennai-600039
7	SAF Games Village, Koyembedu	14	B-17, IOB flats, SAF Games Village, 100 feet road, Koyembedu, Chennai-600107
8	Overseas Besant Apartment, Besant Nagar	13	33/1, Mahalakshmi Koil street, Besant Nagar, Chennai-600090
9	Overseas Marvel Apartment, RApuram	16	New Door:32, Old door:35, Overseas Marvel, Thiruvengadam street, Raja Annamalaipuram, Chennai-600028
10	VedNivas Apartment, Kilpauk	2	New Door:36, Old door:52, Taylors Road, Kilpauk, Chennai-600010
11	New Building , T – Nagar	9	New Door:2, Old door:1/2, Sir Thiyeagaraya Road, T Nagar, Chennai- 600017
12	TAISHA, Nerkundram	47	TAISHA, AIS Apartment complex, West Natesan Nagar, Virugambakkam, Chennai-600092
	Total	156	

**DAY TO DAY MAINTENANCE:**

1. Daily pump operation to fill up the overhead tanks to ensure water supply to the **Overseas Marvel Apartments and Overseas Park Building**, round the clock. Day to day pump operation works at Overseas Brindavan Apartments, Overseas Besant Apartments and SAF Games Village, however are **NOT** in the scope of this tender.
2. The plumbers shall be stationed at Overseas Marvel Apartments, Raja Annamalaipuram Premises. However, the shift plumbers shall visit the Overseas Brindavan Apartments, Overseas Besant Apartments, SAF Games Village and Overseas Park Building to attend to any complaints that are recorded there.
3. Water supply is generally sourced from CMWSSB supply. If CMWSSB water supply fails, the contractor shall arrange to supply water from external sources. The contractor shall arrange to purchase water from Bank's approved panel tanker lorries/external sources viz., through tanker lorries and arrange to deliver the same inside the sumps at Overseas Marvel Apartments, Raja Annamalaipuram and Overseas Park Building, T.Nagar.
4. Attending to all minor / emergency repair works that affect the plumbing / sanitary system at the three premises, including;

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- a. Arresting any break down / leakage in any plumbing / sanitary system by controlling the valve or otherwise as deemed necessary at site.
  - b. Removal of any block in any water line / plumbing system within the premises.
  - c. Any issues in metro water supply, Removal of any block in any waste or soil line / sanitary system within the premises including blocks in the external sewer lines from our premises should be taken care by the Contractor. If the block in the sewer lines could not be removed by the contractor by normal means in general practice and incase any issues in supply of metro water, the contractor to complain to the local CMWSSB office, liaise with them and arrange for un-interrupted supply of water and in clearance of block through them or through any scavengers, at the contractors cost and means.
  - d. In case of Overseas Brindavan Apartments, Overseas Besant Apartments and SAF Games Village cleaning of tanks, blockage in external sewer lines shall be carried out as directed by the respective Associations, the cost of which will be borne by Bank/the respective Associations as per the market rate and certified by Officer- in-charge.
  - e. Replacement of plumbing and sanitary fittings / appurtenances viz., washers, spindles, water connections, waste couplings, PVC waste pipes, taps, pillar cocks, angle cocks, stop cocks, gate valves, check valves, elbows, unions, couplings, bends, pipe nipples, EWCs, wash basins, flush tanks, clamps etc. The labour charges for the above works will not be charged extra. The materials for use will however be supplied by the Bank if spares are available with the Bank. In case if the spares are not available with the Bank, then the contractor to arrange to procure approved materials from the market and use it for the work and Bank would reimburse the actual cost of such materials.
  - f. Removal of air lock in pumps as and when necessary.
  - g. Replacement of rope seals in the pumps as and when necessary.
  - h. Removal of blocks in the rain water lines.
  - i. Fixing/ re-fixing the geyser provided by Bank along with replacement of necessary fitting.
  - j. The external plumbing and sanitary lines shall be kept serviceable and any unwanted growth of plants etc. should be cleared and the plants killed using acid.
  - k. Fixing/Re-fixing geyser provided by the Bank.
5. For works requiring earth cutting, floor or wall cutting / chasing including laying of new pipelines, soil / waste and sewer lines, replacement of IWCs etc., the contractor should furnish abstract estimate towards materials & labour, for Banks approval, at the earliest. Competitive sealed tenders will be called for from various contractors and the work will be awarded to the lowest quoting contractor. The Annual Maintenance Contract - contractor can also submit their quotation in sealed cover. If the AMC contractor fails to bring the complaint to the knowledge of Officer-in charge and submit the Estimate, penalty will be imposed depends of the seriousness of the work.
6. In case of an emergency, the work shall be carried out immediately, as directed by the Association, after informing of the situation to the Association / Bank. Payment will be made as per the market rate.
7. The AMC contractor should arrange to keep the sumps and overhead tanks generally neat and clean for hygienic distribution of water.
8. The water received and collected inside the sumps shall be disinfected with bleaching powder @ 5gms per

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1000 litres with 30 minutes contact period, daily. Only then the water shall be pumped to the overhead tanks. Cost of bleaching powder will not be reimbursed by the Bank.

9. If required, the Bank may advise higher / lesser dosage of bleaching powder which the contractor has to oblige and carry out.

*NOTE: Item nos. 6, 7 and 8 are applicable for Overseas Marvel Apartments, Raja Annamalaipuram and Overseas Park Building, T.Nagar.*

Incase required for other Quarters, the Contactor should be ready to carry out the work as per the rate approved by the Bank.

#### RECORD MAINTENANCE:

The contractor shall maintain the following essential registers, as directed by the Bank, in addition to any other data regarding plumbing / sanitary / water supply that may be required to be registered, as advised by the Bank from time to time.

1. Record of all plumbing and sanitary complaints received and attended.
2. Record of the number of lorry loads of water received daily, if any.
3. Record of the quantity of water received through metro water pipelines.
4. Record of the inventory of the plumbing & sanitary appurtenances / fittings / specials held by the Bank.
5. Record of all routine / preventive maintenance works viz., cleaning of sumps, sewer chambers etc.

These records shall be appraised to the Secretary of the Association / department periodically, as desired by the Bank.

*NOTE: Item nos. 2 and 3 are applicable only for Overseas Marvel Apartments, Raja Annamalaipuram and Overseas Park Building, T.Nagar.*

#### PREVENTIVE MAINTENANCE:

1. All associated sanitary fittings viz., IWCs, EWCs, Wash basins etc. along with floor tiles of the toilets shall be cleaned with acid as per standard practice whenever a block in the connected waste / soil lines are attended, in a particular toilet.
2. The contractor should ensure that other infrastructure / CP fittings do not get damaged due to acid exposure. In case of damage the contractor shall arrange to replace the damaged items at his cost.
3. All service ducts shall be kept clean and serviceable, during the currency of the contract.
4. All the sewer chambers inside the premises shall be de-silted and cleaned once in a month during holidays, after informing the Association / Bank. The silt / other waste thus removed from the chambers should be  
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carted out of the premises, immediately.

5. All overhead tanks and underground sumps shall be regularly inspected and their condition reported to the Association / Bank. The contractor shall arrange to clean the tanks and sumps on a time bound program once in two months with suitable cleaning / bleaching agents, brush etc.

However, in case of necessity when a tank or sump has to be cleaned due to bad quality of water supplied or due to presence of foreign matter / dead bird or rat observed inside, the contractor shall arrange to clean the tank / sump immediately after removing the entire contaminated water and disposing it safely, at contractors cost and means, as directed by the Association / Bank.

6. The storm water drains shall be cleaned and de-silted once in a year, before the monsoons or as advised by the Association / Bank, after removing the existing cover slabs and putting back in position after cleaning. The silt and other debris removed from the drains shall be carted out of the Overseas Marvel Apartments, Raja Annamalaipuram premises, immediately.

