

TENDER NO.: SC / Manit. /2024	Date: 02.05.2024
<b>REQUEST FOR PROPOSAL(RFP) FOR HOUSEKEEPING SERVICES AT INDIAN BANK STAFF COLLEGE KOLKATA</b>	

**TENDER DOCUMENT  
FOR PROVIDING  
HOUSEKEEPING SERVICES  
AT  
INDIAN BANKSTAFF COLLEGE KOLKATA  
1A, RONALDSHAY ROAD, ALIPORE, KOLKATA-700027**

**Indian Bank Staff College Kolkata  
1ए, रोनाल्डशेय रोड़, अलीपुर, कोलकाता-700 027  
1A, Ronaldshay Road, Alipore, Kolkata – 700 027**

**दूरभाष सं./ Tel No.: 033-2479 4578  
ई-मेल/ Email id: [stc.kolkatametro@indianbank.co.in](mailto:stc.kolkatametro@indianbank.co.in)**

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**NOTICE INVITING TENDER FOR HOUSEKEEPING SERVICES AT  
INDIAN BANK STAFF COLLEGE KOLKATA  
1A, RONALDSHAY ROAD, ALIPORE, KOLKATA-700027**

**INTRODUCTION:**

Sealed tenders for each item of work as specified below are invited from interested reputed, resourceful and experienced Contractors providing HOUSEKEEPING services, possessing relevant record of providing unblemished housekeeping services in a medium sized reputed organization or Govt. Organisation or reputed Staff Training College / Centre of a Bank and having a complement of minimum of 4 to 6 (four to six) persons on their payroll for providing the undernoted services at Indian Bank Staff College, 1 A, Ronaldshay Road, Alipore, Kolkata- 700 027.

Item No.	Nature of Work
1	<b>Housekeeping Services including Caretaking, Sweeping, Cleaning &amp; Maintenance of Premises (Hostel Rooms, Executive suite , Office, Class Rooms, Common Areas, Canteen, Library , Toilets and Bathrooms , etc.), Furniture &amp; Fixture, Electrical/ Installation/ Maintenance, Plumbing, Gardening , Maintenance of Aquariums etc.</b>

**TENDER FORM:**

Interested parties may download Tender Documents / Form(s) containing the broad terms & conditions etc. by downloading from the website of the bank [www.indianbank.in](http://www.indianbank.in)

**BID DETAILS:**

The schedule of availability and submission of tender forms, opening of bids etc. is as under:

Sl.No	Particulars	Period/ Date / Remarks
1	Date of Advertisement in the Newspaper	02.05.2024
2	Procurement of Tender Document	To be downloaded by the bidder from Indian bank website <a href="http://www.indianbank.in">www.indianbank.in</a>
3	Date of Pre-bid Meeting	02.05.2024
4	Submission of Tender Document	02.05.2024 to 29.05.2024 upto 3.30 pm
5	Last Date of Submission of Tender Document	29.05.2024 upto 3.30 pm
6	Date & time of Opening of Technical Bid	30.05.2024 at 3.30 pm
7	Address for Communication	The Principal, Indian Bank Staff College, 1A, Ronaldshay Road, Alipore, Kolkata-700027 Tele.: <b>033 24794578</b> Email : <a href="mailto:stc.kolkatametro@indianbank.co.in">stc.kolkatametro@indianbank.co.in</a>
8	Bidder Contact Details	Bidder to provide following information in the Bid: 1. Name of the Firm/Company : 2. Contact Person: 3. Mailing address with Telephone: 4. Telephone No. & Fax No.:

		5. Mobile No.: 6. Email id:
9	Date & Time of Opening of Commercial Bid	Will be intimated to eligible bidders over valid mail ID, after evaluation of Technical bids.
10	Place of Opening of Technical & Financial Bid	Indian Bank Staff College, First Floor, 1A, Ronaldshay Road, Alipore, Kolkata-700027 The Technical Bid will be opened first and the Commercial Bids will be opened of only those bidders, who qualify in technical bid. Bidders who qualify in the technical bid will be communicated accordingly. The bidder who does not qualify in technical bid will not be called at the time of opening of the Commercial Bid. Representative(s) of the Bidders should be present during opening of the Commercial Bid on 29.05.2024 at 3.30 p.m. However, Bids would be opened, even in the absence of any or all the Bidder's Representative.

**SUBMISSION OF FORM :**

1. The last date for submission of the Tender Form(s), duly filled in and complete in all respects, will be 29.05.2024 up to 03.30 p.m. in two separate sealed covers/envelops for Technical Bid and Commercial Bid superscribing the envelopes
  1. TENDER FOR HOUSEKEEPING SERVICES (TECHNICAL BID) and
  2. TENDER FOR HOUSEKEEPING SERVICES (COMMERCIAL BID).

These two covers/envelops should be put in a single cover/envelop subscribed as "Response to Indian Bank RPF for Maintenance dated: 02.05.2024" and submitted to the Bank at the address mentioned above.
2. The above mentioned Bids should be addressed to The Principal, Indian Bank Staff College, 1A, Ronaldshay Road, Alipore, Kolkata-700027. The Technical Bid should accompany a non-refundable Bank Draft payable at Kolkata for Rs.1000/- in favour of '**Indian Bank Staff College Kolkata**' towards cost of tender document.
3. Acceptance of the Tenders shall solely rest with the Competent Authority of the Bank, who do not bind himself/themselves to accept the lowest tender. The Bank reserves the right to accept / reject any or all the Bids/offers without assigning any reason, whatsoever at any stage.
4. Incomplete Tender/Bid will be summarily rejected.
5. All other terms & conditions are mentioned in the tender document.

**PRINCIPAL & ASST. GENERAL MANAGER  
INDIAN BANK STAFF COLLEGE KOLKATA**

**BROAD TERMS & CONDITIONS OF HOUSE KEEPING SERVICES AT  
INDIAN BANK STAFF COLLEGE KOLKATA  
1 A, RONALDSHAY ROAD, ALIPORE, KOLKATA – 700 027**

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1. The Contractor/Bidder should possess a minimum of 2 years record of providing unblemished Housekeeping Services in a medium size organization including Bank, Govt. Office and reputed Staff Training Colleges/Centre of a Bank and having a complement of minimum of 4 to 6 persons on their payroll at Kolkata. The Contractor will have to produce certificate(s) to this effect from organization (s) for having satisfactory / unblemished work experience. {as per point no. 6 of Tender Form ( Technical Bid)}.
2. The Floor Manager/Administrator/Supervisor should be invariably present at the Staff College on all days **including Sundays and Holidays without fail**, to ensure uninterrupted services to the guests staying in Hostel / Office Staff/ Faculties.
3. Rough estimate of size of operations and some details of previous years:
  - 3.1 Approximate Area : Ground Floor to Third Floor.
    - a) Ground Floor – Executive Suite, Reception Counter, Corridor-20x6 sq feet.
    - b) First Floor – Main Lecture Room, Dining Hall, Common Toilets, Office, Faculty Rooms(2), AGM & Principal Chamber and one room for trainee : Aprox area : 5870 sqft.
    - c) Second Floor- Hostel Rooms: 12 and Common Corridor and common bathrooms. Aprox area : 5080 sqft.
    - d) Third Floor- Hostel Rooms : 8 rooms, one Room with attached bathroom, Common Corridor, Common Bathrooms, Computer Lab, Server Room, UPS Room. Aprox area : 5080 sqft.
    - e) Roof- Overhead Tanks and one Yoga Room. Aprox area : 5870 sqft.
    - f) Garden and Parking Space
  - 3.2 Hostel Size–21 Rooms for residents, One Executive Guest room and one Yoga Room.
  - 3.3 Number of weeks when regular trainings will be conducted – Past trend shows 45 weeks of 6/5 days each, in a year. During the rest of the 7 weeks only sporadic schedules may run.
  - 3.4 Capacity utilization during previous years – 80% average. (Ranging from as low as 20 participants in many weeks).
4. The bidder shall submit Technical Bid and Commercial Bid **separately in two sealed envelopes which may be kept in a third cover & submitted.** Commercial Bid if found “open” along with technical bid will be summarily rejected.
5. Commercial bids of ONLY those Contractors will be opened who qualify in the Technical Bids. Commercial Bids shall include Housekeeping Charges and Service Charges of the Contractor without applicable GST, which will be paid extra on actual basis.

