



The Ahmedabad District Co-operative Bank Ltd.

Near Gandhi Bridge, Opp. Income tax Office, Ahmedabad-380014.

WEBSITE : - www.adcbank.coop

E-Tender for Providing Housekeeping Service for The Ahmedabad District Co-Operative Bank Ltd. (Hereinafter Referred as ADC Bank), Ahmedabad.

Notification No. ADC/ESTATE/2024/006

Dated : 09.12.2024

(n)Procure Tender ID - _____

Address for Document Submission

To,
Chief Executive Officer,
The Ahmedabad District Co-Operative Bank Ltd.,
Estate Department,
Near Gandhi Bridge, Opp. Income Tax Office,
Ashram Road, Ahmedabad – 380 014.

Location of Work

The Ahmedabad District Co-Operative Bank Ltd.,
Head Office.

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1 Request For Proposal

The Ahmedabad District Co-op. Bank Ltd. invites e-tenders for "Selection of Agency for Housekeeping Service". Bidders / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://tender.nprocure.com> and www.adcbank.coop for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fees and EMD.

Please note that the interested parties will have to access the website <https://tender.nprocure.com> and www.adcbank.coop and get themselves registered so as to enable them to participate in the e- Tendering process before due date.

The Bidder has to use two-cover (Technical Bid and Commercial Bid) method through e-Tendering In order to fill up the Tender.

Bidders (authorized signatory) shall submit their offers online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. The Ahmedabad District Co-Operative Bank Ltd. shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries Please write to estate@adcbank.coop

Place: Ahmedabad

Dated: 09.12.2024

SD/-
Authorized Officer

The Ahmedabad District Co-Operative Bank Ltd.

DISCLAIMER:

The information contained in this Request for Proposal ("TENDER") document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of ADC Bank Limited ("ADC Bank"/The Bank), is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

This TENDER document is not an agreement and is not an offer or invitation by ADC Bank to any parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this TENDER. ADC Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. ADC Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER.

The information contained in the document is selective and is subject to update, expansion, revision and amendment. ADC Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. ADC Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or cancel the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by ADC Bank.

ADC Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. ADC Bank reserves the right to reject any or all the responses to the tender documents / Bids received in response to this tender document and/or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ADC Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidder's queries etc., if any to the tender document, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this Tender document.

2 Details Of Activities

S. No	Information	Details
1.	Date of Publication	Dt.09.12.2024 15:00 Hrs.
2.	Download date	Dt.09.12.2024 15:00 Hrs.
3.	Bid submission start date	Dt.09.12.2024 15:00 Hrs.
4.	Pre Bid Meeting Date &time	Dt.17.12.2024 16:00 Hrs.
5.	Pre Bid Meeting Venue	Head Office, The Ahmedabad District Co-Operative BankLtd. , "M" Floor Estate Department, "Head Office , Gandhi Bridge Corner, Opp. Income Tax Office, Ahmedabad – 380014, Gujarat,
6.	Bid Submission End date & time	Dt.21.12.2024 15:00 Hrs.
7.	Technical Bid Opening Date& Time	Dt.23.12.2024 16:00 Hrs.
8.	Commercial Bid Opening Date & Time	Will be informed later
9.	Document fee (NonRefundable)	Rs. 2000/- (INR Two Thousand Only) + 18%GST (2,000 + 360 (GST)=2,360/- to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without tender fee will be rejected. Bank: The Ahmedabad District Co- Operative Bank Ltd. Account Name: Sundry Creditors A/c Account No:95092005551 IFSC: GSCB0ADC001
10.	EMD	Rs. 1,00,000/- (INR One Lakhs Only) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipts to be uploaded on e-procurement site along with the bid. Bids without EMD will be rejected. Bank: The Ahmedabad District Co-Operative Bank Ltd. Account Name: Sundry Creditors A/c Account No: 95092005551 IFSC: GSCB0ADC001
11.	The Proposal should be filled in by the Bidder in English language only.	
12.	The bidder should quote price in Indian Rupees only. The offered price must be as per the Price Bid mentioned in the RFP.	
13.	No Consortium is allowed.	
14.	Proposals/ Bids must remain valid for 90 days from the date of opening of Commercial Bid.	
15.	Bid Evaluation Method – Quality and Cost Based Selection (QCBS)	

3 Instruction To Bidders

3.1 General

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by The Ahmedabad District Co-Operative Bank Ltd. on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Ahmedabad District Co-Operative Bank Ltd. Any notification of preferred bidder status by The Ahmedabad District Co-Operative Bank Ltd. shall not give rise to any enforceable rights by the Bidder. The Ahmedabad District Co-Operative Bank Ltd. may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of The Ahmedabad District Co-Operative Bank Ltd.

3.2 Compliant Proposals/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements set out in this RFP may render the proposal noncompliant and the proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - c. Comply with all requirements as set out within this RFP.

3.3 Pre-bid Meeting and Clarifications

1. Pre-bid Meeting
 - a. The Ahmedabad District Co-Operative Bank Ltd. may hold a pre-bid meeting with the prospective bidders through physical mode and bidders are requested to submit their pre-bid queries by Dt.17.12.2024 16:00 Hrs. by email at estate@adcbank.coop
 - b. The bidders will have to ensure that their queries (if any) for pre-bid meeting should reach to The Ahmedabad District Co-Operative Bank Ltd. only by email on estate@adcbank.coop by the given date
 - c. The queries should necessarily be submitted in following format (soft copy in MS Excel file to be attached)

S.N.	RFP Document Reference (Section & Page Number)	Content of RFP requiring clarification	Points of Clarification

- d. The Ahmedabad District Co-Operative Bank Ltd. shall not be responsible for ensuring receipt of the bidder's queries. Any request for clarification posts the indicated date and time shall not be entertained by The Ahmedabad District Co-Operative Bank Ltd.
 - e. The Ahmedabad District Co-Operative Bank Ltd. will not respond to individual pre-bid queries. All the queries will be discussed internally by ADC Bank and any clarifications/changes will be communicated through the release of Corrigendum only.
 - f. Bidders shall not communicate with ADC Bank to inquire about status of any query raised by them.
2. Issue of Corrigendum
 - a. At any time prior to the last date for receipt of bids, The Ahmedabad District Co-Operative

Bank Ltd. may for any reason whether at its initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.