7. The terrace area shall be kept clean, free of any dirt / debris etc., so that the storm water drains are free to drain water. The terrace area of all the buildings within the premises shall be cleaned once in a month and the rubbish carted out of the Overseas Marvel Apartments, Raja Annamalaipuram & overseas Park, T Nagar premises.

*NOTE: Item nos. 4, 5, 6 and 7 are applicable for Overseas Marvel Apartments, Raja Annamalaipuram and Overseas Park Building, T.Nagar.*

Incase required for other Quarters, the Contactor should be ready to carry out the work as per the rate approved by the Bank.



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### (iii) CARPENTRY SERVICES

Workers shall be engaged to work as Experienced carpenters and helpers on all working days and on holidays PREFERABLY. Apart from carpenters, helpers shall also be engaged. The contractor The details of man power are as below:

ITI Qualified / experienced (with minimum three years of experience), carpenters, to work in shifts, on all working days, as per details below.

The duty timings and number of carpenters are as below:

### Cluster - II

#### 1. Bank own Quarters:

Location	Supervisors/ workers	Qty	Shift Timings	
<ul style="list-style-type: none"> <li><b>ED &amp; Executives quarters,</b> Block 114,115,115A,115B,116,117 &amp; 118, Chidambaram Gardens Sterling Road, Opp. to Loyola college, Nungambakkam, Chennai-34</li> <li><b>MD&amp;CEO bungalow,</b> 21, Overseas House No.21, Sterling Avenue, Nungambakkam, Chennai-34</li> </ul>	Carpenter	1	<b>General Shift</b>	<b>09:00 to 17:00 Hrs</b>
	Helper	1		

### Cluster-III

Sl.No	Name of the property	No of flats	Address
1	Venkata Vijayam Apartments, West CIT Nagar	4	11, South road, West CIT Nagar, Chennai-600035
2	Overseas Brindavan Apartment, Adayar	16	B Ramachandra Adithanar Road, Gandhi Nagar, Adayar, Chennai- 600020
3	Narayan Arihant Ocean Towers, Triplicane	5	Walajah Road, Triplicane, Chennai-600002
4	Breezy Nook Apartment, Velachery	6	37/6C, 7 <sup>th</sup> cross street, Dhandeeswaram, Velachery, Chennai- 600042
5	Kences Brindavan Apartment, Kilpauk	4	Door 175, EVR Lane, Kilpauk, Chennai-600010

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6	Creations Divine Apartment, Perambur	20	18/28, Asiriyar Street, Perambur, Chennai-600039
7	SAF Games Village, Koyembedu	14	B-17, IOB flats, SAF Games Village, 100 feet road, Koyembedu, Chennai-600107
8	Overseas Besant Apartment, Besant Nagar	13	33/1, Mahalakshmi Koil street, Besant Nagar, Chennai-600090
9	Overseas Marvel Apartment, RApuram	16	New Door:32, Old door:35, Overseas Marvel, Thiruvengadam street, Raja Annamalaipuram, Chennai-600028
10	VedNivas Apartment, Kilpauk	2	New Door:36, Old door:52, Taylors Road, Kilpauk, Chennai-600010
11	New Building , T – Nagar	9	New Door:2, Old door:1/2, Sir Thiyeagaraya Road, T Nagar, Chennai- 600017
12	TAISHA, Nerkundram	47	TAISHA, AIS Apartment complex, West Natesan Nagar, Virugambakkam, Chennai-600092
	Total	156	

(The above Carpenter and helper will generally be reporting at Chidambaram gardens but may be utilized in other locations of the bank also in the case of any exigency. In such cases, transportation cost between the locations shall be reimbursed by the Bank. The work shall be construed as work carried out in the above site only and no additional payment shall be made. Further, it is also expected that bank may engage other carpenters for slightly larger works requiring manpower, such as partition, false ceiling works etc., and the carpenter engaged by the contractor shall cooperate with he external contractor for completion of the works. As far as possible, the contractor's carpenter and helper shall complete all works, and in exceptional circumstances, request the branch for additional manpower.

In case a worker has to go on leave, the contractor to organize another person for the shift. This is to ensure that a carpenter will be on duty for all shifts. In the event of difficult or specialized work involving a third carpenter other than the ones engaged as per tender, labour rates on pro-rata basis shall be paid to the third carpenter

**NOTE: If the work involves specialized technical persons especially for door closers and floor springs, the labour cost paid to such persons will be construed as that paid to the carpenter engaged in the contract, and no additional claim shall be entertained. This is applicable for carrying out finishing works such as Varnishing and Painting through painters**

SUBMISSION OF BIDS THROUGH GeM portal:

Bidders satisfying the terms and conditions and General terms specified in this NIT and ready to provide the said Services, may submit their bid through GeM portal on or before the time line stipulated vide clause 2 of the NIT.

1. Bank has decided to determine L1 through bids submitted on GeM portal
2. Bidder should be registered in the GeM portal under the category of work for which the bid is called for.
3. Bidders will be participating in GeM tender event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves. In the event of any failure or technical

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snag in the GeM portal, due to any reason whatsoever it may be, the bank is not responsible for such eventualities and no time extension will be given.

4. The bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
5. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, the bidder has to approach the GeM portal.
6. Utmost care has been taken to reduce discrepancy between the information contained in the Gem portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
7. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

### **GENERAL RULES AND INSTRUCTIONS TO THE BIDDER(S)**

1. Bidder(s) may **inspect and examine the sites / locations at their own cost to satisfy themselves before submitting their Bids.** The Bidder(s) should specifically note that it is their responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
2. Bidder(s) shall be deemed to have full knowledge of the site whether they inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
3. Submission of a tender by the Bidder(s) implies that they have read this notice and all other contract documents and has made themselves aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.
4. The specified Bidder(s) shall bear all the costs associated with the preparation and submission of its bid and the Bank will no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
5. The details of the applicants and their experience shall be submitted in the Bank's prescribed Format only. Wherever required and if the space provided is not sufficient, particulars can be furnished as Annexures but such details shall be clearly mentioned in the respective columns of the Application Format.
6. Applicant shall enclose latest copies of brochures and technical documentation giving additional information about the bidder. Each page of the document shall be duly signed by the Bidder or their authorized representative along with their company seal. Any inter – lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid duly authenticates the same by affixing his/her signature.
7. Bids once submitted will be treated as final and no further correspondence will be entertained. No bid will be allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw once submitted.
8. **Documentary proof with respect to the prequalification criteria shall be furnished along with the completed application form. In this regard, copies**

Signature of the bidder with seal

**of the work orders and completion certificates and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard.**

**9. The authorized person of the firm/ company shall sign in all the pages of the application with seal of the company/ firm.**

10. The pre-qualification will be made for this specific work depending on the credentials submitted and acceptable to Bank, as on **cutoff date**.

11. For consideration of experience, works should have been executed in same name & style of the firm in which name pre-qualification is sought.

12. The evaluation will be based on the evaluation criteria, which are detailed elsewhere in this document.

If found necessary, Bank may inspect the works undertaken by the bidders, for which necessary co-ordination shall be made by them. Based on the details furnished in acceptable format, inspection of works and **eligibility criteria as on cutoff date**, the bidders will be shortlisted.

Decision of the Bank regarding selection / rejection for pre-qualification will be final and binding and no further correspondence will be entertained.

If, information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the pre-qualification of such applicant shall be cancelled immediately.

13. The prospective bidder shall have a local Office in Chennai for better co-ordination AND liaison with Statutory Authorities, if required etc.

14. The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted. Unless the rate is in whole rupees and followed by the words “only” it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word “only” should be written closely following the amount and it should not be written in the next line.

15. The rate quoted by the Contractor shall be net, BUT EXCLUDING GST. However, all other costs required to be incurred for performing the contract shall be included.