6. In case the lowest rate (L1) quoted by two or more bidders is same / equal, then fresh sealed Price Bids will be obtained from such bidders for revised prices, which will be opened only in their presence to determine the lowest bidder on the date to be decided subsequently.
7. No Bidder shall contact the College Authority on any matter relating to its Bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the College Authority in the College Authority's bid evaluation, bid comparison or contract award decisions may result rejection of the Bidder's bid.

**8. General Condition:**

- 8.1 House Keeping contract will include all covered as well as open areas of the College complex inside boundary walls including gardens, lawns, precincts, streets, etc. located at 1-A, Ronaldshay Road, Alipore, Kolkata 700027.
- 8.2 All the daily services relating to College complex will be accomplished before office hours, i.e. by 9.00 a. m., unless specially advised otherwise. Even on Sundays and Holidays, all jobs relating to housekeeping will be completed.
- 8.3 The Contractor will have to provide a team of adequate number of personnel, not less than 4 (four) every day.
- 8.4 The staff deployed should be trained in House Keeping / Management Services, bear good conduct/ behaviour without any criminal background and fit for the work.
- 8.5 All the workers will wear the uniform in clean condition while attending to their duties and display their photo identity cards prominently. The Contractor will provide summer/winter uniform, shoes, etc. to their employees as per specification of the Bank, failing which they will be provided uniform, etc. by the Bank out of the payment receivable by the Contractor.
- 8.6 The Contractor will ensure desired level of cleanliness in the entire complex of the College. For this purpose, all materials, Instruments, Tools, Brushes, Brooms, Wipers, Spongers, Mops etc. will be provided by the Contractor. The Contractor shall provide following machineries: Industrial Heavy Duty Wet & Dry Vacuum Cleaner, Shampooing Machine, Glass cutter, Injector Machining for Sofa/Chair Cleaning, Jet Pressure cleaning Machine, Floor Scrubbing, Cleaning, Polishing machine, Cutting/Drilling Machines etc. Over and above this, the other equipments which are required for Housekeeping Maintenance services are to be provided by the Contractor. The supervisor of the Contractor will attend to complaints on urgent basis round the clock.
- 8.7 Toiletries/Cleaning materials in sufficient quantity and of good quality (as decided by the Bank) to be procured/ arranged by Contractor.
  - (a) Soap, Handwash,
  - (b) Odonil, Naphthalene any other brand product in toilets.
  - (c) Detergents, phenyl, Harpic etc.
  - (d) Glass-Colin /kitchen cleaners

- (e) Mosquito repellent / Braso/Silvo/ Polishing Material etc.
- 8.8 Specialized maintenance/cleaning of all hostel rooms and bathrooms along with furniture/ fixtures, mattresses, bathroom/ hostel room / office room/ class room, linen, electrical fittings, PCs, Smart Board , Projectors and Laptops, bathroom/toilet fittings, buckets, sanitary wares, racks etc. will be ensured at the cost of bank.
- 8.9 Bathroom and bedroom linens will be changed at least once in two days and at commencement of every new programme, or as may be decided by the Bank. The Contractor at his own cost will arrange hygienic Machine washing of all Linen, Curtains, Towels, Hand Towels, Pillow Covers, Blankets, etc.
- 8.10 The overhead water tanks and the underground water tanks will be cleaned thoroughly using Bleaching Powder/ Detergent/ Cleaning chemicals at least once in a Quarter or need based in a year. Pest Control measures at regular intervals and/or need based has to be ensured.
- 8.11 Provision of the following staff will be ensured:
- (a) Supervisor-01
  - (b) Sweepers-02
  - (c) Housekeeping-02
  - (d) Plumbing, Electrical & Gardening (as & when required)

The number of such persons/employees will not be less than 4 (four) on any working day.

## **9 PERFORMANCE SECURITY**

- 9.1 Within seven (15) days of the receipt of notification of award from the Bank, the successful L1 Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided.
- 9.2 The proceeds of the performance security shall be payable by the bidder as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The Performance Security shall be denominated in Indian Rupees only and shall be in form of Bank Guarantee of Rs. 100000/- issued by a reputed Bank located in India.
- 9.3 The performance security will be discharged by the Bank and returned to the Bidder not later than 60 days following the expiry obligations, unless specified otherwise in the General Condition.

## **10 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 10.1 The Bidder shall not, without prior written consent of the Staff College Kolkata, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Staff College, Kolkata in connection therewith, to any person, other than a person, employed by the Bidder in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence & shall extend only so far as may be necessary for purposes of such performance.

- 10.2 KYC compliance is mandatory for all persons employed by the contractor and deployed for the services.
- 10.3 Subject to General Condition, if the Bidder fails to deliver any or all of the Services or fails to perform the Services within the time period(s) specified in the Contract, the Staff College Kolkata shall, without prejudice to its other remedies available to it under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to percentage up to a maximum damage realisation. Once the maximum is reached, the Bank may consider termination of the contract pursuant to General Condition.

## **11 DAILY SERVICES**

- 11.1 Removal of waste material / garbage from the dustbins / room buckets, mugs, collecting of garbage from the rooms and entire premises including the toilets, open areas / lawns and gardens etc.
- 11.2 Dusting and vacuum cleaning of furniture, cup-boards telephone instruments, doors, computers/laptops, windows, ventilators, blinds and glass partition using glass cleaning chemicals to keep all such articles dust free , to be done during the morning time.
- 11.3 Acid cleaning and scrubbing of toilets, washbasins, sanitary fittings using detergents, cleaning agents, deodorants and disinfectants, at least twice a day.
- 11.4 Cleaning/sweeping of premises /mopping of floor area, lobby/corridor/staircase by detergents, disinfectants, etc. in the morning or as and when required, during the day.
- 11.5 Provision of toiletries in the toilets in the morning after daily check up.
- 11.6 Vacuum cleaning / washing of carpets, wherever provided at the institute.
- 11.7 Provide toiletries kit, procured at Bank's Cost, to each participant at the beginning of each Programme or on each Monday, whichever is earlier.
- 11.8 Check water purifier/ RO/ in order to ensure uninterrupted water supply availability for drinking and cooking, round the clock.
- 11.9 Dusting & Cleaning of office furniture.
- 11.10 Provide Work Schedule of Daily Services, which will be authenticated at the end of the day by the Bank officials.

## **12 WEEKLY SERVICES**

- a. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas, etc.
- b. Removal of cobwebs, dusts, termites, pests, etc.



- c. Windows sponging and cleaning with Jet Pressure Machine.
- d. Keeping ceiling and table / pedestal fans, air – conditioning grills dust free.
- e. Cleaning of dustbins and buckets with detergents.
- f. Up keep of partition glasses and panes with utmost care and by application of glass cleaning chemicals.
- g. Acid/Harpic cleaning of sanitary wares.
- h. Polishing & oiling of door closers, door handles, and other brass fittings with Silvo / Brasso / lubricants. Dusting & cleaning of Murals, Sceneries, Photo-frames, idols, etc.
- i. Polishing of taps and other steel fittings in the toilets with Silvo / Brasso.
- j. To spray Finit etc. in hostel rooms, class rooms, office rooms, auditorium, conference hall, dining room etc. to keep all such areas insects/mosquito free. The contractor will provide the Finit pump and the spraying material at his own cost. Provide Pest control services for cockroaches, bed bugs and other insects of the entire building on weekly basis at contractor's own cost.
- k. Shampooing / Spraying / Disinfecting all Carpets/ Chairs/Sofas with Injector machine, Wet/Dry Vacuum Cleaner.
- l. Provide Work Schedule of Weekly Services, which will be authenticated at the end of the day by the Bank officials.
- m. Cleaning of Kitchen /overhead water tanks on Quarterly basis.