- b. Any such corrigendum shall be deemed to be incorporated into the RFP. In order to provide prospective bidders reasonable time for taking the corrigendum in account, The Ahmedabad District Co-Operative Bank Ltd. may, at its discretion, extend the last date for the receipt of proposal.
- c. The corrigendum will be published on ADC Bank Website www.adcbank.coop and <https://tender.nprocure.com> only.

3.4 Cancellation Of Current Contract

Existing agency can participate in the E-Tendering Process after finalization of this process existing contract all of current agency is deemed to be terminated.

(Nullification of existing contract, and existing agency can participate in the E-Tendering Process.)

3.5 Key Requirements of the Bid:

1. Right to Terminate the Process

- a. The Ahmedabad District Co-Operative Bank Ltd. may terminate the RFP process at any time and without assigning any reason. The Ahmedabad District Co-Operative Bank Ltd. makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by The Ahmedabad District Co-Operative Bank Ltd. The bidder's participation in this process may result in The Ahmedabad District Co-Operative Bank Ltd. selecting the bidder to engage towards execution of the contract.

2. RFP Document Fees

RFP document can be downloaded from <https://tender.nprocure.com> and www.adcbank.coop. Bidders are required to deposit the document Fee of ₹ 2,000/- (Rupees Two Thousand only) + GST in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Scanned copy of the proof of online credit is to be uploaded on <https://tender.nprocure.com> along with the bid. Proposals received without or with inadequate RFP document fees shall be rejected.

Bank Account Details

Bank: The Ahmedabad District Co-Operative Bank Ltd.
Account Name: Sundry Creditors A/c Tender fee DEP (EST)
Account No: 95092005551
IFSC: GSCB0ADC001

3. Earnest Money Deposit (EMD)

Bidders are required to deposit the Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakhs only) in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Proposals received without or with inadequate EMD shall be rejected. EMD will be refunded within 30 days of completion of the tendering process.

Bank Account Details

Bank: The Ahmedabad District Co-Operative Bank Ltd.

4. Method of Submission of Bids

- a) The two-bid cover system shall be followed. Technical and Commercial Bids shall be uploaded separately through the e-Tendering mode <https://tender.nprocure.com>. Please Note that Prices shall not be indicated in the Technical Proposal but shall only be indicated in the Commercial Proposal.
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents/index with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) All pages of the bid shall be signed and stamped by the authorized person.
- d) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by The Ahmedabad District Co-Operative Bank Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Ahmedabad District Co-Operative Bank Ltd. will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- e) The offer submitted by the bidders should be valid for minimum period of 365 days from the date of submission of bid.
- f) Hard copy of Technical Bid with all the relevant documents as per the mention in tender RFP, need to submit on or before Dt.21.12.2024 15:00 Hrs.at the ADC Bank, Head Office , Ahmedabad.

4. Bid Evaluation Process

4.1 Eligible Bidders

1. This Invitation for Bids is open to the Firms (Private Limited Company/ Agency/Public Limited Company/ Any another Company/ LLP) incorporated/registered under relevant Act in India.
2. The Bidder(s) has to comply the Pre-Qualification Criteria mentioned in Section 4.3
3. All participating Bidders are required to register in the e-procurement portal <https://tender.nprocure.com>. The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm.
4. The Ahmedabad District Co-Operative Bank Ltd. may disqualify or terminate the Contract at any stage if the Bidder has made untrue and false representation in the forms, statements and attachments submitted in the proof of the qualification requirement and/or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion or financial failure, litigation history, etc.
5. ADC Bank reserves the right to disqualify a bid if it is found that bidder has quoted unfeasible and unreasonably low prices or exorbitantly high prices.
6. If proceedings for suspension or cancellation of registration or for blacklisting due to poor performance by the Bidder has been started by any Department / Undertaking of Government

of any State or UT/ Government of India against the Bidder before the issue date of this Bid Document and the same is subsisting on the last date of submission of bid, the Bidder cannot participate in bidding process.

7. A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be Dis qualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- They have controlling partner in common; or
 - They receive or have received any direct or indirect subsidy from any of them; or
 - They have the same legal representative for purposes of this bid; or
 - They have relationship with each other, directly or through common third parties, that put them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of The Ahmedabad District Co-Operative Bank Ltd. regarding this bidding process; or
 - A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the same Sub System Integrator in more than one bid; or
 - A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - A Bidder, or any of its affiliates has been hired (or proposed to be hired) by The Ahmedabad District Co-Operative Bank Ltd. for the contract.

4.2 Criteria for Bid Evaluation

A three-stage procedure will be adopted for evaluation of proposals as follows:

- Pre- Qualification or Eligibility Criteria
- Technical Evaluation Criteria – minimum 60% cut off marks for qualification
- Commercial bid opening and final evaluation based on Quality cum Cost Based System (QCBS) Evaluation at 70:30 ratios (Technical 70% and Commercial 30%).

4.3 Pre-Qualification Criteria

The Bidder shall have to fulfill following Pre-Qualification Criteria.

Sr. No.	List of Documents	Supporting documents
1	The bidder should be a company in the form of Private Limited Company/ Agency/ Properties Firm/ Public Limited Company/ any another Company/ LLP Company registered under Indian Company's Act 1956 and/or any amendment in existence for last five years from the date of publishing of this RFP.	Incorporation/Registration certificate(s) should be furnished as documentary proof.
2	Bidder's Average Annual Financial Turnover during the last 3 financial years (FY 2021-22, FY 2022-23, FY 2023-24), ending 31st March of 2024 preferably at least Rs. 3 Crores. Net worth should be positive as on 31st March of 2024.	Copy of Audited Balance Sheet of last three financial years (FY21-22, FY 22-23, FY 23-24) CA certificate with ink signed/stamp must be enclosed.

3	<p>The Bidder should have the experience of completion of similar works in any of the Banking establishment (preferably) or any others as follows:</p> <p>Three similar completed works costing not less than Rs.8,00,000/- (please indicate the amount equal to 40%of the estimated cost);</p> <p>or</p> <p>Two similar completed works costing not less than Rs.10,00,000/- (please indicate the amount equal to 50% of the estimated cost);</p> <p>or</p> <p>One similar completed work costing not less than Rs.16,00,000/- (please indicate the amount equal to 80% of the estimated cost).</p>	The bidder should attach self-attested copies of work order.
4	The Bidder should not have been Blacklisted by any State / Central Government organization or PSU or any Private Bank or any Cooperative Bank or any organization in India at the time of bid submission.	An undertaking must be submitted by the bidders.
5	The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration Certificate should be submitted in the bid).	Bidder should provide all valid documents.

