



**पूर्वांचल बैंक**  
**Purvanchal Bank**  
(भारतीय स्टेट बैंक द्वारा प्रायोजित)

प्रधान कार्यालय : तारामण्डल, गोरखपुर- 273016  
Head Office : Taramandal, Gorakhpur -273016  
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**REQUEST FOR PROPOSAL FOR OUTSOURCING HOUSEKEEPING WORKS AT  
VARIOUS BRANCHES/OFFICES OF THE BANK IN TWO BID SYSTEM**

**RFP NO. PB/PER 01/2019-20 DATED 29/07/2019**

**GENERAL MANAGER (ADMIN & IT)  
PURVANCHAL BANK  
HEAD OFFICE  
BUDDHA VIHAR COMMERCIAL SCHEME  
TARAMANDAL  
PO- SHIVPURI NEW COLONY  
GORAKHPUR-273016**

## **PURVANCHAL BANK - GORAKHPUR**

### INVITATION OF BIDS FOR OUTSOURCING HOUSEKEEPING WORKS AT VARIOUS BRANCHES/ OFFICES OF THE BANK IN TWO BID SYSTEM

RFP No. PB / PER 01/2019-20 dated 29/07/2019

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. **Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below–
  - (a) Bids/queries to be addressed to : **PURVANCHAL BANK - GORAKHPUR**
  - (b) Postal address for sending the Bids:  
The General Manager (Admin & IT)  
Purvanchal Bank  
Head Office,  
Buddh Vihar, Commercial Scheme,  
Taramandal  
Post- Shivpuri New Colony  
Gorakhpur - 273016
  - (c) Name/designation of the contact personnel: Sri A.K. Singh, AGM(HR)
  - (d) Telephone numbers of the contact personnel: 7571810007
  - (e) E-mail ids of contact personnel: hr@purvanchalbank.co.in
3. This RFP is divided into five Parts as follows:
  - (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) Part V – Contains Evaluation Criteria and Format for Price Bids issue.
4. This RFP is being issued with no financial commitment and the Bank reserves the right to change or vary any part thereof at any stage. Bank also reserves the right to withdraw the RFP, should it become necessary at any stage.

## **Part I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids.** 16.08.2019 by 01:00 PM. The sealed Bid containing separate sealed envelope of technical and commercial bid should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the TENDER BOX marked as '**INVITATION OF BIDS FOR OUTSOURCING HOUSEKEEPING WORKS**' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. Bank shall not be responsible for postal delay or non-delivery / non-receipt of Bid documents before due date. Bids sent by FAX or e-mail will not be considered. Bids received after deadline i.e. last date and time of submission shall be summarily rejected. No further correspondence in this regard shall be entertained.
3. **Time and date for opening of Bids:** 16.08.2019 at 3.00 PM. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Bank.
4. **Location of the Tender Box:** Bank premises at the above mentioned address. Only those Bids that are found in the tender box will be opened.