16. Please note that no other cost other than the quoted price is payable to the prospective contractor executing the contract. The Bank will not entertain any claim whatsoever in this respect. Statutory deductions like Income Tax etc as per prevailing rates shall be deducted from the bills of the contractor.

17. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Part B price bid. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

18. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and should be uploaded in the GEM portal. After the work is awarded, the successful tenderer will have to enter into an agreement with the Competent Authority in the Bank.

19. The Contractor, whose tender is accepted, will be required to furnish by way of Initial security deposit (ISD) for the due fulfillment of his contract, such sum amounting to 5% of the accepted tender less EMD. The EMD of the Contractor,



whose tender is accepted, shall be forfeited in full in case he does not remit the initial security deposit within the stipulated period or start the work by stipulated date mentioned in the award letter.

20. The EMD and ISD will be held by the bank and will be released at the end of Contract period. EMD & ISD held with the Bank will not carry any interest. Alternatively, the Security Deposit shall be released on submission of Bank Guarantee for the same, covering the Contract Period.
21. All rates shall be quoted on the proper form of the tender alone. An item rate tender containing percentage below/ above will be summarily rejected. However, where a tenderer voluntarily offers a rebate on the quoted rates along with sealed tender, the same shall be considered.
22. On acceptance of the tender the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Bank / Officer-in-charge, shall be communicated to the Bank.
23. Special care should be taken to write the rates in figures as well as in words in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
24. If a discrepancy is found between the rates quoted in words and in figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
25. If the amount has not been worked out or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct.
26. Where the rates quoted in figures and words tally but the amount has not been worked correctly then the rates quoted by the contractor shall be taken as correct.
27. In case no rate has been quoted for an item, it will be presumed that the bidder has included the cost of this item on other items & rates for such items shall be taken as zero and the tender shall be processed & accepted.

**Bids received after the due date and time is liable to be rejected.**

**28. Indian Overseas Bank's Discretion:**

- The acceptance of a tender will rest with the Indian Overseas Bank and the Bank reserves to itself the authority to reject any or all of the tenders received without assigning any reason, any time prior to award of contract, without thereby incurring any liability to the affected specified bidder or specified bidders or without any obligation to inform the affected about the grounds for the Bank's action.
- All tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected.
  - The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- Bank also reserves its right to cancel/withdraw the bid during the course of tender without assigning any reasons whatsoever.
- Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the Tenderer, not limited to those selection criteria set same out in this Bid and the Bidders shall be bound with the same

- The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at.
- Bank shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by Bank shall be final and binding on all the Bidders.
- In case, if there is substantial change in the composition of appointed/selected Bidder handling the assignment which the team of the can significantly affect its execution, Bank reserves its right to terminate the agreement without any cost to them and the decision of Bank will be final and binding.
- During the tenure of engagement of the Tenderer (s), in case Bank at any time consider that the services of Tenderer(s) are in any manner deficient and / or are not being performed to the satisfaction of the bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, Bank shall have the right to terminate the engagement of such Tenderer (s) without assigning any reason for the same.

### **29. Applicant Obligations:**

- The registration with various authorities like Income Tax, GST etc. shall be possessed.
- The applicant should not indulge in unethical practices.
- The applicant should execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.
- The applicant should co-ordinate with Bank Officials for smooth completion of the Annual maintenance contract works.

### **30. Payment Terms:**

- No advance amount will be paid to Selected Tenderer. The payments shall be done on monthly basis in the format prescribed by Bank, subject to production of the Attendance Register, Proof of payment of wages, ESI, EPF and filing returns to Statutory Authorities.
- The Tenderer should ensure the following
- The wages should be paid to the deployed personnel as per Minimum wages Act.
- The wages to the deployed personnel should be paid through direct crediting in their Bank Account before 5th (even if it is a holiday) of every subsequent month of duty, and monthly salary slip should be given to the deployed personnel.
- The bills / Claim should be raised along with copies of all required documents specified in the contract.
- At any cost, “mode of Cash/ Cheque payment” should not be used for making payment / wages.
- Proper documentation should be maintained regarding wage payment.
- All reports & returns regarding wage disbursement asked for by the Bank should be submitted correctly & timely under the signature of authorized signatory as per direction based on the T &C of the contract
- Every month, along with the bills the selected tenderer shall also submit the copies of

Signature of the bidder with seal

- Certification of satisfactory services from the floor marshals for the respective month in the invoice
  - Wage slips of all deployed personnel and the Attendance sheets.
  - Statement of Bank account of the personnel evidencing payment of wages to them.
  - Previous month's Electronic Challan cum Return for Employees Provident Fund.
  - The Contribution History for the ESI premiums contribution for the employees deployed with the Bank. The tenderer shall ensure that Savings Bank Account of the deployed personnel gets credited by the 05th day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the wage slip.
  - The Contractor shall maintain proper records/details of the deployed personnel at the Bank Site. Contractor shall submit monthly bills along with the details of the deployed personnel and the payment claimed for each of them. Bills should be supported with attendance sheets of the deployed personnel. Payment will be made on a monthly basis within seven working days of receipt of the relevant bill from the Contractor.
  - However in case of any discrepancy in the bill detected by the Bank, the payment will be released to the Contractor within four days from the date of resolving the discrepancy by the Contractor.
  - Receipts for payments made on account of a service, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
  - Bank reserves the right to withhold the bills partially or fully or administrative charges, if any, of the above required documents stated in the preceding paragraphs are not submitted while claiming the bills.
  - The contractor shall be fully and absolutely responsible for the payment of salary and other statutory dues to deployed personnel like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to deployed personnel and Bank will not undertake any liability in relation to such matters.
  - The contractor hereby undertakes to ensure payment of wage to its deployed personnel in compliance with Minimum Wages Act 1948 & other relevant statues in force and modified/amended or revised from time to time as per enactment of Central/State Govts, as the case may be.
  - The Contractor hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the Contractor alone and the Bank shall not be liable to pay excess amount other than the difference between the revised basic pay, VDA and the resultant difference in statutory dues, i.e., EPF, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in GST.
  - The Contractor shall submit printed receipts for all the payments received from Bank. The Contractor shall also furnish the proof of having paid the wages to the employees engaged by them and proof of

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having paid the statutory dues to the concerned authorities on monthly basis.

- Non-payment of monthly wages by the Contractor to the employee deployed with Bank will make this contract null and void and will result in termination of the deployment of employees with the Bank with immediate effect and the Bank will not be required to make any payment to the Contractor thereafter.
- Bank shall not make any direct payment of whatsoever nature to the Contractor employees. All payment payable by Bank in connection with or arising out of be made only to Contractor and not to the Contractor employees.
- Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the Bank and a certificate to this effect shall be provided to the Contractor by the Bank.
- The claim in bills regarding GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of the Bank. Payment of the bill will be effected only on production of copy of the previous month's wage sheet, ESI & EPF remittance with nominal roll of the deployed personnel and half yearly/yearly return under the respective Acts.
- In case of any mishap of whatsoever nature (minor / major/ fatal including death during the course of their duty) sustained by selected Tenderer employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation ,if any, on that count will be that of the selected Tenderer only and not of the Bank. If for any reason, compensations, costs etc, are paid by the Bank, the same shall be reimbursed by the Contractor to Bank without any demur including interest at ruling rate till settlement and such settlement shall be made by the Contractor within one month from the date of demand by the Bank and upon failure of the Contractor to do so, the Bank shall have the right to adjust the monthly bills payable to the Contractor towards the amounts payable by the Tenderer till the ensure dues are wiped off.