4.4 Evaluation and Comparison of Substantially Responsive Bids

1. Technical:

- a. Technical Bids of only those bidders who meet the “Pre-Qualification” criteria shall be considered for Technical Evaluation.
- b. Bidders who have been qualified under “Pre-Qualification” criteria will be invited to provide Technical Presentation of the proposed solution.
- c. The date, time and venue for such Technical Presentation shall be intimated through e-mail to such bidders by the Authority in advance.
- d. The mode of technical presentation would be in person only.
- e. The technical evaluation shall be done by “Bid Evaluation Committee” formed by The Ahmedabad District Co-Operative Bank Ltd. for this purpose. In case of any discrepancy or dispute among the members of “Bid Evaluation Committee”, the decision of Chief Executive Officer of The Ahmedabad District Co-Operative Bank Ltd. shall be final and binding for all. Chief Executive Officer of The Ahmedabad District Co-Operative Bank Ltd. shall nominate remaining members of the “Bid Evaluation Committee”.

The Technical Bids will be evaluated using the following criteria:

Sr. No.	Technical Parameters for Evaluation	Max score	Supporting Documents
1.	The bidder's average turnover criteria for last 3 financial years <ul style="list-style-type: none"> • INR 1 – 3 Crores – 10 Marks • INR >3 – 6 Crores – 15 Marks • INR > 6 Crores – 20 Marks 	20	a. Copies of audited balance sheets of last 3 financial years b. CA certificate.
2.	The Bidder should have the experience of completion of similar works in any of the Banking establishment (preferably) or any others as follows: Three similar completed works costing not less than Rs.8,00,000/- (please indicate the amount equal to 40% of the estimated cost); - 5Marks or Two similar completed works costing not less than Rs.10,00,000/- (please indicate the amount equal to 50% of the estimated cost); - 10 Marks or One similar completed work costing not less than Rs.16,00,000/- (please indicate the amount equal to 80% of the estimated cost).- 15 Marks	15	Copies of Work Orders/ Agreements
3.	Number of years of Experience in Housekeeping services: <ul style="list-style-type: none"> • Years > 10 years 10 marks • Years < 10 years 05 mark 	10	Copies of Work Orders/ Agreements
4.	Experience in completion of similar works in any of the Banking establishment (preferably) or any others and has minimum 3 ongoing live sites of providing housekeeping services	10	Copies of the valid certificates
5.	Satisfactory performance certificates from Two different existing clients <ul style="list-style-type: none"> • 2 certificates 10 marks • 1 certificate 05 marks 	10	Self-Declaration
6.	Presentation: Understanding of tendered work & showing the methodology of work plan	30	
7.	Area of operation in Ahmedabad	5	
	TOTAL MARKS	100	

2. Opening & Comparison of Commercial Bids

- Only those bidders, who have scored at least 60% marks in technical bid evaluation process shall be Declared as "Technically Qualified Bidders".
- The Commercial Bids of only "Technically Qualified Bidders" will be opened. The decision of The Ahmedabad District Co-Operative Bank Ltd. in this regard shall be final.
- Before opening of the commercial bids technical marks shall be declared in the presence of Bidder's representatives.

- d. The Commercial Bids will be opened, in the presence of Bidder's representatives (Maximum two for each bidder). Attendance for Commercial Bids opening is not mandatory for the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
- e. The Bidders are required to quote for all the items as mentioned in the Commercial Bid. Therefore, any Bid which does not quote for all the items will be determined to be non-responsive and will be rejected.
- f. The evaluation committee will evaluate each of the technical qualified bids on the basis of QCBS Method. The weightage of the technical and commercial parameters will be in the ratio of 70:30 respectively.

For calculation of the combined Technical and Price Score of all bidders, following formula will be used:

- i. Technical Score (TS): Each Technical bid will be assigned a Technical Score out of a maximum of 100 points. The bidder with highest Technical Score (T max) will be awarded 100% score. Technical Scores for other bidders will be evaluated using the following Formula
$$\text{Technical Score (TS)} = (\text{Technical Score of the Bidder} / \text{T max}) \times 100$$
- ii. Commercial Score (CS): The Commercial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with lowest Commercial Quote (L1) will be awarded 100% score.
Commercial Scores for other bidders will be evaluated using the following Formula:
$$\text{Commercial Score (CS)} = (\text{Commercial Quote of L1} / \text{Commercial Quote of the Bidder}) \times 100$$
- iii. Final Total Score (FS): For every Bidder the Final Total Score (FS) will be calculated using the formula
$$\text{Final Total Score (FS)} = 0.7 \times \text{TS} + 0.3 \times \text{CS},$$
- g. Bidder scoring highest "Total Score" as per above formula, will be considered as the "Successful Bidder" for award of the contract.
- h. In case of a Tie during evaluation process, the bidder having higher technical marks shall be considered as the Successful Bidder. In case of tie for both technical marks and commercials, both the bidders will be called for negotiations by The Ahmedabad District Co-Operative Bank Ltd. and the bidder offering higher rebate shall be awarded the LOI.
- i. Evaluation committee's decision will be final and binding for all bidders.

5 Selection Of Agency / Service Provider

5.1 Award Criteria

The Ahmedabad District Co-Operative Bank Ltd. will award the Contract to the bidder scoring highest "Total Score".

5.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

The Ahmedabad District Co-Operative Bank Ltd. reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

5.3 Other Terms and Conditions

Without incurring any liability, whatsoever to the affected bidder or bidders, The Ahmedabad District Co-Operative Bank Ltd. reserves the right to:

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Remove any of the items at the time of placement of order.
5. Increase or decrease no. of quantity supplied under this project.
6. Should The Ahmedabad District Co-Operative Bank Ltd. be unsuccessful in negotiating a contract with the selected bidder, The Ahmedabad District Co-Operative Bank Ltd. will begin contract negotiations with the next best value bidder in order to serve the best interest.
7. Make typographical correction or correct computational errors to proposals
8. Request bidders to clarify their proposal.