- 13 TERMS OF PAYMENTS:** In consideration of services to be rendered by the Contractor, the monthly charges for Housekeeping as agreed shall be paid on monthly basis, subject to production of bills/vouchers etc. to the satisfaction of the College. The charges / payments shall be made at the rate as agreed upon (inclusive of Service Charges of the Contractor excluding GST, as applicable, which will be paid extra on actual basis).
- 14** The period of contract will be for 24 months which may be reviewed thereafter, for further renewal or otherwise on mutually agreeable terms.
- 15** Maximum rate for the entire services per month should not exceed Rs.88900/-(Rs Eighty Eight Thousand Nine Hundred only) without GST.
- 16** The Contractor shall obtain necessary license, permit, consent, sanction, etc from the competent authority as may be required or called for by local or any other authority for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force.
- 17** The Contractor shall bear all taxes, rates, charges, fees, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Contractor shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the Staff College from time to time.
- 18** The Contractor shall keep the Bank indemnified against all the claims and liabilities or any legal requirements. The Contractor shall comply with all applicable laws, rules & responsibilities in force from time to time.

- 19** The Contractor shall devote his full attention to the work of Housekeeping and Caretaking etc. purchases, installation and repairs and shall discharge his duties / obligations under this agreement most diligently and honestly.
- 20** The Contractor shall provide summer and winter uniforms, shoes, gloves, apron etc. to his staff engaged for the above services, as per Bank's specification at his own cost and expenses and all the staff will wear the same in clean condition while on duty. The Contractor shall further ensure that the employees are in uniform, whenever in service and in case of default in this regard, a penalty of Rs.100/- per occasion would be imposed on the Contractor. The Contractor shall engage the services of only able, efficient, healthy, honest, and well behaved persons for Reception, Caretaking, cleaning, Plumbing, Electrical Maintenance, Gardening etc., at his/her cost and responsibility in the conduct of Housekeeping services, who shall be considered, for all legal and contractual purpose, as the employees of the Contractor himself. The Contractor will provide necessary identity & address proof for the staff engaged to fulfil the govt. norms.
- 21** The Contractor will pay salary, allowances, compensation, etc. to his/her employees as per rule under Minimum Wages Act under Labour Law/Bonus/PF etc. as applicable at his/her end. The Contractor has to ensure to register the employees under NPS and ensure deposit of EPF, ESI etc. As per extant labour laws and keep a record of it for the checking / inspection by any of the Government Agency, Inspector, Bank Official or any Authority as and when required. The Bank will nowhere be responsible for lapses found, if any, and the Bank will not be responsible for payment of anything to the employee of the caretaker / Contractor.
- 22** In case the Contractor or any of his employees fail to fulfil his/their obligations for any day or any number of days to the satisfaction of the College for any reason whatsoever, the Contractor shall pay by way of liquidated damages to be decided by the Bank for the entire number of such days and the College, without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the moneys, if any, payable by it to the Contractor.
- 23** The Contractor will maintain its gadgets & equipments, machines etc. in good working condition with all safety measures at his own cost and expenses.
- 24** The Contractor shall return all articles, gadgets & equipments etc. provided by the Bank, in similar condition as received, on expiry of the contract (by completion of the contract period or termination of the same due to any reason whatsoever).
- 25** The Contractor shall not assign or sub-contract the contract to other parties. In case of violation/contravention of any of the terms and conditions mentioned herein, the Bank reserves the right to terminate this agreement forthwith without giving any notice to the Contractor and without prejudice to its right to recover damages and other charges / cost to the Bank from amount payable to him or otherwise.
- 26** The Contractor shall pay a security deposit equivalent to 10% of the annual approximate cost of contract as approved or a performance guarantee for a similar amount, in lieu thereof, from a bank acceptable to the Bank prior to commencement of service under this agreement. The Contractor shall pay a security deposit equivalent to Rs.1,00,000.00 (Rupees One Lakh only) or a

performance guarantee for a similar amount, in lieu thereof, from a bank acceptable to the Bank prior to commencement of service under this agreement. The Bank shall be entitled to adjust or appropriate, said security deposit or the proceeds of guarantee towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage in the implements / equipments and any other item entrusted to or caused to other assets of the Bank by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the Staff College, Kolkata shall not carry any interest.

- 27 The day-to-day cleanliness and maintenance of the premises will be the exclusive responsibility of the Contractor. The number of persons to be provided by the Contractor per day should not be less than 4 (Four). In case of emergency/eventuality the Contractor should arrange additional/ replacement manpower. In case it is found that the workers including the Contractor engaged, are less than 4 on any day, a penalty of Rs.500/- per day per worker would be imposed and deducted from the amount payable to the Contractor and the Principal, Staff College, Kolkata shall be the exclusive authority in the matter.
- 28 The staff deployed will be trained in caretaking technique; bear good conduct and shall be physically fit for the work. The Contractor's employees will be allowed entry into the specified areas of the premises of the College with the specific permission of the Principal or any officer authorized in this behalf and with valid photo identity card issued by the Contractor and displayed prominently.
- 29 PRE BID MEETING: A Pre-bid Meeting shall be held with the intending Contractors at 11.00 AM on 02<sup>nd</sup> May 2024 to clarify doubts, if any, raised by them on the tender. No separate communication shall be sent for this meeting. The requests for clarifications may be submitted in writing either prior to or on the day of the pre-bid meeting.
- 30 **Miscellaneous**
  - a. The bank reserves the right to alter any of the above terms & conditions or terminate this agreement/contract at any time by giving one month notice in writing.
  - b. The bank shall not be liable / responsible for any incident/ occurrence/ casualty/death/ injury/damage caused to the person/deployed by the Contractor for rendering services as per this agreement due to the negligence or any reason whatsoever.
  - c. The Contractor shall indemnify the Bank for any incident/ occurrence/ injury/ damage/loss etc., caused to the employees of the Bank/Participants/ Faculties etc., due to negligence on the part of the Contractor or his employees/ persons/ agents etc.

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**TENDER FORM (TECHNICAL BID)**

**INDIAN BANK STAFF COLLEGE,  
1 A, RONALDSHAY ROAD, ALIPORE, KOLKATA – 700 027**

**APPLICATION FORM FOR PROVIDING HOUSEKEEPING SERVICES AT**

**INDIAN BANK STAFF COLLEGE,  
1 A, RONALDSHAY ROAD, ALIPORE, KOLKATA – 700 027**

<b>1</b>	Full name of the Contractor / Firm : (in block letters)	
<b>2</b>	Full address of the Contractor / Firm : (with Telephone number, e-mail number, fax number)	
<b>3</b>	Experience in years:	
<b>4</b>	Constitution : Sole / Proprietorship / Partnership	
<b>5</b>	Name(s) of the Proprietor(s) / Partner (s)with their full address, telephone number, e-mail number, fax number	
<b>6</b>	Work experience in detail as Caretaker / Housekeeper for minimum last two years (Certificate to be enclosed)	
<b>7</b>	Names of persons to be employed including the Contractor himself / herself, if already team available [optional]	a) b) c) d) e) f)
<b>8</b>	Details of Registration, Trade License, Labour Registration doc., other license held / obtained from the various authorities (enclose applicable Xerox copies)	1. 2. 3. 4. 5.

<b>9</b>	Name of 2 referees of repute with address telephone number (enclose their certificates) if any.	1.  2.
<b>10</b>	Latest Income-tax (with TAN/PAN number), Professional tax, GST, Municipal Tax Returns, Clearance certificate (enclose Xerox copies)	
<b>11</b>	Balance Sheet and Profit & Loss A/c for the last 03 (three) years (enclose Xerox copy)	
<b>12</b>	Bank A/C Details	
<b>13</b>	Name & Full Address of Contractor's Banker	

I / We certify that I / We have read, understood and accept the contents of the broad terms and conditions incorporated in the Tender Form and 'Notes' mentioned hereunder and submit this Tender for consideration. I / We certify that the above statements are true.

**(Signature of the authorized signatory )**

Full Name :

.....

Address :

.....

DATE :

( SEAL )

- Note :**
1. Sealed Tenders must be submitted within the stipulated period.
  2. Interested Contractors may obtain further information/clarification from the Indian Bank, Staff College, 1 A, Ronaldshay Road, Alipore, Kolkata-700027, before submission of the tender.
  3. Duly filled in Tender Form (Technical) for Housekeeping / Caretaking Services, supported by all the required testimonials, should be submitted in a sealed envelope superscribing the envelope "**Tender for Housekeeping Services (Technical)**" within the stipulated dates and times. One Contractor can submit only one Tender Form.