### **31. Price variation for Labour component:**

Please note that all rates (Manpower, Material etc.)quoted by the vendor shall remain fixed and valid for the tender period as specified from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period unless amended by government. Accordingly, contractor has to take due care on this account while quoting the rates. It is further clarified as Escalation on account of increase in VDA during the contract period shall be revised in accordance with the revision in Central Govt. Minimum Wages act. However, renewal of contract is discretion of the Bank and the contractor shall have no right to claim for the same. **Price Variation on material component, housekeeping, care taking catering etc:** No escalation of Material component & administrative/service charges shall be allowed during the contract period.

### 32. Maintenance of Records.

The Contractor shall always maintain the following records. A set of following documents shall also be submitted regarding all staff being deployed at our sites along with the contract.

- Register of deployed personnel (Along with names, Mobile number, KYC, permanent & local addresses getting deployed at our site along with their latest photographs, thumb impression & signatures)
- Employment card
- Muster roll/ Attendance register
- Wages paid register
- Receipt of wages
- Duplicate copy of monthly salary slips
- Over time register
- Police Verification report
- Character certificate / antecedents checking
- Any other records as per above laws.

The contractor shall adhere to strict norms of “know your employee” and submit the Bio-data of all his/her employees together with certified copies of Identity and address Proofs. It is also necessary on his part to have independent/police verification of the credentials of all their employees who are placed at the work.

### 33. PENALTIES /LIQUIDATED DAMAGES:

- The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 5<sup>th</sup> of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the Bank along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee shall be revoked. The Bank will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- **The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required number of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).**
- In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Bank/Bak shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the Indian Overseas Bank.
- An amount of Rs.2500/- will be levied as liquidated damages per day per floor for any building from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of the Bank / Bank

within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by Bank will be invoked.

- Rs.25,000/- per month for not performing the contract satisfactorily depending on the nature of works not performed. For repetitive default (more than three times), the contract would be terminated after due notice within a period of 30 days after the date of the notice, the Bank may terminate the services of the contractor and may also encash the security deposit.
- Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.

## OTHER RULES AND INSTRUCTIONS TO THE BIDDER(S)

### 1. **LABOUR:**

- i. The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank who are well acquainted with local language.
- ii. The Contractor has to provide **Uniform (displaying contractor's name)**, ID Cards, Shoes, hand gloves, & other personal protective equipment as required, necessary tools, etc. to all their staff members.
- iii. The contractor shall furnish to the Bank at the intervals specified, a distribution of the number and description of labour employed in carrying out various works / activities.  
The Contractor shall submit on every month to the Bank a statement showing in respect of the preceding month:
  - (a) The number of labourers employed by them on the work.
  - (b) Their working hours and the wages paid to them.
  - (c) The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and
  - (d) The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- iv. The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- v. The minimum age of the labour employed shall not be below 18 years.
- vi. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- vii. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- viii. As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Indian Overseas Bank by him for this work for the relevant period before any payment is released by Indian Overseas Bank
- ix. As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the

challan receipt of monthly remittance.

- x. **The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement.**
- xi. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- xii. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- xiii. The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- xiv. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- xv. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the work place bank shall have the right for asking replacement of such workers employed by the contractor.

## 2. LOCAL LAWS, ACTS,REGULATIONS

The contractor shall strictly adhere to all prevailing/extant labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act,1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules1971
- Apprentice Act1961
- Industrial Employment (Standing Order) Act1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the

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said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to bank as aforesaid shall be deemed to be deducted by bank or may be recovered by the Bank from the contractor.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

### 3. SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in **Chennai** and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in **Chennai City** only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the **Indian Overseas Bank, Chennai** or any person for anything that is done in good faith or intended to be done in pursuance of tender.

### 4. SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

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

The contractor shall take all necessary safety precautions and arrange for appropriate

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appliances as per direction of Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized Bank's official who shall have the right to ban the use of anytime. The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

The contractor shall be held responsible for any violation of statutory regulations local, central and Bank's instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Bank/Bank's instructions shall be borne by the contractor.

**Business Continuity plan:**

The Selected Bidder should have a well-defined. Business Continuity Plan in place for continuation of the entrusted works in case of an emergency/disaster. A Certificate in this regard shall be submitted to the Bank on regular intervals.

**5. ASSIGNMENT AND SUBLETTING:**

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

**6. SEXUAL HARASSMENT:**

The Contractor shall be solely responsible for full compliance with the provision of the "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"

In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the Indian Overseas Bank against any employee/s of the contractor shall be taken cognizance of by the Indian Overseas Bank.

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.

The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

**7. Social Media policy:**

No person of the bank or the Bidder / Contractors and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the Bidder / Contractors and third parties shall be construed as violation of social media policy:

Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time. .Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

### Special Terms & Conditions:

1. The supervisor in charge of Bank side shall ensure the following daily:
  - (a) Work completion of all housekeeping activities at the end of the day (by 04.00pm)
  - (b) Ensure smooth completion of all activities by mobilization of resources.
  - (c) Acknowledgement for all the periodical services.
2. The rates shall be quoted separately in **Part - B**, as per Banks format only.
3. Basic Pay, VDA, EPF, ESI & Bonus are mandatory charges and should conform to the relevant legal/statutory provisions of Central /State Minimum Wages directives in vogue.(Proof i.e. copy of notification issued by Govt. to be enclosed).
4. Tender of bidders who do not comply minimum wages as above are rejected.
5. Basic & VDA gets revised from time to time, by the Government. Any changes in minimum wages / statutory payments like EPF, ESI notified by the Govt. from time to time shall be paid by Bank. However, the service charge quoted in above Price bid will remain the same during the currency of the contract period.
6. **Pro-rata bonus payment as per norms and eligibility to be paid every month by Contractor and shown in wage slip. Contractor is free to give higher amount of bonus, however for the purpose of evaluation of tender the bank will consider only as per Government of India notification.**
7. It may be noted that all items specified in Sl.NO.1 & 2 in the price bid table are mandatory payments based on Govt. directives. Hence for calculation of L1 only the Service charge and consumables will be taken into consideration. However, all other amounts (as applicable) shall be filled in the break up to the financial bid, failing which such bids shall be rejected. In case, if any amount is shown zero, copy of related Govt. directives in this regard shall be submitted.
8. **TDS at the rate and TDS on GST** will be deducted from the total amount payable to the Contractor. However, the Contractor should not reduce the tax portion while paying the wages to their deployed personnel i.e. even after deduction of TDS/TDS on GST, the amount paid to the deployed personnel should not fall below Minimum Wages fixed as per the Central Minimum Wages Act, 1948.
9. The bill shall be raised every month along with work completion reports, checklist, attendance record copy for Office premises and acknowledgement from the occupant Executive residence for satisfactory works. The bill will be paid within 7 days from the date of receipt of bill at Bank / Department.
10. Stock position of cleaning materials/consumables/ plumbing and sanitary items fittings/ carpentry hardware etc., have to be maintained properly and updated to the Officer-in charge in a regular basis.
11. The rates quoted shall be firm and fixed during the contract period, throughout the contract period.
12. This is to be noted that all statutory obligations as per extant laws in force, shall be complied with, including Labour Act, Bonus Act, Minimum Wages Act etc. all the records shall be maintained as per law.
13. The successful bidder has to submit ISD (5% of the tender value less EMD) within 7 days from the work order date.
14. The Security Deposits (EMD + ISD) of the successful contractor will be returned **only on completion of contract period, without interest.**
15. The work will be awarded to the L1 contractor for 2 years, subject to the completion of the AMC work satisfactory during the 1<sup>st</sup> year.

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**16.** The successful contractor has to enter in to an agreement with the Bank as per format approved by the Bank.

**17.** The contractor shall also take a suitable insurance policy from a reliable insurer acceptable to the Bank, against the Consequences of any accident, while they are in the Bank's premises either on duty or otherwise, to cover each and every person provided by him. The bank will not accept any claim from the contractor / workmen / any agency, arising out of disability or otherwise, payable to the affected persons even under Workmen's Compensation Act, under any circumstances. The contractor should provide a copy of the full text of the insurance policy within 10 days from the start of AMC to the Bank. The policy should be valid during the entire pendency of the contract, and should be renewed from time to time without any default.