5.4 Notification of Award

Prior to the expiry of the validity period, The Ahmedabad District Co-Operative Bank Ltd. will notify the successful bidder in writing or by email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, The Ahmedabad District Co-Operative Bank Ltd. may like to request the bidders to extend the validity period of the bid.

5.5 Signing of Contract

After The Ahmedabad District Co-Operative Bank Ltd. notifies the successful bidder that its proposal has been accepted, The Ahmedabad District Co-Operative Bank Ltd. shall issue work orders and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

5.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the terms & conditions of the RFP and the proposal submitted by the successful bidder, shall constitute sufficient grounds for the annulment of the award, in which event The Ahmedabad District Co-Operative Bank Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, The Ahmedabad District Co-Operative Bank Ltd. shall invoke the EMD as the case may be.

6 Terms Of Reference

6.1 Introduction & Scope of Work:

1. Introduction:

The Ahmedabad District Co-Operative Bank Ltd. is a District Co-Operative Bank (Registered under the Gujarat State Co-operative Societies Act, 1961) having requisite Banking License with Head Office located in Ahmedabad. ADC Bank serves the Credit & Financial needs of Farmers nearby 1,45,000 Farmers of 579 PACS. ADC Bank provides retail banking services to more than 9,50,000 people through a network of 208 branches in Ahmedabad District. ADC Bank is committed to rural and agriculture development through its vast network of cooperative banks and societies spread throughout Ahmedabad, Gandhinagar and Botad District.

2. Scope of work:

- a. The prime object of housekeeping to maintain the entire premises in clean and hygienic condition.
- b. The Bidder has to provide/deploy 09 housekeepers and 01 Supervisors (for 8 hrs. shift each) at various blocks in the areas within the ADC Bank H.O Campus as mentioned below in the table.

Floors	Particulars	Frequency	House keepers	Supervisor
Basement	Dry Mop, Wet Mop, Cleaning and Stairs Cleaning etc.	2 To 3 Times Day	9	1
Ground Floor	Cleaning of Compound, Parking, Washroom and Entry Area etc.	2 To 3 Times Day		
Mezzanine Floor	Dry Mop, Wet Mop, Washroom Cleaning and Lift Cleaning etc.	2 To 3 Times Day		
1 st to 7 th Floor	Dry Mop, Wet Mop, Washroom Cleaning and Stairs Cleaning etc.	2 To 3 Times Day		

- c. All Material to be used should be as per BIS Bureau of Indian Standards.
- d. The Housekeeping materials/consumables detailed item specifications to be mentioned in 7.9 Annexure-I by the bidder with "make and brand".
- e. The Agency has to ensure that the material utilized is of Good Quality as per Annexure-I.
- f. Tenderers having good quality and branded materials will be given preference.
- g. The Estate Department will liaise with the selected service provider(s) for the further services required for Housekeeping Materials and Consumables in its capacity and as per the requirements.
- h. Pre-payments will not be made by the institution.
- i. Service provider(s) will be paid within 15 days after submission of bill.

- j. The bidder must use the specified brands and products for all items used for Bank's requirements.
- k. All Housekeeping Materials being used should be Non-Hazardous and the Material Quality should be User and environment Friendly.
- l. This is an Annual Rate Contract with Fixed price and hence not subject to changes unless Bank's.
- m. The broad details of work covered under the scope are enumerated as follows :
 - i. Cleaning, sweeping & wiping of floors & toilets and cleaning of Window Glasses, Curtains, IT equipment's, Furniture & Fixtures, Cupboards, Water Coolers, Fountains other fittings etc.
 - ii. Cleaning of Glasses using the tools and chemicals etc. Cabin Glasses, Admin and other office glasses, toilet glasses etc.
 - iii. Deep cleaning of all the floors, basement, parking foyer, quarters, terrace area and inside offices once every week.
 - iv. Use of specialty chemicals like TR 101 and other task i chemicals for cleaning toilets, office spaces etc.
 - v. Signage's are mandatory like Wet floor, wringer trolleys etc.
 - vi. Equipment's like Single disc, auto scrubber, Industrial Vacuum wet and dry are mandatory for deep cleaning and would be in the Agency's scope. No Reimbursements for machines would be provided.
 - vii. Sofa, Upholstery cleaning, would be a part of the Deep cleaning schedule.
 - viii. Garbage disposal would be in agency's scope. Garbage bins would be provided by the Bank.
 - ix. Tissue rolls in VIP Toilets, Air fresheners would be in agency's scope.
 - x. Shifting of furniture and other items/stores from one place to another as required by the administration.
 - xi. Any other work assigned by the controlling officer.

6.2 Jobs to Be Carried Out Daily:

1. Cleaning of toilets, wash basins, water coolers and other fittings. Removing all dust from the window panes. Cleaning to be done with phenyl / lyzol twice a day.
2. Cleaning of corridors, staircase, solar pannel and common area once with disinfectant in the morning and with plain water in the afternoon and removing all the unwanted materials.

3. Removing dust from IT equipment's, floors, windows, doors, books, furniture, fixtures, telephone, air conditioners and other equipment's, collecting waste paper etc.
4. Cleaning of rooms by mopping floor with cloth soaked in water & disinfectant.

6.3 Jobs to Be Carried Out Weekly:

1. Washing of floors with Surf/Vim/Soap/Cleaning material and water or any other cleaning operations.
2. If the manpower is required on Sundays / Holidays, extra charge will be payable to the Contractor.

6.4 Miscellaneous Conditions:

1. Sweeping, cleaning, dusting etc. shall be completed before 9:30 A.M. or as per Bank's requirement.
2. The Contractor shall, on award of the contract, furnish the list containing names and addresses of the workmen sent the Bank for performing housekeeping services.
3. The personnel will render services everyday including Saturdays, Sundays if required, except on National Holidays.
4. They will attend to any extra cleaning jobs in the said premises as and when required. No extra payment for this will be made.
5. Materials/consumables [e.g. Phenyl, Liquid soap, detergent, floor cleaner, naphthalene balls etc.] required for housekeeping and maintenance of toilet / bathrooms shall be provided by the Agency.
6. The services provided by the Contractor shall be closely monitored and should be up to the satisfaction of the concerned office.