4. Place of opening of Tender will be at the premises of Indian Bank Staff College, 1 A, Ronaldshay Road, Alipore, Kolkata- 700 027.
5. Tender form will be available at the Bank's website [www.indianbank.in](http://www.indianbank.in). The bidder has to submit the printed bid along with Bank Draft/IOI of Rs.1000/- in favour of 'Indian Bank Staff College Kolkata'. The bid will be disqualified without said Bank Draft/IOI. Bidders exempted from paying application money, if any, must submit, must submit the proof thereof to the Bank's satisfaction.
6. No earnest money will be required to be deposited at the time of submission of the Tender Form.
7. Technical Bids of this Tender will be opened **30.05.2024 at 3.30 pm.**
8. No further discussion / addition of information / documents will be granted to the tenderer/bidder, after it is submitted or whose quotation are disqualified.
9. Indian Bank reserves the right to accept or reject any or all the offers without assigning any reasons.
10. No postal communication shall be entertained for obtaining of tender documents.
11. Tender documents are not transferable.
12. The Bank reserves the right to cancel / postpone the date of receipt and or opening of the tenders.
13. Before submission of the tender, contractors may verify the eligibility criteria and ensure fulfilling all the terms and conditions.
14. Any form of canvassing at any stage will disqualify the Bidder from the tender process automatically.

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**CERTIFICATE**

(Certificate on non-participation of near relatives in the Bank)

I,.....,son/daughter.....  
.....of ..... resident of  
.....hereby certify that none  
of my relative(s) is employed in Indian Bank. In case, and at any stage, it is found that the  
information given by me is false/incorrect. Bank shall have the absolute right to take any  
decisions including termination of the contract as being fit without any prior intimation to us.

Signed.....

For and on behalf of the bidder

Name (in capital letters)

Position.....

Date.....

**TENDER FORM (COMMERCIAL BID)**

**INDIAN BANK STAFF COLLEGE,  
1 A, RONALDSHAY ROAD, ALIPORE, KOLKATA – 700 027**

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**APPLICATION FORM FOR PROVIDING HOUSEKEEPING SERVICES AT  
INDIAN BANK STAFF COLLEGE,  
1 A, RONALDSHAY ROAD, ALIPORE, KOLKATA – 700 027**

The details of rates quoted:

For providing following Services :  Housekeeping Services including Caretaking, Sweeping, Cleaning & Maintenance of Premises, Electrical Installation/ Maintenance, Maintenance of 75 KVA Generator, Plumbing, Gardening etc. as per the broad terms & conditions of the Tender.	<b>Bid Amount on Monthly basis</b> (inclusive of all taxes and service charges, excluding GST which will be paid @ applicable rate)
	Rs.....

**Break Up**

**Manpower Cost** : .....

**Material Cost(if any)** : .....

**Service Charges** : .....

( TOTAL : Rupees \_\_\_\_\_ only )

I / We certify that I / We have read understood and accept the contents of the broad terms and conditions incorporated in the Tender Form and 'Note' mentioned hereunder and submit this Tender for consideration. I / We certify that the above statements are true.

(Signature of the Contractor)

Full Name \_\_\_\_\_

Address \_\_\_\_\_

DATE :

( SEAL )



- Note :**
1. Sealed Tender must be submitted within the stipulated period.
  2. Interested Contractors may obtain further information/ clarification from the Indian Bank Staff College, 1 A, Ronaldshay Road, Alipore, Kolkata – 700 027 before submission of the tender.
  3. Duly filled in Tender Form (Technical) for Housekeeping/Caretaking Services, supported by all the required testimonials, should be submitted in a sealed envelope superscribing the envelope “**Tender for Housekeeping Services (COMMERCIAL)**” within the stipulated dates and time. One Contractor can submit only one Tender Form.
  4. Place of opening of Tender will be at the premises of Indian Bank Staff College, 1 A, Ronaldshay Road, Alipore, Kolkata- 700 027.
  5. Tender form will be available at the Bank’s website [www.indianbank.in](http://www.indianbank.in). Tender Form/RFP should be downloaded from the Website, bidder has to submit the printed bid along with Bank Draft/IOI of Rs.1000/- in favour of ‘Indian Bank Staff College Kolkata’. The bid will be disqualified without said Bank Draft/IOI.
  6. No earnest money will be required to be deposited at the time of submission of the Tender Form.
  7. Commercial Bids of this Tender will be opened on 30.05,**2024** at 3.30 pm in the presence of Tenderers/Bidder or their duly authorized representatives. The envelopes containing Commercial Bids, only of those bidders will be opened on 30.05,**2024** at 3.30 pm who would be found qualified after technical evaluation.
  9. No further discussion / addition of information / documents will be granted to the tenderer/bidder after it is submitted or whose quotations are disqualified.
  10. Indian Bank reserves the right to accept or reject any or all of the offers, without assigning any reasons thereof.
  11. **No postal communication shall be entertained for obtaining of tender documents.**
  12. Tender documents are not transferable.
  13. The Bank reserves the right to cancel / postpone the date of receipt and or opening of the tenders.
  14. Before submission of the tender, the Bidders may verify the eligibility criteria and ensure fulfilling all the terms and conditions.
  15. Any form of canvassing at any stage will disqualify the Bidder from the tender process automatically.

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**ANNEXURE-I**

Special Adhesive  
Stamp as on  
Indemnity

**Service Provider Agreement**

This MEMORANDUM OF AGREEMENT entered in to at Kolkata on this the .....day of.....2024 BETWEEN Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at 66, Rajaji Salai Chennai 600001 and Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 and having Staff College Office at 1A, Ronaldshay Road, Alipore, Kolkata 700027 hereinafter referred to as BANK which term shall wherever the context so requires include its successors and assigns AND M/s.....having its office at.....

..... hereinafter referred to as SERVICE PROVIDER which term shall wherever the context so requires include its successors and assigns Witnesseth:

The Bank and the Service Provider are hereinafter referred individually as a "Party" and collectively as "Parties".

The term "Bank" shall also include its Affiliates, Associates, Subsidiaries, Holding Company and / or promoters.

**WHEREAS:**

- A. The Bank is carrying on business of banking and is interested in outsourcing the work of House Keeping Services.
- B. The Service Provider offered to take up the work of House Keeping Services on a principal to principal and on non-exclusive basis;
- C. The Service Provider has represented to the Bank that the Service Provider has the necessary infrastructure, skill, experience, resources and trained personnel to enable the Service Provider to assist the Bank, Staff College, Kolkata and to perform such other activities which shall include, but not be limited to House Keeping Services and such other allied acts as may be necessary for enabling the Service Provider to fulfil its obligations as contemplated in this Agreement;
- D. Relying upon the aforesaid representations and assurances of the Service Provider, and believing the same to be true, the Bank has vide its letter dated ..... appointed the Service Provider on certain terms and conditions and the same has been accepted by the Service Provider.

Now therefore, in consideration of the above premises and mutual covenants contained herein above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

## **ARTICLE 1 Definitions and Interpretations**

**Definitions:** In this Agreement the following expressions shall have the meaning hereinafter as signed to them:

*“Activities”* means the House Keeping Services Activities or such other activities, which is added to, or deleted from the scope of the Activities to be carried out by the Service Provider in terms of this Agreement, by mutual agreement between the parties hereto.

*“Agreement”* means this Agreement and any amendments or modification made thereto in accordance with the provisions of this Agreement.

*“Customer(s)”* means the customer(s) of the Bank.

*“Laws or Law”* shall mean and include laws, treaties, ordinances, judgements, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

*“Products”* shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by the Bank from time to time in respect of consumer durable goods and/or motor vehicles, personal loans, finance for two wheelers, housing loans and such other products, as the Bank may from time to time intimate to the Service Provider for carrying out of the Activities by the Service Provider to the Bank during the Term of this Agreement.

*“..... Activity”* means those activities as mentioned in Annexure II.

*“Personnel”* shall mean trained and qualified employees of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.

*“Services”* means the House Keeping Services activities or such other service which is added to the scope of the Services to be provided by the Service Provider to the Bank in terms of this Agreement, as mutually agreed to by the Service Provider and the Bank from time to time

### **Interpretations**

Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof.