**18.** The contractor shall also indemnify and keep indemnified the Bank against any or all claims which may be made against the bank, by any person / agency in respect of any incident or event or accident or its consequences, which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain during the entire duration of the contract, an insurance policy from an insurer acceptable to the bank, against such risks and deposit such policy within 10 days from the start of AMC. The contractor shall take a 'contractor all risk insurance policy'.

**19.** If the contractor does not take policy under workmen's compensation act and contractor's all Risk Insurance Policy from the work order date, the contract shall be terminated. Any incidence during the 10 days' period shall be the responsibility of the contractor.

**20.** The contractor should sign all the pages of the tender.

The Contract can be cancelled/terminated by the Bank without assigning any reasons.

## **PROCESS OF SELECTION:**

- a. The Tenderer would be shortlisted based on the technical evaluation done as per the eligibility criteria.
- b. The firms which do not comply with the pre- qualification criteria and do not submit EMD by stipulated date and time will not be considered for opening of their tender Part-II.
- c. The client's certificate for qualifying work as shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the tenderer for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates.
- d. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates. Format for clients' report is stipulated as Annexure 'A' in Part I of the tender.
- e. The Bank will evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- f. The uploaded tender Part I, EMD, technical details, etc., called Part I of the tender, will be opened on the time and date, as specified in the GeM portal, by the tender inviting authority or her/his authorized representative.
- g. The price bid, containing the duly filled-in tender-Part II, of those bidders, who are found qualified after scrutiny of Part I of the tender documents, would be opened on a subsequent date which will be intimated to all the qualified bidders.
- h. **Acceptance of Tender and Award of Work**  
**The work will be awarded to the L1 contractor/bidder.** On receipt of intimation from the BANK of the acceptance of her/his/their tender, the successful bidder shall be bound to execute/perform the contract and within fifteen days thereof, the successful bidder shall sign an agreement in accordance with the draft articles of agreement. In the event the Bidder fails to perform work after acceptance of tender, the bidder shall be liable to be debarred/disqualified for five years from participating in any tender or executing any work in the Bank.  
 The cost of required stamp paper for execution of the agreement shall be borne by the successful bidder.

**Bank reserves rights of accepting/rejecting any and all the bids.**

**Annexure 1 : Company Profile**

<b>S No</b>	<b>Item</b>	<b>Details</b>	<b>Document Submitted (Please mention section and page number and highlight the key attribute)</b>
1.	Name of bidder Company		
2.	Constitution of the Company		
3.	Company Registration Number,		
4.	GSTN		
5.	PAN Number		
6.	Date of incorporation/commencement of Business		
7.	Certificate of incorporation		
8.	Complete mailing address of the Registered office / Corporate office		
9.	Whether MSME (quot registration no. and date of registration, copy to be attached)		
10.	Whether Recognized as a Start up by Department of Industrial Policy and Promotion (DIPP)? (Proof of such Recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Start up guidelines)		
11.	Whether eligible for Purchase Preference linked with Local Content under Public Procurement (Preference to Make in India) Order 2017, and Notifications issued there under? (Form PP-C or PP-D as applicable)		
12.	Office Telephone		
13.	Fax numbers		
14.	Official Email –ID		

Signature of the bidder with seal

15.	Website Address		
16.	Name of the person authorized to make commitments to the Bank		
17.	-do- designation,		
18.	-do- Authority		
19.	-do- contact number		
20.	-do- Mobile number		
21.	-do- E-mail Address		
22.	Name of the person authorized (alternate contact/ secondary contact) to make commitments to the Bank		
23.	-do- designation,		
24.	-do- contact number		
25.	-do- Mobile number		
26.	-do- E-mail Address		
27.	Beneficiary Bank Details		
28.	Beneficiary Name		
29.	Beneficiary Account Number		
30.	Type of Bank Account (Current/OD/OCC etc.)		
31.	IFSC Code		
32.	Beneficiary Bank Name & Branch address		
33.	Whether any of the family members of Directors / Majority shareholder / Authorized signatory working with the Bank	If yes, please provide details.	
34.	Brief Description about the business profile, client profile and after sales service facilities extended by the Company		
35.	Whether company has been blacklisted for service deficiency in last 5 years. If yes, details thereof.	Yes/No Details (if option is 'Yes')	
36.	Any pending or past litigation (within three years)? If yes please give details	Yes/No Details (if option is 'Yes')	

Signature of the bidder with seal



## 37. Financial Position of Bidder for the last three financial years

	2020-21	2021-22	2022-23
<b>Net Profit</b>			
<b>Net Worth</b>			
<b>Turnover</b>			

## 38. Registration / Empanelment with Government / Public Sector / Banks / Corporate if any (Copy of valid registration / empanelment enclosed) copy should be enclosed (Present Contract)

<b>Name of the Organisation</b>	<b>No. of Personnel Deployed</b>	<b>Value of Works</b>	<b>Validity of the contract</b>

## 39. Details of similar work executed/Assignments undertaken during the last 3 years to meet the Eligibility Criteria as specified in RFP).

- a. Name of the Organisation for which the Assignment was undertaken:
- b. Address , concerned office and telephone number of the Organisation:
- c. Nature of work (in brief):
- d. Location of the assignment:
- e. Actual Value of the work:
- f. Date of commencement & completion:
- e. If work left in completed or terminated (furnish reasons)

**Note: enclose supporting documents**

## 40. Key Personnel permanently employed in your organization:

- a. Name:
- b. Qualifications:
- c. Experience:
- d. Particulars of work done
- e. Employed in your firm since
- f. Any other

**Note: To be submitted in company's letterhead.**

Signature of the bidder with seal

**Checklist**

(To be filled by Bidder)

- 1. Whether all the pre – qualification criteria documents submitted? Yes/No
- 2. Whether requisite application fee by paid? If exempted from the same please necessary proof. Yes/No
- 3. Whether EMD is Paid? If exempted from the same please necessary proof. Yes/No
- 4. Whether Integrity Pact duly executed in Stamp Paper, enclosed? Yes/No
- 5. Whether proof of address enclosed? Yes/No
- 6. Whether proof for year of establishment enclosed? Yes/No
- 7. Whether proof for average annual financial turnover enclosed? Yes/No
- 8. Whether Annexure – 1, 2a, 2b, 2c, 3 & 4 filled up / signed and enclosed? Yes/No
- 9. Whether documentary proofs for having satisfactorily undertaken the works (as detailed in Annexure -2) are enclosed? Yes/No

If yes, number of certificates enclosed:

**Name of the Bidder / Firm / Company :**

Acknowledgement by the contractor:

I have gone through and understood all the tender conditions and signed all the pages.

**Name of Contractor :**

Date:

Signature of the Contractor with Seal

Signature of the bidder with seal

**Annexure – 2a:**

**WORK EXPERIENCE**  
(Qualifying for Shortlisting)

Bank Reserves the right to verify the details furnished by the Applicant, with the Agency which awarded the contract, if it desires. Each work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Details of House Keeping contract as per eligibility criteria in following proforma

**Client's Certificate – Performance of Contractor**

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and Paid	
9	Name and address of the authority under Whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i) Quality of work (indicating grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Amount of work paid on reduced Rates if any.	
12	Did the Contractor go for arbitration?	
	(i) If Yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the Contractor	
	(i) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor

Signature of the bidder with seal

	(ii) Financial soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	(iii) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	(iv) General behaviour	Outstanding/Very Good/Good/Satisfactory/Poor

### Signature of the client with Seal

#### Note:

- (i) All columns should be filled in properly countersigned.
- (ii) The Client Certificates should be submitted for each of the Prequalification work/s
- (iii) Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- (iv) Supported by adequate proof of payments received by the contractor for the work done by them.
- (v) Client's report issued by private organization shall be accompanied by TDS Certificates
- (vi) All columns should be filled in properly. Client certificate should be on letter head of the Client with signature of Authorized person.