6.5 Broad Details:

1. All cleaning materials e.g. chemicals, cleaning liquids, brooms etc. and equipment's to be used for the purpose of cleaning shall be by the ADC BANK.
2. Cleaning, sweeping, mopping and wiping of floors, staircase on daily basis from Monday to Sunday or as instructed by the ADC Bank Officials.
3. Thorough cleaning of all floors, toilets, wash basins, urinals using washing powder, toilet cleaner by putting naphthalene balls and air purifier and fresheners like Odonil, Ambipure etc.
4. Cleaning and dusting of all the offices with entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, Printers, telephones, curtains, wall mounted fans etc. with dry / wet cloth, feather brush and duster.
5. Clearing of any choking's in the drainages, manholes etc.
6. Removal of beehives and cobwebs / honey webs from the office building, its premises and from the toilets

7. Cleaning and sweeping of open area including balconies and roof tops with brooms.
8. The Tenderer shall also be responsible for assisting pest control in the office and shall carry out sprays etc. when required.
9. Proper registers / records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Tenderer and will be countersigned by the Concerned Officer, ADC BANK HEAD OFFICE. Ahmedabad Campus at regular intervals and finally at the end of each month.
10. The Tenderer should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services.
11. Lifting, carrying and disposing the dead birds, animals, rats, insects, etc. if found in and around the office building.
12. Brushing, Scrubbing, Vacuuming, Shampooing and dry cleaning of premises as required.
13. Spraying Baygon / Phenyl and Room Fresheners in toilets and other offices, labs and rooms on requirement basis and keeping naphthalene balls in toilets.
14. Emptying the waste books and collection of garbage & carrying up to garbage house.
15. Using appropriate chemicals for cleaning stains.
16. Floor Cleaning / Polishing / Scrubbing / Sweeping etc. of the floors / platforms / toilets etc. shall be done by the machines only. Suitable for the sites and as per techno - financial requirements. Manual Cleaning / Scrubbing / Polishing / Sweeping etc. shall be permissible only where machines cannot be used.
17. The Tenderer has to provide workforce in sufficient numbers to maintain the buildings and open paved areas as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the ADC Bank.
18. The Tenderer shall ensure that the entire workforce deployed wear uniform with the I-Card while on duty.
19. To move papers / files etc. from one destination to another within the offices; to move furniture and other items within ADC BANK Campus as and when required; to help in collection and dispatch of various parcels, inventories etc.

6.6 Payment Terms:

- a. No advance be given at time of selection.
- b. Contractor has to submit the bill inclusive of all expenses, taxes etc will be paid within 15 days after submission.

6.7 Waste Disposal Management:

The Tenderer will ensure collection, screening / segregation of dry and

wet garbage in the earmarked area. The Tenderer will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the Tenderer will arrange for disposal of garbage at such a place as may be permissible by the Municipal Corporation. It shall solely be the responsibility of the Tenderer to dispose the garbage at permissible by the Municipal Corporation.

6.8 Work Order:

On the basis of financial and technical evaluation by the ADC Bank of the qualified bidders contract shall be awarded.

The work must commence within a week of the signing of the Contract. The Decision of the ADC Bank in matters relating to award of contract shall be final and binding.

6.9 Responsibilities of The Contractor:

1. Strict compliance of the terms and conditions of this document. The staff employed by the contractors shall be subject to inspection by the authorized officers of ADC BANK, Ahmedabad.
2. The contractor shall make payments to its employees in strict observance of Minimum Wages Act. Any failure on the part of the contractor in this regard will entail termination of the contract and forfeiture of the security Deposits in addition to other penal action as per law.
3. The contractor shall maintain a log book under the Supervisor's care in which daily attendance of the staff shall be marked to ensure that required number of persons have been engaged.
4. The logbook maintained by the Supervisor of the Contractor shall be shown daily to the authorized officers of ADC BANK, Ahmedabad during morning Hrs. and at any other time on demand.
5. No accommodation will be provided by the ADC Bank for the agency staff in the concerned premises.
6. The contractor shall ensure that the Supervisor supervises all the jobs and attends to complaints personally;
7. Supervisor shall take care of any complaints regarding unsatisfactory jobs and shall, in addition, attend to any other job assigned by the authorized officers of The ADC BANK, Ahmedabad.
8. The contractor shall be responsible for the discipline of its personnel deployed at The ADC BANK, H.O. Ahmedabad premises. Any failure in this regard will be viewed as breach of contract leading to forfeiture of security Deposits and other action, as deemed fit by The ADC BANK H.O., Ahmedabad.
9. The contractor shall ensure that property of ADC BANK, Ahmedabad is not damaged due to negligence of contractor's employee while on duty at ADC BANK, Ahmedabad. In case of any damage, the contractors shall be responsible to make payment for the losses;

10. Only adult personnel shall be deployed for duty by the contractor.
11. The contractor shall deal and settle the matters connected with service matters.
12. Terms and conditions of its employees etc., and shall make sure that no labour problem is passed on to ADC BANK, Ahmedabad under any circumstances. All precautions shall be taken by the Contractor to ensure that no liability on account of its personnel deployed to serve the ADC BANK, Ahmedabad is in any condition passed on to ADC BANK, Ahmedabad.
13. The contractor shall ensure that the staff employed by them is well mannered, well trained in the Housekeeping services and possess good conduct. Physical and medical fitness of the personnel for the job shall also be ensured.
14. The contractor shall provide uniform to each of its staff members with Identity Card and ensure that they are properly attired including dress, shoes, I-card etc. The ADC BANK, Ahmedabad shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractors and deployed at the ADC BANK, Ahmedabad.
15. The contractor shall submit character verification of the workers deployed at ADC BANK, Ahmedabad from the Police Authorities upon award of contract.
16. The contractor should indemnify the ADC BANK, Ahmedabad at all times against all claims, damages or compensation under provisions of payment Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen compensation Act, 1923; Industrial Disputes Act, 1947; The Maternity Benefit Act, 1961; Gujarat Shops and Essential Commodities Act including any amendments to the said acts or any other law relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. ADC BANK, Ahmedabad shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
17. The contractor/service provider shall appoint a controlling officer/coordinator to ensure coordination between ADC Bank and the contractor/service provider.
18. The contractor should make adequate inquiries about the character and antecedents of the persons whom they will be deploying. The contractor shall verify and submit the details, if any, including Police records/cases are pending against them.
19. The character and antecedents of each personnel of the contractor shall be verified by the contractor before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience proof of residence and recent photograph and a certification to this effect submitted to the ADC Bank.
20. The contractor will also ensure that the personnel deployed are