References to Clauses and Articles shall be to Clauses and Articles of this Agreement.

Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement. Any ‘Explanation’ is to be treated as an integral part of this Agreement.

Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

**ARTICLE 2** This Agreement shall commence from.....and shall continue for a term of 24 months initially (“Term”), unless otherwise terminated in accordance with ARTICLE 7.

**ARTICLE3 Appointment of the Service Provider:**

Subject to the terms and conditions contained in this Agreement and in the letter dated.....of the Bank and the consideration as agreed to the Service Provider shall provide House Keeping Services .Activity on a non-exclusive and principal-to-principal basis and in its capacity as an independent Service Provider.

The Service Provider shall be responsible to undertake the Activities, functions, responsibilities and duties as provided herein this Agreement and in accordance with Annexure II of this Agreement.

Notwithstanding anything contained in this Agreement, nothing shall restrict the right of Bank to do the House Keeping Services activities on its own or to appoint any other Service Provider in relation to such activity of the Bank and to carry on such similar Activities on similar or on any other terms and conditions as Bank may deem fit and proper, which may be at variance with the terms and conditions contained herein.

**ARTICLE 4 Activities to be undertaken by the service provider**

The Service Provider shall, at its sole discretion, risk and liability, employ on its rolls such number of Personnel and provide and depute such number of suitable and qualified Personnel / Executives to carry on the House Keeping Services Activities for and on behalf of the Service Provider, undertaken by the Service Provider in this Agreement.

The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.

The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank

The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Bank.

The Service Provider hereby agrees, accepts, acknowledges and undertakes that at no point of time, either the Service Provider or any of the Personnel shall make any representation or statement that may lead to any presumptions that the Service Provider or any of the Personnel of the Service Provider are the employees of the Bank. The identity cards, badge, letter heads and other similar things used by the Service Provider and/or the Personnel in the ordinary course of business of the Service Provider shall clearly depict without any ambiguity the existence of the separate entity of the Service Provider from the Bank.

Without prejudice to whatsoever has been agreed to in clause 3.2 hereinabove the Service Provider shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisite licences, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such

returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the Service Provider and the Bank shall not be liable for any damages or cost, penalty or payments in this regard.

The Service Provider shall independently exercise powers and functions of supervision and control over all its personnel solely and exclusively through managers/supervisors employed by the Service Provider itself, which managers/supervisors shall be employed by the Service Provider inadequate number/numbers for in the designated Premises to enable the Service Provider to discharge its obligations under this Agreement.

**□ Explanation:**

The powers and functions of supervision and control mentioned in this clause 4.7 shall include all possible powers and functions exercised by employer vis-à-vis employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/action including but not limited to termination of services.

The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.

The Service Provider shall not modify or alter the Bank's Products in any manner whatsoever without the prior written consent of the Bank.

The Service Provider shall not directly or indirectly pay, offer or authorise payment for any thing of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to applicable laws. Further the Service Provider in order to maintain and enhance the goodwill and the Brand Equity associated with the Bank's name, trade name, logos that the Bank shall allow the Service Provider to use in terms of the stipulations provided herein the Service Provider hereby agrees, accepts, acknowledges and undertakes to abide by principles of business integrity.

The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labour practices as defined under applicable law will be adopted and it shall not collude /communicate with any of the competitors of Bank to fix prices for Product / goods or Activities for any purpose whatsoever.

The Service Provider shall avoid any conflict of interest with the Bank, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider, will avoid any conflict of interest with the Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Bank and misuse of the Bank resources, in each and every act done by the Service Provider.

The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for overseeing the Activities and

physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory / internal audit of the Service provider as may be required under any law.

The Service Provider hereby agrees that all the necessary information, files documents, necessary papers etc. shall be sent by the Service Provider through such Courier-Service that has been approved by the Bank and duly intimated to the Service Provider from time to time, the cost of which shall be reimbursed by the Bank to the Service Provider.

#### **ARTICLE 5 Fees, Expenses and Remuneration**

5.1 The Bank agrees that charges more specifically mentioned in Annexure shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.

#### **ARTICLE 6 Terminations**

This Agreement may be terminated in the following circumstances:

- a) By the mutual consent of the Parties;
- b) on the expiry of initial agreed period, unless renewed by mutual consent one month prior to such month on the expiry of which termination ought to have taken effect.
- c) On the occurrence of any event or any omission which may lead to the violation of any of the covenants or stipulations or warranties stipulated in this Agreement

6.1.1 Bank / Service Provider may terminate this agreement by issue of 30 / 90 days notice respectively notice to the other party without assigning any reason; however notwithstanding anything contained here in in exigent circumstances, the agreement can be terminated by Bank instantly without any notice.

#### **ARTICLE 7 Consequences of Termination**

Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;

- a. Cease to use the IPR or any insignia on any stationery, letterhead, document, name plate, neon- signs, furniture, and representation or in any other manner;
- b. Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature
- c. Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.

- d. Cease to represent Bank or source business for Bank, in any manner whatsoever.
- e. Return all the records, files and documents relating to this Agreement whether in the form of hard bound, loose leaf or in any electronic medium to the Bank.
- f. Allow representatives of the Bank at all times to remove all the data (physical or otherwise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever
- g. Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.
- h. Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank Identity /visiting cards available in their possession.

## **ARTICLE 8 Confidentiality**

It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations thereunder, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.

Both parties shall keep confidential all information of the other party, which it receives, which by their nature is confidential or proprietary with the same degree of care, as it would treat its own confidential information.

(As used herein, the term "Confidential Information" means any information, including but not limited to, Bank's policies, the Activities, Products including the development of the Products, its credit policies information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party, its employees or its representatives receiving such information.)

At all times, the Service Provider shall abide by all applicable Bank's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or agents may be given access to the Confidential Information, each such employee and agent shall agree to be bound by the term of this Agreement and such rules, policies, standards, guidelines and procedures by its personnel or agents. The Service Provider, its Personnel and the agents of the Service Provider will continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or termination of this Agreement. In the event Service Provider breaches this Agreement, Company shall be entitled to seek temporary and permanent injunctive relief against Service Provider including actual damages, which Bank shall have incurred as a consequence of the breach.

The parties agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement, any amendment hereof, and any Exhibit, Annexure(s), Attachment or Appendix hereof.

#### **ARTICLE 9 Force Majeure**

9.1 Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other injury suffered or incurred by such other Party due to riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party, nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement, as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

#### **ARTICLE 10 Non-Waiver**

10.1 The Bank and the Service Provider mutually agree that in performing any act under this Agreement, time shall be of the essence and that the failure of either party to exercise any right or remedy shall not be deemed a waiver of any of the obligations of the other party or any right or remedy of either party.

#### **ARTICLE 11 Representations and Warranties**

The Service Provider hereby represents that it has the authority, skill, experience and each of the Personnel deputed by it to deliver under this agreement is well trained & qualified to render designated activities hereunder and shall do so in an ethical and bona fide manner and in compliance with all applicable laws and policies.

The Service Provider is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and execution of this Agreement or consummation of the transaction contemplated hereby will not:

- a) Violate, conflict with or result in the breach of any of the terms or conditions of or give any other contracting party the right to terminate or constitute default under any material instrument, contract or agreement. or
- b) require the approval or consent of any central, state, local or other governmental or regulatory body or any other person.

The Service Provider has obtained / shall obtain all necessary licences, permissions, registrations (as applicable) for all its office locations and Professional Tax registration. In addition the Service Provider shall make necessary nominations under the Payment of Gratuity Act, Employees Provident Fund and Miscellaneous Provisions Act, Employee State Insurance Act, Contract Labour(Regulation and Abolition)Act, etc for all the Personnel with the necessary authorities.

The Service Provider hereby represents and warrants that the information submitted by the Service Provider to the Bank either in the form of representations are true and complete and that there is no material fact that has not been disclosed to the Bank which may have the adverse impact on the decision of the Bank to enter into this Agreement with the Service Provider.

The Service Provider undertakes not to entertain any application from persons where the Service Provider or its employees or personnel engaged by the Service Provider is/are interested and such applications shall be returned to the bank for doing the



needful.

#### **ARTICLE 12 Indemnifications**

The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and / or any false representations and warranties of the Service Provider.

Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.

The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank, directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by the Service Provider, its personnel including employees, officers, agents.

The Service Provider hereby authorises Bank to make deductions to any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned hereinabove or hereinafter, provided always that the amount of loss or damage suffered shall be arrived at after mutual consultation and Agreement between both the parties.

The Service Provider shall not set up defence or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel engaged by the Service Provider are the employees of Bank.

#### **ARTICLE 13 Construction and Amendments**

This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby.

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

#### **ARTICLE 14 Counterparts**

14.1 This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one(1)instrument.

#### **ARTICLE 15 Assignments**

15.1 Neither party shall assign wholly or partially any of their rights or obligations under this agreement without the written consent of the other party.

#### **ARTICLE 16 Independent parties**

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Bank shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative or Personnel of the Service Provider during performance of their function surrendering services under this Agreement.

The Service Provider shall ensure that all visiting cards of the Personnel, billboards, hoardings, name plates, insignia and others similar things mention the name/entity of the Service Provider clearly, to the bank, and that all identity cards issued by the Service Provider to the Personnel clearly display the name/entity of the Service Provider and the designation or work profile/nature of work of the relevant personnel in the business entity of the Service Provider.

All communications from the Service Provider to any party must necessarily carry/show the name / entity of the Service Provider only and not mention the name of Bank except to the extent required to carry out the work entrusted under this agreement.

#### **ARTICLE 17 Representations on authority**

17.1 Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

#### **ARTICLE 18 Partial invalidity**

18.1 It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement. ARTICLE 19 Governing law

This Agreement shall be governed by and construed in accordance with the laws of India.

#### **ARTICLE 20 Jurisdictions**

This agreement shall be subject to the exclusive jurisdiction of the Courts at CHENNAI.

#### **ARTICLE 21 Non-exclusives**

Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such

processing work on its own.

**ARTICLE 22 Notices**

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

- (a) In the case of a notice to Bank at:  
Address: Indian Bank Staff College,

1-A, Ronaldshay Road, Alipore  
Kolkata 700027, West Bengal

- (b) In the case of a notice to the Service  
Provider at: Address: \_\_\_\_\_,

\_\_\_\_\_  
\_\_\_\_\_

or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

**ARTICLE 23 Compliance with laws**

At all times Service Provider shall keep itself fully informed of applicable laws, in relation to carrying out designated Activities including procurement and renewal of licenses, permits, and certificates and payment of taxes where required. The Service Provider shall ensure to register, obtain and renew in accordance with requirement / law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees State Insurance Act etc. and other applicable statutory enactments including but not limited to the West Bengal Shops and Establishment Act, for all its office locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Bank), and carry out the designated Activities in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

**ARTICLE 24 Arbitration clause**

In the event of any dispute or difference relating to interpretation and application of provision of the Contract and all disputes /claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties hereto or the respective representatives touching the constructions / application of any provision/clause hereto or any account or liability between the parties here to or as to any act or deed or omission of any party hereto, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian Arbitration and Conciliation Act,1996.

The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted

comprising three Arbitrators, each party appointing one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively either at Office /Staff College or mutually agreed place and any award passed by the arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties . The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator. Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the Bank to seek Redressal

/Other Recourse.

### **Other Important Clauses**

1. The Contractor agrees and undertake to render the Specialized House-Keeping Services for the Staff College, KOLKATA as per requirement and satisfaction of the SC, KOLKATA from time to time. The specialized House keeping services to be rendered have been set out in Schedule – I, and as per the terms and conditions as detailed in Schedule – II, and shall receive payment thereof, as detailed in Schedule – III which will form part of this agreement.
2. The contractor undertakes to abide by the terms and conditions stated herein in schedule I, II & III hereto.
3. The charges for housekeeping services shall be paid on monthly basis or as may be agreed upon between the parties hereto from time to time.
4. The Contractor undertakes to obtain any license, permit, consent, sanction, etc. as may be required or called for from / by local or any other authorities for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force. The Contractor undertakes to obtain such permission / License as may be required under the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor undertakes to produce the license / permission etc. so obtained to the Bank or furnish copies thereof as and when required by the Bank. The Contractor also undertakes to keep and get renewed such license, permission, etc. from time to time. The Contractor shall be responsible for any contravention of the local, municipal / central / state or any other laws, rules, regulations, etc.
5. The Contractor agrees and undertakes to bear all taxes, rates, charges, fees, levies or claims, whatsoever, as may be imposed by any Authority Whatsoever. The Contractor agrees to furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the Staff College, KOLKATA from time to time. The Contractor shall keep the Staff College, KOLKATA indemnified against all the claims and liabilities, if any mentioned in clauses 4 & 5 as aforesaid.
6. The contractor shall engage his own persons to provide services under the contract and shall pay / bear all their remuneration / salaries / allowances / compensations etc., and the Bank is no way related / responsible to such engagement as well as payment of any of the expenditure relating to remuneration / salaries / allowances / compensations etc., whatsoever.
7. The Contractor and all his employees at all time, during the continuance of this agreement, obey and observe all directions and instructions which may be given by the Staff College, KOLKATA concerning any aspect of housekeeping services. In case of deficiency in services as contemplated in schedule I, the Staff College, KOLKATA shall be entitled to deduct such amount as deemed appropriate as may be decided by the Principal (whose decisions shall be final) in respect of the default, from the amount payable to the contractor. The employees of the Contractor, their

management, control, duty rosters, administration, etc. will be dealt with and decided exclusively by the Contractor being their employer and engaged by them.

8. In case the Contractor or any of his employees fails to fulfill his/their obligation for any day or any number of days to the satisfaction of the Staff College, KOLKATA for any reason whatsoever, the Contractor shall pay by way of liquidated damages, a sum of Rs. 1000.00 (Rupees one thousand only) per day for the entire number of such days and the Staff College, KOLKATA shall without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money, if any, payable by it to the Contractor.
9. That the Contractor's employees will be allowed entry into the specified areas of the premises of the Staff College, KOLKATA with the specific permission of the Principal or any officer authorized in this behalf and with valid photo identity card issued by the Contractor and displayed prominently. The Staff College, KOLKATA reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier without assigning any reason. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam around and not to pose disturbance to the Staff College, KOLKATA, its staff, guests or participants and exhibit / produce the Identity card on demand.
10. Annual maintenance of the equipments and gadgets, etc owned by the Bank/ Staff College, KOLKATA that will be provided to the Contractor, though with the Bank will be borne by the Bank but the contractor shall bear all additional cost /expenses required for upkeep of the equipments/gadgets.
11. The Contractor shall keep and maintain regular and proper books of accounts, other records supported by vouchers so that the same may be available for inspection by any authorized person.
12. The Contractor will ensure that there is all round improvement/maintenance in the cleanliness and hygienic conditions of the premises.
13. The Contractor shall not assign or sub-contract this contract without written approval of the Bank under any circumstances. In case of violation / contravention by the Contractor and or any of the terms and conditions contained herein and schedule hereto, the Staff College, KOLKATA shall have the right to terminate the agreement forthwith without giving any notice to the Contractor and without prejudice to its right to recover damages caused to the Staff College, KOLKATA from amount payable / otherwise.
14. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in house- keeping and all the dispute and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Principal of the Staff College, KOLKATA whose decision shall be final and binding on the contractor. The Contractor hereby agrees to be bound by the decision of the Principal.
15. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc relating to this agreement.
16. The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the

services are not found up to the mark the contract will be terminated even before the expiry of contract period by giving one month's notice.

17. Washing of Linen includes washing of curtains, Bed sheets, Bed covers, Pillow covers, blankets, towels, Sofa covers, etc wherever provided.
18. The Contractor will be responsible for proper maintenance and safety of all furniture & fixtures, materials, goods, stocks, books, periodicals, vehicles lying in Staff College, KOLKATA premises, etc. The cost of missing items / shortages of stocks / materials etc. will be deducted from the monthly payments / any others sum / deposit due to the contractors.
19. The contractor shall pay a security deposit of Rs. \*\* \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) or a performance guarantee for a similar amount in lieu thereof from a bank acceptable to the Staff College, KOLKATA prior to commencement of service under this agreement. The Staff College, KOLKATA shall be entitled to adjust or appropriate the said security deposit or the proceeds of guarantee towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage in the items/furniture & fixtures etc. entrusted to or caused to other assets of the Staff College, KOLKATA by the Contractor or his employees or against any other liability of the Contractor. The security deposit that may be made by the Contractor with the Staff College, KOLKATA shall not carry any interest.