**4(i). Pre-Bid Meeting:** Pre Bid meeting will be held on 06.08.2019 at 12.30 PM at Bank's Head Office Gorakhpur.

5. **Place of opening of the Bids:** Bids will be opened by Bank's designated Committee in presence of Bidders. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time at Bank's Head Office premises. Rates and important commercial /technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of Bidder's representative.
6. **Two-Bids system:** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complete /suitable after Technical evaluation is done by the Bank.
7. **Forwarding of Bids :** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Bank in writing about the clarifications sought not later than 7 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the bank will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Bank prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Bank may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till 90 days from the last date of submission of the Bids.
14. **Earnest Money Deposit.**– Bidders are required to submit Earnest Money Deposit (EDM) for amount of Rs. 10,000/- (Rupees Ten thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of Ninety days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends or derogates from the tender in any respect within the validity period of their tender.
- 15 **Eligibility criteria for Bidders to Participate**
  - (a) Average annual turnover of the company of the last three years should be minimum of Rs. 50 lacs
  - (b) Submit last three years Balance Sheet and Profit & Loss account duly audited by CA
  - (c) The firm should have past 5 years' experience in similar contract for Hiring of HOUSEKEEPING WORKS contract with central or state government agencies. Feedback on the performance of the firm by respective organization to be enclosed with the Technical Bid.
  - (d) More than 250 personnel deployed by the firm /company as on 31.03.2019.ECR ( Employee Contribution Record) of Provident Fund Organisation should be attached along with the technical bid as a proof of number of personnel deployed by the firm/company.
  - (e) Preference will be given to ISO certified companies / vendors
  - (f) Presence of company / vendor in all the 11 districts of Uttar Pradesh
  - (g) Experience of serving at least 10 banks / Govt. departments
  - (h) Attach Copy of Solvency Certificate issued by bank comprising following information .
    1. vendor's name and address
    2. A/C No.
    3. Date of opening of A/C
    4. Solvency certificate amount should not be less than Rs 20,00,000.00 (Rs Twenty Lac only)
  - (j) The firm should have not been blacklisted in the past (Undertaking to this effect by the firm to be enclosed).
  - (k) **Infrastructure.** The firm shall have all essential security, administrative and training infrastructures. The representatives of Bank may visit the firm's site for examining whether, the firm is meeting all the criteria for an effective and efficient infrastructures.

- (l) The firm/company should maintain an office at Gorakhpur.  
(m) The firm / company should be registered under shop and Establishment Act.

**(Documents in this regard to be enclosed with technical bid)**

**Part II – Essential Details of Items/Services required**

1. **Schedule of Requirements**. List of items, Terms and Conditions /services required is as follow:-

S. No.	Item Description	Qty
(a)	Hiring of private House Keeping works on Annual Rate contract basis at various branches/Offices situated in 11 districts of Uttar Pradesh viz. Gorakhpur,Deoria,Padrauna, Maharajganj, Basti, Sant Kabir Nagar,Siddharth Nagar,Ballia,Mau,Etawah & Auraiya,	Approximate no. of Branches/office where Housekeeping services required are 510

2. **Technical Details**. As per Para 3 below:-

3. **Two-Bid System**. Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:

<b><u>S. NO.</u></b>	<b><u>RFP Specification item-wise</u></b>	<b><u>Compliance to RFP specification whether Yes / No</u></b>	<b><u>In case of noncompliance, please comment</u></b>
a)	Whether copy of Registration Certificate attached		
b)	Whether copy of EPF Certificate attached		
c)	Whether copy of ESI Certificate attached		
d)	Whether EMD submitted Whether copy of ECS Mandate form with PAN Card details attached		
e)	Whether copy of solvency Certificate attached		
f)	Whether copy feedback on performance of past experience of 05 years attached		
h)	Whether certificate showing annual turnover for a sum of Rs. 50 lacs attached		
i)	Whether copy of undertaking by the firm for not being black listed attached.		
j)	Whether the firm has all essential administrative and training infrastructures and acceptance of inspection by Bank officers		
k)	Whether acceptance/ adherence letter of Annexure I		
l)	Copies of last three years Balance Sheet and Profit & Loss account duly audited by Chartered Accountant		
m)	Whether copy of Experience of serving at least 10 banks / Govt. departments attached		

n)	Whether copy of ECR(Employee Contribution Record) attached.		
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4. **Price Bid Format.** Bidders are required to furnish price bid as per format given below:-

S. NO.	Pre requisite	Price for employing Housekeeping works per month /per branch- office INR
a)	Basic+ V.D.A	
b)	Employer State Insurance (ESI) @ 4.75%	
c)	Employer Provident Fund (EPF) @ 13.61% (including EPS & EDLI charges)	
d)	Any other statutory charges	
e)	<b>Total (a to d)</b>	
f)	Vendor's Service Charge @	
g)	Sub Total (e+f) @	
h)	Service Tax /GST( if any ) @	
i)	<b>Total Monthly charge Per Head (g+h)</b>	