- medically fit and will keep in record a certificate of the medical fitness.
21. The contractor has to provide Photo identify Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately to the ADC Bank.
 22. The contractor's personnel working in ADC Bank should be polite; cordial positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the ADC Bank.
 23. The contractor shall be responsible for any act of indiscipline on the part of persons deployed. The contractor shall not appoint/sublet any sub company/Agency to carry out any obligation under the contract.
 24. The contractor will replace any of its personnel immediately, if they are found unacceptable to the ADC Bank for any reasons including, security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving instructions from the ADC Bank.
 25. It is the responsibility of the contractor to comply with prevailing rules and regulations in respect of hiring and supplying manpower as per state Govt. Rules & Regulations.
 26. ADC Bank shall not be liable for any loss, damage, theft, burglary, robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.
 27. The contractor's personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how of housekeeping arrangements and administrative/organizational matters as all are of confidential/secret nature that can attract legal action against the contractor.
 28. The persons deputed shall not be below the age of 18 years, they shall work cordially in cooperation with the employees of ADC Bank.
 29. The personnel provided by the Agency should be between 18 – 45 years of age and energetic.
 30. The contractor's personnel or their legal heirs under no circumstances shall claim any benefit/ compensation/absorption/regularization of services in the ADC Bank under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970 or any other Act of the Central/State Government. Undertaking from the person(s) to this effect will be required to be submitted by the contractor to the ADC Bank.
 31. The contractor shall ensure proper conduct of personnel deployed in office premises and ensure, enforce prohibition of consumption of alcoholic drinks, pan, smoking, interaction with media, loitering without work and will be required to comply with the Regulations/notices/circulars issued by the ADC Bank from time to time.
 32. The contractor shall engage the necessary personnel as required by the ADC Bank from time to time. The personnel engaged by the contractor shall be employee of the contractor and it shall be the duty of the

contractor to pay their salary every month in time. There is no Master & Servant relationship between the employees of the services provider and the ADC Bank. Further the said person(s) of the contractor shall not claim any benefit from the ADC Bank. Also the contractor shall not stop the payment of salary to the engaged personnel on account of delays attributed to the ADC Bank, if any.

33. The Contractor will submit the bills in triplicate in the 1st week of every month for payment to the ADC BANK. The payment will be made after necessary deduction in terms of non- permissible absence of the personnel including penalty if any. The contractor shall pass on all the statutory charges (i.e., PF, ESI, Bonus, LWF, Leave, etc.) including minimum basic wages and such other benefits paid by the ADC Bank directly to the persons deployed, on monthly basis.
34. There shall be an automatic increase in the minimum wages of the personnel provided by the contractor consequent upon any increase on such account effected by any Govt. rules, orders, however, otherwise the rate quotes finalized through Tender shall remain fixed throughout the continuity of the contract.
35. The transportation, food, medical and any other statutory requirement under the various Act/Govt. Regulations in respect of each personnel of the contractor will be the responsibility of the service provider. This shall include payment of PF, ESI and Service Tax etc. The service provider shall have to furnish the details of every such payments deposited to the respective authorities including PF, ESI etc. in respect of deployed personnel in the ADC Bank every month prior to the bills submitted for the reimbursements of the actual charges for the services rendered during the month.
36. The contractor shall have to pay the wages and salaries to the personnel deployed in their respective bank accounts.
37. If necessary ADC Bank may prescribe the take home wages/remuneration amount for particular type of personnel if it thinks fit, (which will be equal or more than minimum prescribed wages laid down for type as per existing law/ regulations), the contractor shall be liable to comply with the same.
38. Reporting Hrs. including working Hrs. of such personnel deployed will be as per the requirements of the ADC Bank.
39. The personnel may be called on beyond office Hrs. if required. They will be paid extra as per the rates approved by the ADC Bank.
40. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the ADC Bank.
41. The contractor shall provide a substitute to the ADC Bank well in advance if there is any probability of the person leaving the job due to any reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the contractor.
42. The Departments concerned and office of ADC Bank will certify the

performance and attendance of manpower and issue a certificate of satisfactory services of manpower duly signed by the concerned official. This certificate has to be enclosed with the bills every month to the Accounts section of the ADC Bank.

43. Payments to the contractors would be strictly on certification, by the office, with which he/she is attached, that his services were satisfactory and attendance as per the bill forwarded by the contractor.
44. In case of any accident to the personnel employed by the contractor/ Agency during the 24 Hrs., the contractor/Agency alone is liable to pay workmen's compensation and any other statutory dues or payments and the ADC BANK shall not be liable for any payment of such kind. The contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The contractor shall be responsible for the safety and security of the Personnel deployed for duty in the office. The contractor must attach the group insurance policy's certified copy.
45. The contractor, controlling officer shall be contactable all the time and message(s) sent by E-Mail/ WhatsApp / Phone / Mobile Phone from the ADC Bank Office to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall ensure every day that the minimum manpower has been complied with.
46. The Successful Housekeeping Agency shall provide housekeeping services on all week days including on all working days, holidays.
47. In the event of any housekeeping personnel being on leave or absent, the Successful Housekeeping Agency should ensure suitable alternative arrangements to make up for such absence.
48. The Successful Housekeeping Agency shall ensure that the entire staff deployed by it is highly disciplined, maintain punctuality and refrain from any arguments or disputes with the employees, public or their attendants.

6.10 Validity, Extension and Termination of Agreement:

1. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 3 months. The Bank may extend the contract period of said service for one more year on the basis of performance and mutual agreement.
2. The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).

6.11 Termination:

1. Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

Following events Bank shall terminate this assignment or cancel any particular order, if Bidder:

- a. breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
 - b. the progress regarding execution of the contract/ services rendered by the Contractor is not as per the prescribed time line, and found to be unsatisfactory; or
 - c. supply of substandard materials/ services; or
 - d. delay in delivery / installation / commissioning of services; or
 - e. If deductions of penalty exceeds more than 5% of the total contract price.
2. If Bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case The Ahmedabad District Co-Operative Bank Ltd. reserves the right to get the balance contract executed by another party of its choice. In this event, the Contractor shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new Contractor and for execution of the balance of the contract.
 3. Sub-letting/sub-contracting is not permitted. That on the expiry of the agreement as mentioned above the Agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency it shall be the entire responsibility of the Agency to pay and settle the same.