\*\* Equivalent to 10% of the annual approximate cost of contract as approved.

20. The employees of the Contractor, their management, control, duty rosters, administration, etc. will be dealt with and decided by the contractor being their employer and engaged by them. The agreement shall be terminated as provided in clauses above (without notice) or by the efflux of time or earlier by one month's notice or at the discretion / at the option of the Staff College, KOLKATA as the case may be. The Contractor shall also have the option to terminate the agreement after giving 90 days notice to the Staff College, KOLKATA.
21. On termination of the contract by the Staff College, KOLKATA for any reason whatsoever, the Staff College, KOLKATA shall be entitled to engage the services of any other person, agency or Contractor to meet its requirement, without prejudice to its rights including claim for damages against the Contractor.
22. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in the law of premises or any part thereof by the Staff College, KOLKATA to the Contractor or his employees and the contractor and his employees shall vacate the same and handover all the Bank's furniture, fixtures, goods, materials, etc. in good condition on the termination of the agreement period either by efflux of time or otherwise.
23. The Staff College, KOLKATA shall have the right to withhold reasonable sums from the amounts payable to the contractor under this contract or the security deposit or the proceeds of guarantee if the contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the Staff College, KOLKATA, of payment of all statutory and other dues or

compliance with other obligations.

The Schedules I, II and III to this agreement shall form part of and be read as part of this agreement.

Notwithstanding anything contained in this agreement the decision of the Bank will be final and binding on the Service Provider in case of any discrepancies

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

SIGNED, SEALED and DELIVERED

By the within named Indian Bank  
through its authorised  
representative Mr.

.....it

s

.....

In the presence

of:1.

2.

SIGNED, SEALED and DELIVERED

By the within named Service  
Provider,

..... through its  
authorised

Representative Mr..... its

.....

In the presence

of:1.

2.

**Annexure I**  
Fees/Charges

**TERMS OF PAYMENTS**

The charges for specialized housekeeping shall be paid on monthly basis latest by 15<sup>th</sup> of the succeeding month. The charges / payments shall be at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) inclusive of all taxes, service charges, etc. per month.

**Annexure II**

Activities

**SCOPE OF WORK IN HOUSE KEEPING TO BE ENSURED BY THE CONTRACTOR**

**GENERAL**

1. House Keeping contract will include all covered as well as open areas of the College complex inside boundary walls including gardens, lawns, precincts, streets, etc.
2. All the daily services relating to College complex will be accomplished before office hours, i.e. by 9.00 a. m., unless specially advised otherwise. Even on Sundays and Holidays all jobs relating to housekeeping will be completed.
  - a. The Contractor will provide a team of adequate number of personnel, not below 4 (four) every day.
  - b. The staff deployed should be trained in House Keeping / Management Services, bear good conduct/ behaviour without any criminal background and fit for the work.
  - c. All the workers will wear the uniform in clean condition while attending to their duties and display their photo identity cards prominently. The Contractor will provide summer/winter uniform, shoes, etc to their employees as per specification of the Bank, failing which they will be provided uniform, etc by the Bank out of the payment receivable by the Contractor.
  - d. The Contractor will ensure desired level of cleanliness in the entire complex of the College. For this purpose, all materials, Instruments, Tools, Brushes, Brooms, Wipers, Spongers, Mops etc. will be provided by the Contractor. The Contractor shall provide following machineries: Industrial Heavy Duty Wet & Dry Vacuum Cleaner, Shampooing Machine, Glass cutter, Injector Machining for Sofa/Chair Cleaning, Jet Pressure cleaning Machine, Floor Scrubbing, Cleaning, Polishing machine, Cutting/Drilling Machines etc. Over and above this, the other equipments which are required for Housekeeping Maintenance services are to be provided by the Contractor. The supervisor of the Contractor will attend to complaints on urgent basis round the clock.
  - e. Toiletries/Cleaning materials in sufficient quantity and of good quality (as decided by the Bank) to be procured/ arranged at Bank's cost.
    - (a) Soap, Hand wash



- (b) Odonil, Naphthalene any other brand product in toilets.
  - (c) Detergents, phenyl, harpic etc
  - (d) Glass/kitchen cleaners
  - (e) Mosquito repelling mats & liquids/ Braso/Silvo/ Polishing Material etc
- f. Specialized maintenance/cleaning of all hostel rooms and bathrooms along with furniture/ fixtures, mattresses, bathroom/ hostel room / office room/ class room, linen, electrical fittings, PCs and Laptops, bathroom fittings, buckets, sanitary wares, racks etc. will be ensured at the cost of bank.
  - g. Bathroom and bedroom linens will be changed at least twice in a week i.e. on every Sunday and mid-week of training durations week and at commencement of every new programme, or as may be decided by the Bank. The Contractor at his own cost will arrange hygienic Machine washing of all Linen, Curtains, Towels, Hand Towels, Pillow Covers, Blankets, etc.
  - h. The overhead water tanks and the underground water tanks will be cleaned thoroughly using Bleaching Powder/ Detergent/ Cleaning chemicals at least once in a Quarter or need based in a year. Pest Control measures at regular intervals and/or need based has to be ensured.
  - i. Provision of the following staff will be ensured:
    - (a) Supervisor
    - (b) Sweepers
    - (c) Housekeeping
    - (d) Plumbing, Electrical & Gardening (as & when required)

The number of such persons/employees will not be less than 4 (four) on any working day.

### **DAILY SERVICES**

1. Removal of waste material / garbage from the dustbins / room buckets, mugs, collecting of garbage from the rooms and entire premises including the toilets, open areas / lawns and gardens etc.
2. Dusting and vacuum cleaning of furniture, cup-boards telephone instruments, doors, computers/laptops, windows, ventilators, blinds and glass partition using glass cleaning chemicals to keep all such articles dust free , to be done during the morning time.
  - a. Acid cleaning and scrubbing of toilets, washbasins, sanitary fittings using detergents, cleaning agents, deodorants and disinfectants, at least twice a day.
  - b. Cleaning/sweeping of premises /mopping of floor area, lobby/corridor/staircase by detergents, disinfectants, etc. in the morning or as and when required, during the day.
  - c. Provision of toiletries in the toilets in the morning after daily check up.
  - d. Vacuum cleaning / washing of carpets, wherever provided at the institute.
  - e. Provide toiletries kit, procured at Bank's Cost, to each participant at the beginning of each Programme or on each Monday, whichever is earlier.
  - f. Check water purifier/ RO/ in order to ensure uninterrupted water supply availability for drinking and cooking, round the clock.

- g. Dusting & Cleaning of office furniture.
- h. Provide Work Schedule of Daily Services, which will be authenticated at the end of the day by the Bank officials.

### **WEEKLY SERVICES**

- a. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas, etc.
- b. Removal of cobwebs, dusts, termites, pests, etc.
- c. Windows sponging and cleaning with Jet Pressure Machine.
- d. Keeping ceiling and table / pedestal fans, air – conditioning grills dust free.
- e. Cleaning of dustbins and buckets with detergents.
- f. Up keep of partition glasses and panes with utmost care and by application of glass cleaning chemicals.
- g. Acid/Harpic cleaning of sanitary wares.
- h. Polishing & oiling of door closers, door handles, and other brass fittings with Silvo / Brasso / lubricants. Dusting & cleaning of Murals, Sceneries, Photo-frames, idols, etc.
- i. Polishing of taps and other steel fittings in the toilets with Silvo / Brasso.
- j. To spray Finit etc. in hostel rooms, class rooms, office rooms, auditorium, conference hall, dining room etc. to keep all such areas insects/mosquito free. The contractor will provide the Finit pump and the spraying material at his own cost. Provide Pest control services for cockroaches, bed bugs and other insects of the entire building on weekly basis at contractor's own cost.
- k. Shampooing / Spraying / Disinfecting all Carpets/ Chairs/Sofas with Injector machine, Wet/Dry Vacuum Cleaner.
- l. Provide Work Schedule of Weekly Services, which will be authenticated at the end of the day by the Bank officials.
- m. Cleaning of Kitchen /overhead water tanks on Quarterly basis.