5. **Delivery Period.** Delivery period of services of HOUSEKEEPING WORKS would be 7 days from the effective date of order or as and when required. Please note that contract can be cancelled unilaterally by the Bank in case of services are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Bank, with applicability of LD clauses.
6. **Terms for delivery and transportation.**

Services to be delivered on site at:

Purvanchal Bank  
Branches / Offices situated in area of operation of the bank  
i.e. 11 districts of Uttar Pradesh stated as above

7. **Service Recipient:**

The General Manager (Admin. & IT)  
Purvanchal Bank  
Head Office,  
Buddh Vihar, Commercial Scheme,  
Taramandal  
Post- Shivpuri New Colony  
Gorakhpur – 273016

8. Conditional Commercial Bids will not be accepted and may be rejected out rightly without assigning any reason.

9. Bidder must ensure that rates quoted by them are in conformity of statutory framework of India and in compliance of rules and regulations issued by GOI time to time. If any, deviation on behalf of

wrong/ misrepresentation is observed on a later date, Bidder will be sole responsible and BANK reserves the right to impose penalty as deemed appropriate.

### **Part III – STANDARD CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. agency in the Contract) as selected by the Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Supply Order :** The contract shall come into effect on the date of signatures of supply order/work order both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration. The reference to Arbitration shall be adjudication through a sole Arbitrator. If the parties are unable to agree upon a sole Arbitrator, the dispute shall be referred to the arbitration of 3(three) Arbitrators,1(one) to be appointed by each disputing party and the third to be appointed by 2(two) Arbitrators so appointed. the arbitration shall be governed by the Arbitration & Conciliation Act,1996 as amended in 2016. The place of arbitration shall be Gorakhpur (UP). The language of arbitration shall be English. The Award of the Arbitration shall be final.
4. **Penalty for use of Undue influence :** The agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Bank or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India any breach of the aforesaid undertaking by the Agency or any one employed by him or acting on his behalf (whether with or without the knowledge of the Agency) or the commission of any offers by the agency or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Bank to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of the Bank or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency, Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of the Bank or to any other person in a position to influence any officer/employee of the Bank for showing any favour in relation to this or any other contract, shall render the agency to such liability/penalty as the Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Bank.
5. **Agents/Agency Commission :** The agency confirms and declares to the Bank that the agency is the original provider of the services referred to in the Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the agency, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of the Bank that the present declaration is in any way incorrect or if at a later stage it is discovered by the Bank that the agency has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the agency will be liable to refund that amount to the Bank. The agency will also be debarred from entering into any supply/contract with the bank for a

minimum period of five years. The Bank will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Agency who shall in such an event be liable to refund all payments made by the Bank in terms of the Contract along with interest at the rate of 12% per annum. The Bank will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts**: In case it is found to the satisfaction of the Bank that the Agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of the Bank, shall provide necessary information /inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents**: Except with the written consent of the Bank/ Agency, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**: In the event of the Agency's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc. as specified in this contract the Bank may at his discretion, withhold any payment until the completion of the contract. The BANK may also deduct from the AGENCY as agreed liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract** : The Bank shall have the right to terminate this Contract in part or in full in any of the following cases :-

- a The commencement/ execution of contract are delayed for causes not attributable to Force majeure for more that (03 months) after the scheduled date of delivery.
- b The Agency is declared bankrupt or becomes insolvent.
- c The Bank has noticed that the agency has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- d As per decision of the Arbitration Tribunal.

10. **Notices** : Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting** : The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The agency shall indemnify the Bank against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The agency shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.



#### **Part IV – SPECIAL CONDITIONS OF RFP (INDIGENOUS PROCUREMENT)**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. agency in the Contract) as selected by the Bank. Failure to do so may result in rejection of Bid submitted by the Bidder.