**Annexure – 2b:**

**WORK EXPERIENCE**  
(Qualifying for Shortlisting)

Bank Reserves the right to verify the details furnished by the Applicant, with the Agency which awarded the contract, if it desires. Each work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Details of House Keeping contract as per eligibility criteria in following proforma

**Client's Certificate – Performance of Contractor**

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and Paid	
9	Name and address of the authority under Whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i) Quality of work (indicating grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Amount of work paid on reduced Rates if any.	
12	Did the Contractor go for arbitration?	
	(i) If Yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the Contractor	
	(i) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor

	(ii) Financial soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	(iii) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	(iv) General behaviour	Outstanding/Very Good/Good/Satisfactory/Poor

### Signature of the client with Seal

**Note:**

- (i) All columns should be filled in properly countersigned.
- (ii) The Client Certificates should be submitted for each of the Prequalification work/s
- (iii) Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- (iv) Supported by adequate proof of payments received by the contractor for the work done by them.
- (v) Client's report issued by private organization shall be accompanied by TDS Certificates
- (vi) All columns should be filled in properly. Client certificate should be on letter head of the Client with signature of Authorized person.

**Annexure – 2c:**

**WORK EXPERIENCE**  
(Qualifying for Shortlisting)

Bank Reserves the right to verify the details furnished by the Applicant, with the Agency which awarded the contract, if it desires. Each work experience should be accompanied by the copy of its award letter, work completion certificate and performance certificate. Details of House Keeping contract as per eligibility criteria in following proforma

**Client's Certificate – Performance of Contractor**

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and Paid	
9	Name and address of the authority under Whom works executed	
10	Whether the contractor employed qualified manpower for the execution of work	
11	(i) Quality of work (indicating grading)	Outstanding/Very Good/Good/Satisfactory/Poor
	(ii) Amount of work paid on reduced Rates if any.	
12	Did the Contractor go for arbitration?	
	(i) If Yes, total amount of claim	
	(ii) Total amount awarded	
13	Comments on the capabilities of the Contractor	
	(i) Technical Proficiency	Outstanding/Very Good/Good/Satisfactory/Poor

	(ii) Financial soundness	Outstanding/Very Good/Good/Satisfactory/Poor
	(iii) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/Poor
	(iv) General behaviour	Outstanding/Very Good/Good/Satisfactory/Poor

### Signature of the client with Seal

#### Note:

- (i) All columns should be filled in properly countersigned.
- (ii) The Client Certificates should be submitted for each of the Prequalification work/s
- (iii) Signed by an official of the rank of Officer of the rank of Executive Engineer or equivalent in case of Govt./Semi-Govt., organisations or a PSU.
- (iv) Supported by adequate proof of payments received by the contractor for the work done by them.
- (v) Client's report issued by private organization shall be accompanied by TDS Certificates
- (vi) All columns should be filled in properly. Client certificate should be on letter head of the Client with signature of Authorized person.



**Annexure 3: SATISFACTORY PERFORMANCE CERTIFICATE**

**(TO BE SUBMITTED ON RESPECTIVE CLIENTS LETTER HEAD WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY)**

**SATISFACTORY PERFORMANCE CERTIFICATE**

**With reference to Indian Overseas bank's RFP No.          dated for "Facility management services at Indian Overseas Bank's premises & Bank's own quarters at Chennai ", it is certified that M/s.    is undertaking Comprehensive facility MAangement services Works at**

**from    to          with an agreement/completion value of Rs.    And the overall services rendered by the company/firm are satisfactory.**

Date:

Place:

Signature of the Authorised Person with seal

**ANNEXURE-4: DECLARATION**

(TO BE SUBMITTED ON COMPANY/FIRM LETTER HEAD OF THE BIDDERS WITH SIGNATURE & SEAL OF THE AUTHORISED SIGNATORY OF THE COMPANY/FIRM)

**DECLARATION**

I / We hereby declare that I / We have not been blacklisted, banned or delisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during the bidding process or during execution of the service/work that I / We have been blacklisted, banned, delisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Indian Overseas Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

*PRE CONTRACT INTEGRITY PACT***TENDER NAME:****TENDER NO:****Preamble**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2023, between, on one hand, Indian Overseas Bank acting through Shri \_\_\_\_\_, Chief Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s

\_\_\_\_\_, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri \_\_\_\_\_, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ (Name of the Stores/Equipment / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency (strike off the items which are not applicable) the and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: \_\_\_\_\_) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitor (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

AND WHEREAS Bidder and BUYER understands that the signing of this Integrity Pact is a preliminary qualification to participate in the aforementioned bidding process.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

### **Article 1: Commitments of the BUYER**

1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular

BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

1.5 The BUYER will exclude from the process all known prejudiced persons.

## **Article 2: Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following principles during participation in tender process and doing contract execution: -

2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Bank.

2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.

2.5 The BIDDER who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.

### **Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors**

Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

3.3 In case of joint venture, all the partners are required to sign the integrity pact.

### **Article 4: Previous Transgression**

4.1 The Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

### **Article 5: Criminal Liability**

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

### **Article 6: Compensation for Damages**

- 6.1 If the BUYER has disqualified the BIDDER from the tender process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Article 7: Sanction for Violations**

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
- (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
  - (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
  - (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
  - (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
  - (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.



- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (ix) Action as per the procedure mentioned in the “Guidelines on Banning of business dealing” may be taken.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.
- 7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

### **Article 8: Independent External Monitor**

- 8.1 The BUYER has appointed Independent" External Monitor [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,
- Shri Kashinath Behera IAS (Retd)  
AC-39, Khwaabgaah Co-operative Housing Society ltd,  
2<sup>nd</sup> floor, Flat No.2A, Street Nos.40&48,  
Action Area -1 A, New Town,  
Rajarhat, Kolkata - 700156  
Email : beherakn54@yahoo.co.in
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also

grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.
- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

### **Article 9: Dispute Resolution:**

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

### **Article 10: Law and Place of Jurisdiction**

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

### **Article 11: Other Legal Actions**

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

### **Article 12: Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

### **Article 13: Code of Conduct**

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

### **Article 14: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

### **Article 15: Other Provisions**

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at Chennai on .....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Indian Overseas Bank

Witness

Witness

1.

1.

2.

2.

## FORMAT OF PERFORMANCE GUARANTEE

[To be furnished by the successful bidder within 10 days of awarding the contract and before commencement of the contract, in the shape of a bank guarantee from a nationalized bank for 10 % of the annual contract value]

[This is only a draft format for guidance and the Bank will have to approve the final format before getting signed by the contractor and the Bank]

To,

The Assistant General Manager,

General Administration Department,

Indian Overseas Bank,

763, Anna Salai, Chennai 600 002.

In consideration of the fact that the General Administration Department of the Indian Overseas Bank, having its Central Office at No. 762 – 764, Anna Salai, Chennai 600002. (herein after called the ‘IOB’), has awarded a contract to \_\_\_\_\_, having registered office at \_\_\_\_\_

(herein after called the ‘contractor’ which expression shall unless the context requires otherwise include his / its successors and assignees) and is in need of a performance guarantee bond for the due fulfillment of the terms and conditions of the awarded contract namely “: Providing man power for Facility management Services at the complex of the Bank’s Central Office at No. 762 – 764 Anna Salai, Chennai 600002 & at BANK’s OWN Quarters at Chennai, by the contractor, by production of a bank guarantee for **Rs** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**), we of \_\_\_\_\_ Bank having a branch at \_\_\_\_\_ (herein after called the ‘Bank’) do hereby agree and undertake to pay to the Indian Overseas Bank, an amount not exceeding **Rs** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) on demand by the Indian Overseas Bank as detailed below:

We \_\_\_\_\_ Bank \_\_\_\_\_ branch do hereby undertake to pay the amounts due and payable under this guarantee without any let or demur, merely on demand from the Indian Overseas Bank, stating that the amount claimed is required to meet the recoveries due to or likely to be due, from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

We undertake to pay to the Indian Overseas Bank, the amount due under this guarantee, so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any court or tribunal or adjudicator relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under.