## **SCHEDULE – III**

### **TERMS & CONDITIONS**

1. In consideration of services to be rendered by the Contractor, the monthly charges for Housekeeping as agreed shall be paid on monthly basis, subject to production of bills/vouchers etc. to the satisfaction of the College. The charges / payments shall be made at the rate as agreed upon (inclusive of Service Charges of the Contractor excluding GST, as applicable, which will be paid extra on actual basis).
2. The period of contract will be for 24 months which may be reviewed thereafter, for further renewal or otherwise on mutually agreeable terms.
3. The Contractor shall obtain necessary license, permit, consent, sanction, etc from the competent authority as may be required or called for by local or any other authority for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force.
4. The Contractor shall bear all taxes, rates, charges, fees, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Contractor shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the Staff College from time to time.
5. The Contractor shall keep the Bank indemnified against all the claims and liabilities or any legal requirements. The Contractor shall comply with all applicable laws, rules & responsibilities in force from time to time.
6. The Contractor shall devote his full attention to the work of Housekeeping and Caretaking etc. purchases, installation and repairs and shall discharge his duties / obligations under this agreement most diligently and honestly.
7. The Contractor shall provide summer and winter uniforms, shoes, gloves, apron etc. to his staff engaged for the above services, as per Bank's specification at his own cost and expenses and all the staff will wear the same in clean condition while on duty. The Contractor shall further ensure that the employees are in uniform, whenever in service and in case of default in this regard, a penalty of Rs.100/- per occasion would be imposed on the Contractor. The Contractor shall engage the services of only able, efficient, healthy, honest, and well behaved persons for Reception, Caretaking, cleaning, Plumbing, Electrical Maintenance, Gardening etc., at his/her cost and responsibility in the conduct of Housekeeping services, who shall be considered, for all legal and contractual purpose, as the employees of the Contractor himself. The Contractor will provide necessary identity & address proof for the staff engaged to fulfil the govt. norms.
8. The Contractor will pay salary, allowances, compensation, etc. to his/her employees as per rule under Minimum Wages Act under Labour Law/Bonus/PF etc. as applicable at his/her end. The Contractor has to ensure to register the employees under NPS and ensure deposit of EPF, ESI etc. As per extant labour laws and keep a record of it for the checking / inspection by any of the Government Agency, Inspector, Bank Official or any Authority as and when required. The Bank

will nowhere be responsible for lapses found, if any, and the Bank will not be responsible for payment of anything to the employee of the caretaker / Contractor.

9. In case the Contractor or any of his employees fail to fulfil his/their obligations for any day or any number of days to the satisfaction of the College for any reason whatsoever, the Contractor shall pay by way of liquidated damages to be decided by the Bank for the entire number of such days and the College, without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the moneys, if any, payable by it to the Contractor.
10. The Contractor will maintain its gadgets & equipments, machines etc. in good working condition with all safety measures at his own cost and expenses.
11. The Contractor shall return all articles, gadgets & equipments etc. provided by the Bank, in similar condition as received, on expiry of the contract (by completion of the contract period or termination of the same due to any reason whatsoever).
12. The Contractor shall not assign or sub-contract the contract to other parties. In case of violation/contravention of any of the terms and conditions mentioned herein, the Bank reserves the right to terminate this agreement forthwith without giving any notice to the Contractor and without prejudice to its right to recover damages and other charges / cost to the Bank from amount payable to him or otherwise.
13. The Contractor shall pay a security deposit equivalent to 10% of the annual approximate cost of contract as approved or a performance guarantee for a similar amount, in lieu thereof, from a bank acceptable to the Bank prior to commencement of service under this agreement. The Contractor shall pay a security deposit equivalent to Rs.1,00,000.00 (Rupees One lakh only) or a performance guarantee for a similar amount, in lieu thereof, from a bank acceptable to the Bank prior to commencement of service under this agreement. The Bank shall be entitled to adjust or appropriate, said security deposit or the proceeds of guarantee towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage in the implements / equipments and any other item entrusted to or caused to other assets of the Bank by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the Staff College, Kolkata shall not carry any interest.
14. The day-to-day cleanliness and maintenance of the premises will be the exclusive responsibility of the Contractor. The number of persons to be provided by the Contractor per day should not be less than 4 (Four). In case of emergency/eventuality the Contractor should arrange additional/ replacement manpower. In case it is found that the workers including the Contractor engaged, are less than 4 on any day, a penalty of Rs.500/- per day per worker would be imposed and deducted from the amount payable to the Contractor and the Principal, Staff College, Kolkata shall be the exclusive authority in the matter.
15. The staff deployed will be trained in caretaking technique; bear good conduct and shall be physically fit for the work. The Contractor's employees will be allowed entry into the specified areas of the premises of the College with the specific

permission of the Principal or any officer authorized in this behalf and with valid photo identity card issued by the Contractor and displayed prominently.

**16. Miscellaneous**

- a. The bank reserves the right to alter any of the above terms & conditions or terminate this agreement/contract at any time by giving one month notice in writing.
- b. The bank shall not be liable / responsible for any incident/ occurrence/ casualty/death/ injury/damage caused to the person/deployed by the Contractor for rendering services as per this agreement due to the negligence or any reason whatsoever.
- c. The Contractor shall indemnify the Bank for any incident/ occurrence/ injury/ damage/loss etc., caused to the employees of the Bank/Participants/ Faculties etc., due to negligence on the part of the Contractor or his employees/ persons/ agents etc.

\*\*\*\*\*

**Draft INDEMNITY Bond**

KNOW all men by these presents that I/We, Shri/Smt..... ,  
son/daughter/wife of Shri....., residing  
at.....,as Proprietor/Partner/Director of  
....., having office at  
....., a contractor/Vendor and have submitted an offer in  
response to Tender Notice No. .... dated ..... being the  
indemnifier do hereby execute indemnity bond in favour of Indian Bank having its Head  
Office at 66, Rajaji Salai Chennai 600001 and Corporate Office at 254-260, Avvai  
Shanmugam Salai,Royapettah,Chennai 600014 and having Staff College at 1-A,  
Ronaldshay Road, Alipore, Kolkata 700027 on this.....day of 2024

WHEREAS the Bank invited tenders for.....AND WHEREAS  
.....submitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the  
tender submitted by.....and informed them by its letter  
dated  
.....AND WHEREAS pursuant to acceptance of the tender given by the  
said Contractor, the Bank and the said Contractor have entered into an Agreement  
on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Contractor  
shall give an indemnity in the manner hereinafter appearing.

**NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:**

In consideration of the Bank having agreed to award the aforesaid contract to us  
more particularly described and stated in the aforesaid Agreement dated -----and  
the related tender documents, we do hereby agree and undertake that we, being the  
indemnifier shall, at the time hereinafter save and keep the Bank harmless and  
indemnified including its respective Directors, officers and employees and keep them  
indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and  
other accidents or disputes and/or damages occurring or arising out of any  
mishaps at the site due to faulty work, negligence, and/or for violating any law,  
rules and regulations in force, for the time being while executing work order dated  
given to me / us.
2. Any damages, loss or expenses due to / resulting from any negligence or  
breach of duty on the part of me / us or any sub-contractor / s if any, servants or  
agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the  
Workmen Compensation Act and Employer Liability Act or any other law, rules  
and regulations in force for the time being and any acts replacing and/ or  
amendments thereof as may be in force at the time and under any law in respect  
of injuries to persons or property arising out of and in the course of execution of

the contract work and / or arising out of and in course of employment of any work men / employee.

4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorizations, consents are obtained from the local and or municipal and / or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and / or comply with the conditions stipulated by the concerned authorities without any delay.
7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).
9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at Chennai. Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive jurisdiction of such Court/Tribunal in any such action suit or proceeding.

INWITNESSWHEREOF

(Name of Contractor) has set his / their  
hands on this.....day of.....2024

**SIGNED AND DELIVERED BY THE AFORESAID.....(Name of Authorized person)**

IN THE PRESENCE OF  
WITNESS

- 1)
- 2)