- 1. Performance Guarantee: Indigenous cases :** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee in favor of the 'The General Manager(Admin),Purvanchal Bank, Head Office, Buddh Vihar Commercial Scheme,Taramandal, Shivpuri New colony, Gorakhpur, through a public sector bank for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the last date of providing services. The specimen of PBG Form is enclosed
- 2. Option Clause:** Within the currency of contract Bank can exercise an option to procure an additional 50% of the original contracted services in accordance with the same terms & conditions of the present contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Bank to exercise this option or not.
- 3. Repeat Order Clause:** Bank can order up to 50% services under the present contract within six months from the date of successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Bank to place the repeat order or not.
- 4. Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Bank reserves the right to 20 % plus/minus increase or decrease the quantity of the required work up to that limit without any change in the terms & conditions and prices quoted by the agency. While awarding the contract, the quantity ordered can be increased or decreased by the Bank within this tolerance limit.
- 5. Minimum Wages:** - The Contractor should ensure payment of existing minimum wages as per minimum wages Act 1948.Minimum wages mentioned in commercial bids should be in concurrence of Gazette of India, extra ordinary Part-II – section III- sub section(II) no. 173 dated 19.01.2017.  
  
Non adherence to the minimum wages Act 1948, will result in cancellation of the contract forfeiting to EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed services. Contract should adhere to the term as per the existing minimum wages promulgated by concerned Govt. agency and as revised from time to time.
- 6. Supply of cleaning material** : The cost of cleaning material and appliances like broom ,brushes etc. is not included in contract and would be provided by the bank.
- 7. EPF and ESI** :- It shall be responsibility of the Contractor to obtain his independent EPF and ESI Code from the concerned department and remit the contribution in accordance with the EPF/ESI Scheme to appropriate authorities. EPF/ESI cards in respect of each manpower deployed is to be obtained and provided to the them individually on awarding the contract.
- 8. Payment Terms**– Payment through ECS/electronic way will be made on monthly basis on submission of pre-receipted bill duly stamped, at the end of each month after satisfactory completion of work. The Contractor would submit documents/proof of EPF/ESI contribution with nominal roll of beneficiaries while submitting the bills for payment. Firm should have valid registration certificate from concerned authorities for supply of manpower/conservancy.

**9. Payment Terms for Indigenous agencies** - It will be mandatory for the Bidders to indicate their bank name, branch name & address, account type, account numbers (Preferably in Purvanchal Bank) and other relevant e-payment details (viz. MICR Code, IFSC/NEFT Code) so that payments could be made through ECS/NEFT mechanism instead of payment through cheques by concerned Bank branch.

**10. Advance Payments**: No advance payment(s) will be made.

**11. Paying Authority**: HOD, Account Department, Head Office, Gorakhpur of the Bank.

**12. Risk & Expense Clause** – If the Contractor fails to carry out the work as per the Scope of Work and Terms and Condition the Bank may at his discretion to get the work done either in full or part thereof, through alternative source at the risk and expenses of the Contractor. The expenses thus incurred would be deducted either from the Contractors pending bills or from the security deposit as applicable.

**13. Force majeure Clause:-**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation, if the non-performance results from such force majeure circumstance as Flood, Fire, Earth quake and other acts of God as well as war, military operation, blockade, acts of action of state authorities or any other circumstance beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it become impossible to meet obligations under due to Force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstance immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

(d) Certificate of Chamber of Commerce (Commerce and Industry) of other competent authority of organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation last for more than 6(Six) months, either party hereto reserve the right to terminate the contract totally or partially upon giving prior written notice 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. In the event of L-1 vendor backs out or the Bank rejects the proposal of L-1 bidder on the ground of reasons beyond control of bank, the bank may award the contract to L-2 bidder provided they match the prices with that of the L-1 bidder and security deposit of the L-1 vendor will be forfeited.

15. **Split of work order**- Bank may at its discretion split the work order/contract between L-1, L-2, L-3, L-4 and so on vendors in different districts/regions, provided L-2,L-3,L-4 match the codes of L-1 vendor. Preference of selection of the districts/regions will be given in order of L-1,L-2,L-3, L-4 and so on to eligible bidders.