6.12 Rates:

1. The rates offered by the Bidder shall be inclusive of all Govt. Taxes/ Levies, statutory contributions, cesses, insurance etc. or any other taxes that may be imposed by any authority in future, which are to be settled and born on equitable basis by the Successful Bidder without any liability on ADC BANK, Ahmedabad.
2. The stamp duty and registration charges will be borne by the contractor.
3. All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.
4. Lowest tender not necessarily to be accepted, The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

6.13 Penalties:

1. The Contractor will attract a penalty of an amount of ₹ 500/- per day in case a person fails to carry out the housekeeping services due to his absence or any other reason which shall be recovered from the bills or otherwise.
2. The Contractor would ensure that all its personnel deployed under contract behave courteously and decently with the employees/officers of the Office.
3. In the event of failure in maintaining the housekeeping services on any day up to desired standards, in part or full, the Contractor is liable for penalty @ ₹ 500/- per day, which shall be recovered from the bills or otherwise.
4. Any accidents or incidents occurring at the campus before, while or during the event of execution of contract and damaging any assets within the premises shall attract serious consequences for the contractor penalty as decided by the committee of the ADC Bank along with the forfeiting of the security deposit/EMD and Legal Action for Negligence and irresponsible services claiming all the damages & compensations.

6.14 Recovery of Sum Due:

As per the service contract entered between The ADC BANK, Ahmedabad and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, The ADC BANK, Ahmedabad shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

6.15 Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the Tender documents, the clarification given by The ADC Bank, Ahmedabad shall be final and binding on the Parties.

6.16 Settlement Of Disputes:

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between nominated officials of ADC Bank and the Agency. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

- c. The Parties agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Ahmedabad, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Ahmedabad alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

6.17 Standard Of Performance:

The selected Bidder/Agency shall perform and carry out their obligations under the Contract with due diligence and efficiently. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the GSC. The Agency shall always support and safeguard the legitimate interests of the GSC in any dealings with the third party. The Agency shall conform to the requirements laid down in Bid in totality.

6.18 Cartel and Multiple Bids:

Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified. While processing the tender documents, if it comes to the knowledge of the ADC bank, Ahmedabad that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years or more.

6.19 The Ahmedabad District Co-Op Bank Ltd. Reserves The Right To:

1. Reject any and all responses received in response to the RFP.
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery.
3. Extend the time for submission of all proposals.
4. Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
5. Select the next most responsive Bidder if negotiations with the Bidder

- of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
 7. Cancel the RFP/ Tender at any stage, without assigning any reason whatsoever.
 8. Change the time schedule of the RFP for inviting the bids or evaluation thereof.
 9. Modify the quantity or any specifications related to eligibility or technicalities.
 10. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

6.20 Information Confidentiality:

This document is meant for the specific use by the Company/ person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. The Ahmedabad District Co-Operative Bank Ltd. expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

6.21 Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Agency shall within a week from the commencement thereof, notify the same in writing to ADC BANK with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any other clause of this contract prior to such termination. If the ADC Bank is closed due to the lockdown notification issued by the Central/State Government due to increase in Covid-19 cases or any other pandemic circumstances or any other reasons, the ADC Bank reserve the rights to availing services from the contractor (or) avail the services with less number of manpower.

7 VARIOUS FORMATS

7.1 Annexure: A

Tender acceptance letter & Price bid undertaking (To be given on Company Letter Head)

Date:

To,
The Ahmedabad District Co-Operative
Bank Ltd., Head Office, Gandhi Bridge
Corner, Opp. Income Tax Office,
Ahmedabad - 380014.

Sub: Acceptance of Terms and Conditions of Tender & Price bid under taking.

Tender Reference No:

Dear Sir,

We have obtained the tender/bid document(s) for the above mentioned 'Tender/Work' from N-Procure.

Name of Tender: _____

as per your Bid, given in the above mentioned website (s).

We hereby certified that:

1. We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by ADC Bank too have also been taken into consideration in its totality / entirety, while submitting this acceptance letter.
3. We have not tampered/modified the downloaded price bid template from N-Code in any manner.
4. We offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes of Price bid format.
5. We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking and there has been no litigation with any Government department on account of these services.

We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then ADC shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

7.2 Annexure: B

PROFORMA FOR TECHNICAL BID

TECHNICAL / QUALIFYING BID FORM FOR TENDER OF “THE AHMEDABAD DISTRICT CO-OPERATIVE BANK LTD.” HOUSEKEEPING, CLEANING AND MAINTENANCE OF HEAD OFFICE, ASHRAM ROAD, AHMEDABAD - 380014.

1	Name of the contractor/ bidder	
2	Type of entity – proprietorship firm/ partnership firm/ or Pvt. Ltd. Company	
3	Registered Address Of The Company/Firm	
4	Telephone No./Fax No./Mobile No./E-Mail Id	
5	Name Of The Contact Person	
6	Telephone No. / Mobile No. Of Contact Person	
7	Tender Fee Details (Rs. 2,000/- + GST)	
8	EMD Details @ Rs. 1,00,000/-	NEFT UTR No. Date
9	Notarized Affidavit on the stamp paper of Rs.300/- (As per format mentioned in Annexure-C)	
10	Tender Acceptance Letter & Bid Undertaking – Annexure A	
11	Legal certificates to be enclosed and details in this regard to be provided	
	PAN details	
	Professional Tax Registration details	
	GST registration details	
	ESI Registration Details	
	EPF Registration Details	
	Valid shops & establishment registration [Gumasta license] details	
Valid ISO Certificate details (If Any)		
12	No. of staff/ workers to be deployed for this contract	
13	Details Of Housekeeping/Cleaning Equipment Owned And To Be Put In Use For This Contract By The Contractor	
14	Whether any employee of the ADC Bank is on your board or shareholder in contractor’s entity/firm	YES/NO, If Yes, please providedetails
15	Has any of your director/ partner/ entrepreneur ever been convicted under any law	YES/NO, If Yes, pleaseprovide details

DECLARATION

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge and belief. I/We understand that if any deviation/mis-statement is found in the above statement at any stage, I/We shall be blacklisted and will not have any dealings with the Bank in future.

I hereby confirm that I am authorized to sign the Tender Document.