We \_\_\_\_\_ Bank \_\_\_\_\_ branch further agree that the guarantee herein contained shall remain in full force and effect during the entire period that would be taken for the performance of the said contract and agreements and that it shall continue to be enforceable till the dues of the Indian Overseas Bank under or by virtue of the said contract and agreement have been fully paid and its claims satisfied or discharged or till the officer in charge on behalf of the Indian Overseas Bank certifies that the terms and conditions of the said contract and agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We \_\_\_\_\_ Bank \_\_\_\_\_ branch further agree with the Indian Overseas Bank, that the Indian overseas Bank shall have the complete liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract and agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Overseas Bank against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract and agreement and we shall not be relieved from our liability by reason of any such violation or extension being granted to the said contractor or for any forbearance act or omission on the part of Indian Overseas Bank or any indulgence by the Indian Overseas Bank to the said contractor or by any

such matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have the effect of so releasing us from releasing our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

We hereby waive the necessity of your demanding the contractor, before presenting us with the demand.

We \_\_\_\_\_ Bank \_\_\_\_\_ branch lastly undertake not to revoke this guarantee except with the previous consent of the Indian Overseas Bank in writing.

This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by the Indian Overseas Bank. Notwithstanding anything contained herein before, our liability against this guarantee is restricted to **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and it will remain in force till \_\_\_\_\_ unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date, that is before \_\_\_\_\_.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

The Bank guarantee will be valid up to \_\_\_\_\_ unless this guarantee is extended for a further period on demand from the Indian Overseas Bank without referring to the contractor.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Indian Overseas Bank serves upon us a written claim or demand before \_\_\_\_\_ or within a period extended after \_\_\_\_\_, based on the demand from the Indian Overseas Bank.

WITNESS WHEREOF We of the Bank signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ being herewith duly authorized by the Bank.

For & On behalf of the Bank.

## ARTICLES OF AGREEMENT

Articles of Agreement made on this \_\_\_\_\_ 2023, between having registered office at \_\_\_\_\_ (herein after called the ‘contractor’), on one part and the Indian Overseas Bank a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (herein after called the ‘Bank’) on the other part.

WHEREAS the Bank is desirous of getting the man power for Facility management Services in its Central Office Complex, No. 762 - 764, Anna Salai, Chennai – 600002 & at BANK’s OWN Quarters at Chennai, for a period of 2 years, (herein after referred to as the Said Work), on contract and has caused documents, Bill of Quantities, initiated by the Bank and which have been signed by or on behalf of the parties hereto,

The contractor has offered to carry out the Said Work for a period of 2 years and whereas Bank has accepted the tender – bid of the contractor vide work order dated \_\_\_\_\_ and the contract is renewable for 2nd year based on satisfactory performance in the previous year.

AND WHEREAS the contractor has furnished required Bank Guarantee for a sum of Rs.---- -/- (Rupees in words) as a performance guarantee, valid for one year from the date of commencement for due performance of the contract and this agreement, and the same shall be extended for subsequent years on renewal of contract.

AND WHEREAS the contractor has furnished the Bank, with fully priced copy of the said bill of quantities AND WHEREAS the said documents (herein after called the ‘contract documents’) have been signed by or on behalf of the parties hereto,



NOW IT IS HEREBY agreed to as follows:

1. For the consideration herein after mentioned, the contractor will, upon and subject to the conditions annexed, carry out and complete the job requirements, shown upon the contract documents and described by or referred to in the Bill of Quantities and the said conditions.
2. The Bank will pay the contractor the said contract amount as specified in the Price bid (herein after called the 'bill amount') or such other sum as shall become payable hereunder at the time and in the manner specified in the said conditions after being fully satisfied by the performance of the contractor.
3. The Bank will make such deductions from the bill amounts due to any short supply of the agreed quantities on prorata basis, based on the information collected by the Bank and proved by records, after duly informing the contractor in writing.
4. The contract is neither a fixed lump sum contract, nor a piece work contract, but a contract, to carry out the work of inspection, operation and maintenance works connected with the electrical installations in the areas referred to in the contract documents, by providing required man power as assessed by the Bank, and to be paid for according to actual services performed and work done based on the lump sum rates agreed to by both parties on prorata basis in case of any short fall in service. The prorata basis will be 'mandays' actually provided.
5. The contractor shall provide every reasonable facility for carrying out all works relating to the provision of inspection, operation and maintenance works connected with the electrical installations in the areas referred to in the contract documents.
6. The Bank reserves to itself the right of altering the documents and nature of the work by adding to or removing from any of the items of work or having portions of the same carried out without prejudice to the contract. There shall be no changes ordered by the Bank on the scope and the contractor shall not be entitled to any compensation or claim due to such change(s) / order(s) by the Bank. The contractor will only be paid for the actual services performed and work done, at the accepted unit rates.
7. All payments by the Bank, under this contract will be made only at Chennai in Indian Rupees and will be paid within seven working days from the date of submission of the bills subject to the bill being in order and as per the terms agreed.
8. All disputes and differences of opinions of any kind whatsoever arising out of the performance of the contract, whether during or after completion of the contract will be

settled in a spirit of co-operation and final decision of the Bank will be binding on the contractor.

9. The several parts of this contract have been fully read by the contractor and fully understood by him.
10. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
11. The following documents for the work, inter alia, providing the man power for Facility management Services in its Central Office Complex No. 762 – 763, Anna Salai, Chennai - 600002 & at BANK's OWN Quarters at Chennai shall deemed to form and be read and construed as part of this Agreement, viz,

PART – I (BANK TENDER DOCUMENTS) Comprising:

- a. Tender Notice
- b. Tender Offer
- c. Article of Agreement,
- d. Format of performance guarantee
- e. Commercial and legal terms and conditions of the contract
- f. Personnel Management
- g. Nature of services to be rendered by the contractor
- h. Installations to be taken care of
- i. Inspection and maintenance activities to be carried out

12. The following tender – bid documents submitted by the contractor shall deemed to form and shall be read and construed as part – II of this Agreement.

PART – II (CONTRACTOR'S BID DOCUMENTS)

- a. Bid forwarding Letter
- b. Tender Offer
- c. Price Bid
- d. Performance Guarantee

PART – III LETTER OF ACCEPTANCE AND AWARD OF CONTRACT

13. The contractor hereby covenants with Bank to execute and complete the Said Work in strict conformity in all respects with the provisions of the Agreement.