16. The bidders are not permitted to accept/recover any registration charges/fees, commission etc. from the aspirants willing to work for HOUSEKEEPING WORKS at bank's branch/ office locations. If such incidents comes in notice of bank are any complaint receive, bank shall take appropriate action against such vendor as deemed suitable. In such case, vendor shall also be liable to refund all payments made by the bank in terms of contract along with interest @ 12% per annum.

17(i) All disputes will be subject to the jurisdiction of courts at Gorakhpur, UP.

(ii) Selected firm/company will have to keep the record of valid IDs and mobile numbers of deployed persons , a copy of which will also be supplied to the Bank.

## **PART V –EVALUATION CRITERIA & PRICE BID ISSUE**

### 1. Evaluation criteria:-

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) The technically Bids forwarded by the Bidders will be evaluated by the Bank with reference to the technical characteristics of the services as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified on the RFP. The Price Bids on only that Bidder will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular bidder and Technical assessment by the Committee.
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Bank.

### 2. Please acknowledge receipt.

Thanking you.

Yours faithfully,

General Manager (Admin & IT)  
Purvanchal Bank  
Head Office,  
Buddh Vihar, Commercial Scheme,  
Taramandal  
Shivpuri New Colony  
Gorakhpur - 273016

Annexure I to Part II of Para 1 of RFP

## **HIRING OF HOUSEKEEPING WORKS – TERMS AND CONDITIONS**

1. The agency shall provide HOUSEKEEPING WORKS as required by the Purvanchal Bank for a period of one year from the date of signing of the contract agreement, subject to renewal of every year for a period of five years.
2. The agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the persons engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the persons engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the persons engaged for the Housekeeping works, is required to be submitted to the Bank. In any eventuality, if the contractor failed to remit employee / employer's contribution towards PF subscription etc. within the stipulated time, Bank is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Bank.
4. The antecedents of Contractor staff deployed shall be got verified by the agency from local police authority and an undertaking in this regard to be submitted to the Bank and Bank shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register in which day to day deployment of persons will be entered. This will be countersigned by the authorized official of the Bank. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to submit an undertaking (on the format), duly countersigned by the concerned official of the Bank, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Bank.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Bank .
10. The contractor or persons at HOUSEKEEPING WORKS shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Instructors for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12. Under the terms of their employment agreement with the Contractor the HOUSEKEEPING WORKS shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Bank, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Bank, the said loss can claim from the contractor up to the value of the loss. The decision of the Bank will be final and binding on the agency.
14. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Bank may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Bank shall have the right, without assigning any reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Bank.
16. The contractor shall be responsible to maintain all property and equipment of the Bank entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Bank due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Bank. The supervisor shall be required to work as per the instructions of Bank.
19. The persons engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasions and habitual noncompliance in this regard shall not be allowed to continue . The contractor should immediately substitute with other person. The penalty on this account shall be deducted from the Contractor's bills.
20. The persons engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Customers/Attendants and should project an image of utmost discipline. The Bank shall have right to have any person moved in case of customers/staff complaints or as decided by representative of the Bank if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The working hours generally will be from 9.30 hrs. to 17.30 hrs. But the timings is changeable and shall be fixed by the Bank from time to time depending upon the requirements.
22. The Contractor persons will have to report at branch office at least 30 minutes in advance start of the business for daily housekeeping arrangement of branch premises and to complete all other required service.
23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the persons engaged by the contractor for the Bank.
24. The payment would be made at the end of every month based on the actual working days except govt. holidays by the persons deployed by the contractor and based on the documentary proof jointly signed by the representative of the Bank and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Bank.
25. Any damage or loss caused by contractor's persons to the Bank in whatever form would be recovered from the contractor.

26. The Bank will give basic training/familiarization of the housekeeping services required to be done by the persons to be deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's persons for the purpose of payment under the contract.

27 (a) In case any of Contractor staff deployed under the contract is (are) absent, a penalty equal to double the wages/ or charges incurred for standby arrangement made by the Bank for the number of persons deployed in HOUSEKEEPING WORKS on that particular day shall levied by the bank and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's persons deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's persons, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's persons shall be removed immediately.

(d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Bank reserves the right to impose the penalty as detailed below:-

i) 10% of cost of order/agreement per week, up to four weeks delays.

ii) After one week's delay Bank reserves the right to cancel the contract and withhold the agreement and get this job be carried out from open market or with other agencies. The difference if any will be recovered from the defaulter contractor and also shall be black listed for a period of 5 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

28. The agency shall ensure that its staff shall not at any time, without the consent of the Bank in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Bank and shall not disclose to any information about the affairs of Bank. This clause does not apply to the information, which becomes public knowledge.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's staff shall attend the court as and when required.

30. The contractor shall deploy its staff only after obtaining the Bank approval duly submitting curriculum vitae (CV) of these personnel, the Bank shall be informed at least one week in advance and contractor shall be required to obtain the Bank's approval for all such changes along with their CVs.

31. The contractor shall have his own Establishment/Setup/Mechanism etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

32. "NOTICE TO PROCEED" means the notice issued by Purvanchal Bank to the contractor communicating the date on which the work/services under the contract are to be commenced.

33. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Bank.

34. The contract period is of Twelve months from the date of the commencement (as mentioned in Notice to Proceed).

35. During the course of contract, if any contractor's staff are found to be indulging in any corrupt practices causing any loss of revenue to the Bank shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
36. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Bank may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the contractor.
37. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the contractor to the Bank within seven days. The Bank shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
38. The contractor shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
39. The contractor shall indemnify and hold the Bank harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
40. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
41. The contracting agency shall not employ any person below the age of 18 yrs. And above the age of 55 yrs. Manpower so engaged shall be trained for providing HOUSEKEEPING WORKS services and other services before joining.
42. The contracting agency shall deploy persons for HOUSEKEEPING WORKS whose educational qualification shall be minimum 8<sup>th</sup> pass standard.
43. The contractor shall get its staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each persons deployed. Bank will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
44. Persons engaged by the contractor shall not take part in any staff union and association activities.
45. The contractor shall provide the uniform/dress, ID Batch/Name plate for wearing during the duty hour by its persons. All the expenses incurred on the items like raincoats, uniforms will be borne by the contractor.
46. Contractor/ Agency shall maintain cellular phone number of each of its Housekeeping staff to ensure effective timely communication.
47. Suitable transport for the deployment of Housekeeping staff will be provided by the Contractor/ Agency, if required.
48. The Bank shall not be responsible for providing residential accommodation to any of the persons of the contractor.

49. The Bank shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Bank does not recognize any employee employer relationship with any of the workers of the contractor.
50. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Bank from the agency.
51. If any underpayment is discovered, the amount shall be duly paid to the agency by the Bank.
52. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Bank etc.
53. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
54. The contractor shall disburse the wages to its staff deployed in the Bank every month through ECS or by Cheque within 7 days.

#### **OBLIGATION OF THE CONTRACTOR**

55. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
56. Dispute Resolution: Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the agency and Bank. Decision of Bank will be binding to the agency.
57. The HOUSEKEEPING staff deployed by the agency shall not be workmen of the Bank .
58. The agency shall be responsible for the conduct of its employees and discharge of their duties. The employees of agency should not be under the influence of any intoxicant.
59. The agency shall be responsible to discharge the obligation of the employees and comply with the statutory obligations requirement under various laws in respect of this employees and ensure that all statutory return like PF, ESI etc. are filed in time.
60. Antecedent verification of all employees, employed by the agency services will be done by the agency and the proof of the same along with photographs temporary and permanent address of the employees will be submitted to the Bank by the agency
61. The Agency shall ensure that its employees engaged at the Bank and its installation performs all duties assigned to them from time to time by Bank and shall ensure to keep the branch premises, washrooms, toilet sheets etc. neat and clean.
62. The Agency shall ensure that all necessary registers are maintained at the respective places as assigned by the Bank.
63. The Agency shall be responsible to conduct surprise check and other measure of its employees to ensure they are on constant vigil at all time.
64. The personnel engaged by the agency to work with at the installation shall be governed by the rules/ regulations of agency. However, any personnel engaged by the agency to work at Bank will be deployed only on the approval of the Bank.