If the contractor is a partnership or individual:

IN WITNESS WHEREOF, the contractor and the duly authorized official of the Bank have set their respective hands to these presents and hereof, on the day and the year first herein above written

If the contractor is a company:

IN WITNESS WHEREOF the duly authorised official of the contacting company and the duly authorized official of the Bank have caused their common seal and signatures to be affixed hereunto and caused these presents and hereof to be executed on their behalf, on the day and the year first herein written

**Signature Clause**

Signed and delivered by the hand of

Signature of the Contractor /

Signature

Contracting company

For & On behalf of the Bank

Seals

Witnesses:

1. Signature

2. Signature

Name and Address

Name and Address



**INDIAN OVERSEAS BANK**

**GENERAL ADMINISTRATION DEPARTMENT**

**CENTRAL OFFICE**

762-764, ANNA SALAI, CHENNAI 600 002

**PRICE BID-PART B**

Notice Inviting Tender

**FACILITY MANAGEMENT SERVICES AT  
OUR CENTRAL OFFICE & BANK'S OWN  
QUARTERS AT CHENNAI FOR A PERIOD OF  
TWO YEARS**

NIT REFERENCE NUMBER: CO/GAD/ /2023-24

**The price bid to be uploaded in GeM Portal – Price Break up Space**

**PART B – PRICE BID**

<b>Sr. No.</b>	<b>Description of Wages &amp; allowance</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (in Rs)</b>	<b>Amount (in Rs)</b>
A	Skilled Worker	5	Monthly	26514	132570
	a. (Basic Wages+ VDA) / person / month = Rs 23790/-				
	b. ESI (3.25% of Basic + VDA) / person = Rs774/- (rounded off to next rupee)				
	c. PF (13.00% of ₹15000 including admin charges) / person =Rs 1950/- (rounded off) Total – (a)+(b)+(c) – Rs 26514/-				
B	Semi-skilled Worker	5	Monthly	24286	121430
	a. (Basic Wages+ VDA) / person / month = Rs 21632/-				
	b. ESI (3.25% of Basic + VDA) / person = Rs704/- (rounded off to next rupee)				
	c. PF (13.00% of ₹15000 including admin charges) / person =Rs 1950/- (rounded off) Total – (a)+(b)+(c) – Rs 24286/-				
C	Unskilled Worker	10	Monthly	22111	221110
	a. (Basic Wages + VDA) / person / month = Rs 19526/-				
	b. ESI (3.25% of Basic + VDA) / person = Rs 635/- (rounded off to next rupee)				
	c. PF (13.00% of ₹15000 including admin charges) / person = Rs 1950/- (rounded off) Total – (a)+(b)+(c) – Rs.22111/-				
1	<b>Total Monthly Wages (A+B+C+D)</b> (The revision of the wages shall be done every six months in accordance with the basic minimum wage rate revised by GOI)				475110
2	<b>Bonus – 8.33%</b> as per Bonus Act & Minimum Wages Act (Calculated for @ 8.33% of Total Wages per month excl. ESI & EPF)				35184
3	<b>Material cost per month</b> for office premises as detailed in Tender Document				

4	<p><b>Disposal of Waste (Central Office)</b>  TOTAL COST per month (excluding GST) for disposal of all waste collected at the designated waste pit, out of premises.  For one occasion:  Rs. _____ per occasion (A)  For four occasions per month:  <b>(A) x 4 = Rs. _____</b></p>	
5	<p><b>Pest Control Services</b>  a. Mosquito fogging of external areas using KINGFOG manufactured by Bayer.  *Cost per occasion Rs.....  b. Rodent control indoor treatment using standard approved glue traps/gum pads as required in each floor.  *Cost per occasion Rs.....  c. Cockroach control inside departments using approved odour free Gel  *Cost per occasion Rs.....  d. Cockroach control toilets &amp; other external areas using approved chemical spray  *Cost per Occasion Rs.....  <b>Total a + b + c + d (excluding GST)</b>  <b>(*The amount will be paid based on no. of occasions)</b></p>	
6	Charges for removal of block in drainage anything outside the Premises incl. liasioning with CMSWB as detailed in Part-A	<b>Rs. Amount in Words:</b>
7	Tank Cleaning materials incl. bleaching powder, solution etc. Tools & tackles, uniform for workers etc. Registers as per the required format of Central Labour Commission etc. as detailed in Part - A.	<b>Rs. Amount in Words:</b>
8	<b>Monthly Service charge _____ % of Sl. Nos. 1 + 2 + 3 +4 +5+6+7  (Inclusive of insurance, uniform, mobile and washing charges of uniform for workers, transportation cost, Tools &amp; plant, Contractor's profit &amp; overhead expenses)</b>	
9	Total Monthly amount = 1 + 2+ 3 + 4 + 5 + 6 +7 <b>(excluding GST)</b>	-----
10	Total Amount for Two years (Sl. No 9 x 24 months) <b>(excluding GST)</b>	-----
11	GST 18% on Sl. No. 10	
12	Total amount including GST (Sl. No. 10 + 11)	
13	<p><b>Others - Cleaning of Bank's own flat</b>  <b>Special deep cleaning of flat at locations specified in tender including labour and cleaning materials etc.</b>  a. 2 BHK (per flat) – <b>QRO</b>   b. 3 BHK (per flat) – <b>QRO</b>   c. 4 BHK (per flat) - <b>QRO</b></p>	-----  -----

**Important Note:**

1. Basic Pay, VDA, EPF, ESI & Bonus are mandatory charges and should conform to the relevant legal/statutory provisions of Central /State Minimum Wages directives in vogue. (Proof i.e. copy of notification issued by Govt. to be enclosed).

2. Tender of bidders who do not comply minimum wages as above are rejected.

3. Basic & VDA gets revised from time to time, by the Government. Any changes in minimum wages / statutory payments like EPF, ESI notified by the Govt. from time to time shall be paid by Bank. However, the service charge quoted in above Price bid will remain the same during the currency of the contract period.

**4. Pro-rata bonus payment as per norms and eligibility to be paid every month by Contractor and shown in wage slip. Contractor is free to give higher amount of bonus, however for the purpose of evaluation of tender the bank will consider only as per Government of India notification.**

5. It may be noted that all items specified in Sl.NO.1 & 2 in the table above are mandatory payments based on Govt. directives. Hence for calculation of L1 only the Service charge and consumables will be taken into consideration. However, all other amounts (as applicable) shall be filled in the break up to the financial bid, failing which such bids shall be rejected. Quoting Zero under any column, is liable for rejection. If there are any relevant Government directives for quoting zero, it may be furnished.

6. **TDS and TDS on GST** will be deducted from the total amount payable to the Contractor. However, the Contractor should not reduce the tax portion while paying the wages to their deployed personnel i.e. even after deduction of TDS/TDS on GST, the amount paid to the deployed personnel should not fall below Minimum Wages fixed as per the Central Minimum Wages Act, 1948.



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4848661  
Dated/दिनांक : 08-04-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-04-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-04-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	Indian Overseas Bank
Office Name/कार्यालय का नाम	Central Office
Item Category/मद केटेगरी	Custom Bid for Services - FACILITY MANAGEMENT SERVICES INCL COOKS AND SUPPLY OF MATERIALS
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	33 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No



<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	13200000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	132000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

GENERAL MANAGER  
INDIAN OVERSEAS BANK, CENTRAL OFFICE, 763, ANNA SALAI, CHENNAI - 600 002  
(General Manager)

#### **Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### **MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1712579553.pdf](#)

**Instruction To Bidder:**[1712579557.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1712579562.pdf](#)

**Scope of Work:**[1712579567.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1712579573.pdf](#)

**Service Level Agreement (SLA):**[1712579580.pdf](#)

**Payment Terms:**[1712579583.pdf](#)

**GEM Availability Report ( GAR):**[1712579592.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1712579599.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1712579604.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
15-04-2024 16:00:00	INDIAN OVERSEAS BANK CENTRAL OFFICE 5TH FLOOR ANNEXE BUILDING ANNA SALAI CHENNAI

**Custom Bid For Services - FACILITY MANAGEMENT SERVICES INCL COOKS AND SUPPLY OF MATERIALS ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	FACILITY MANAGEMENT SERVICES INCL COOKS AND SUPPLY OF MATERIALS
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sundarraaj A	600002,GAD, Indian Overseas Bank, Central Office, 763, Anna Salai	1	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25

percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

UTILITY ACCOUNT

Account No.

901102000641125

IFSC Code

IOBA0009011

Bank Name

INDIAN OVERSEAS BANK

Branch address

CENTRAL OFFICE

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---