65. Provost staff/ duty personnel of Bank shall supervise the functioning of the employees engaged by the agency.
66. In the event of any adverse report from personnel of Bank on the functioning conducts of the employees of the agency, the erring employees shall be liable for disciplinary action. Which may include discharge from service employment.
67. Bank is not responsible for the disbursement of pay and allowance to the employees engaged by the agency. The agency shall directly pay to personnel employed, under intimation to the Bank.
68. The charges will be paid every month on or before 15<sup>th</sup> of the succeeding month on the production of sufficient proof about payment of wages/ salary to personnel employed at Bank. The statutory deduction and contribution to its employees are to be properly accounted by the agency.
69. The Agency make it sufficiently clear to every personnel that they will have to obey the orders and instructions of provost staff/ duty staff of Bank and pay proper mark of respect of the staff of Bank.
70. During the discharge of their duties the persons of HOUSEKEEPING WORKS shall not resort to settlement of any disputes through arguments, manhandling and physical contact. Matter of urgency should be immediately brought to the notice of duty personnel / Officer.
71. The employee of the agency shall have no right to the facilities available in the Bank such as conveyance, lodging, boarding, canteen facilities, sports, swimming pool, recreational room etc.
72. The Agency shall deploy its personnel as set out by Bank and shall remove the Housekeeping staff cum office boy when no longer required. However, a notice of one month shall be given to this effect by Bank.
73. If the Agency fails to execute the contract as per the terms and conditions of this agreement, the General Manager of the Bank reserves the rights to terminate the contract without assigning any reason whatsoever thereof.
74. Bank shall not be liable for any loss/ damage of items, injury or any other ailments that may happen to the contractors employees while on duty.
75. The persons employed by the agency shall not carry any arms and ammunitions while on duty at Bank and its installations.
76. The personnel employed by the Agency shall carry out the duties on all weather conditions and should be equipped with monsoon gears.
77. The persons deployed for HOUSEKEEPING WORKS shall disseminate any valuable information to the provost staff/ duty staff of Bank, if they happen to obtain/ possess such information.
78. The Contractor will not change the personnel frequently. However the Bank reserves the right of changing of the personnel at any time without citing reason also.
79. Eligibility criteria for HOUSEKEEPING WORKS should have following eligibility criteria:- (i) Persons employed should have academic qualification at least 8<sup>th</sup> pass. (ii) Person employed should be medically fit as follows:- (aa) Should not be suffering with any eye disease and should be able to read and write in Hindi and English. (ab) Should not be suffering with hearing disease. (ac) Should not be suffering with any disease of limbs. (ad) Should not be insane.
80. HOUSEKEEPING persons deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced, the decision of Bank will be the final.

81. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
82. The housekeeping persons should take care of all assets of Bank and inform Provost staff in case of any irregularities.
83. The housekeeping persons will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
84. In emergent situations, housekeeping persons deployed shall also participate as per their role defined in the disaster plan, if any, of the Bank. Guards/Supervisors should be sensitized for their role in such situations.
85. The housekeeping persons are required to display mature behavior, especially towards female staff and female customers.
86. The housekeeping persons on duty shall not leave the premises without permission of Bank Officials.
87. All disputes and differences in connection with or relating to this tender shall be subject to the Jurisdiction of the Court at Gorakhpur, Uttar Pradesh, India only.

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