Date:

Place:

Designation: [_____]

7.3 Annexure – C

(To be submitted Notarized Affidavit on the stamp paper of Rs.300/-)

Affidavit

I/We _____ do hereby declare that our Firm/Company/Agency has not been under liquidation, defaulter, bankrupt not even blacklisted/debarred by any University, Govt. Department/ Public sector undertaking, NGO etc. and there has been no litigation with any Government department on account of these services and has no binding of any police, court case.

Date:

Stamp/Sign of Tenderer

7.4 Annexure: D

PROFORMA FOR FINANCIAL BID

Sr. No.	Wages (to be filled as per standard 26 working days only)	Housekeeping Supervisor (Male/Female) (Skilled labour)	Housekeeper (Male/Female) (Unskilled labour)
1	Gross Salary		
	Basic Salary In Rs.		
2	Statutory Charges		
	PF (13%)		
	ESIC (3.25%)		
	Bonus (8.33%)		
	Uniform		
	Professional Tax		
	Others – 1 (If Any)		
3	Service Charges (%)		
	Total (1+2+3) [i.e. Total Final Bid for Manpower]		

The above calculation shall be as per standard 26 working days and the rates are filled in accordingly for per personnel per month only. Non-compliance with the same will result into disqualification from the tendering process. Amounts are to be calculated as per prevailing rates notified/issued from time to time by the government, are subject to change as per changes by the government. Kindly specify the latest rates in the above as applicable along with the circular, Notice, O.M., G.R. effecting the change in the above. The charges mentioned for Uniform shall not be counted for assessment. The amount quoted for Housekeeper shall only be counted for the purpose of assessment including service charges for financial bid.

7.5 Annexure – E

DECLARATION

(Duly certified and to be submitted on Non-judicial Stamp paper of Rs. 300/-)

- 1) I,.....Son/ Daughter of Mr.
----- Proprietor/ Partner/ CEO/ MD/ Director/ Authorized Signatory of
M/s.....am competent to sign this
declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender
and hereby convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true
and authentic to the best of my knowledge and belief.
- 4) I/we am/are well aware of the fact that furnishing of any false information/
fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is
authenticated, sealed and signed, and I take full responsibility for the entire
documents submitted.

Authorized Signatory

(Seal of the Company)

7.6 Annexure – F

FORMAT FOR INTEGRITY PACT

To,
The Chief Executive Officer,
The Ahmedabad District Co-Operative Bank Ltd.,
Head Office, Gandhi Bridge Corner,
Opp. Income Tax Office, Ahmedabad - 380014.

Sub: "To provide Housekeeping Services at The ADC Bank, Head Office, Ahmedabad"

Dear Sir,

I/We acknowledge that ADC BANK is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ADC BANK. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ADC BANK shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Date:

Place:

Name and seal of Bidder

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ADC BANK

FORMAT FOR INTEGRITY PACT

This Integrity Agreement is made at on this..... day of 20.....

BETWEEN

The Ahmedabad District Co-Operative Bank Ltd.,Ahmedabad (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work) hereinafter referred to as the "Contract".

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

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

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyay Sanhita (BNS)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the ADC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall

not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the ADC interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of BNS Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-agencies.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Agency 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

7.7 Annexure–G

Letter of Transmittal

Dated:

To,
The Chief Executive Officer,
The Ahmedabad District Co-operative Bank Ltd,
Head Office, Gandhi Bridge Corner,
Opp. Income Tax Office, Ahmedabad - 380014.

Dear Sir,

We, the undersigned, offer to provide the Housekeeping service in accordance with your Tender No. _____ dated _____. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I / We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and all prevailing regulations of the state as amended by the Government from time to time and shall be fully responsible for any violation.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/ Agency/ company doesn't have any existing litigation/is not under any liquidation/not under court receiver ship , never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that ADC Bank is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory/ Stamp of firm)

7.8 Annexure–H

APPLICATION FORM

From :

Name of Firm with Complete Postal Address
--

To,
The Chief Executive Officer,
The Ahmedabad District Cooperative Bank Ltd,
Head Office, Gandhi Bridge Corner,
Opp. Income Tax Office, Ahmedabad - 380014.

Sir,

Sub : Tender for “AMC for Outsourcing of Housekeeping Services at THE AHMEDABAD DISTRICT CO. OP.BANK LTD., HEAD OFFICE, ASHRAM ROAD AHMEDABAD FROMTO ”

Ref: [1] Your Tender Notice No. _____ dated
[2] EMD – NEFT/RTGS UTR No. _____ Dated _____ for ₹. _____

I/We have also examined the requisite specifications and my/our offer is to provide the required service in accordance with the requisite scope of work.

I/We quote the rate exclusive of all taxes & duties but inclusive of transportation cost etc.

Yours faithfully,

[_____]

Signature and stamp of the Bidder

[State legal status, Whether

Proprietorship, Partnership,

Registered Firm, Company etc.

7.9 Annexure-I

To be filled by bidder materials to be used in Housekeeping

Sr. No.	Description Of Goods	Make/Brand
1.	Acid	
2.	Air Freshner Sprey refill 100ml	
3.	Air Freshner Sprey refill 250ml	
4.	Air Freshner Pouch (Pocket)	
5.	Bleaching Liquid	
6.	Carpet Brush	
7.	Caution Board	
8.	Chex Duster	
9.	Cobweb Brush Round	
10.	Cotton Cloth	
11.	Dish wash Liquid	
12.	Drainex Powder	
13.	Dry Mop Set 18"	
14.	Dry Mop Set Refill	
15.	Dust Pan	
16.	Floor Cleaner Liquid R2	
17.	Floor Cleaner Liquid R6	
18.	Floor Duster	
19.	Floor Wiper Big/ Small	
20.	Garbage Bag Big/ Medium/ Small	
21.	Glass Duster	
22.	Glass Cleaner Liquid	
23.	Glass Wiper Rubber Patti Big/ Small	
24.	Gloves – Pantry	
25.	Handwash Liquid	
26.	Hard Broom	
27.	Insecticide powder	
28.	Micro Duster	
29.	Mosquito Kill Sprey 400 ml	
30.	Mosquito Kill Machine	

31.	Mosquito Kill Machine Refill	
32.	Napthalene balls	
33.	Plastic Mug 1 Ltr.	
34.	Plastic Bucket 5 Ltr.	
35.	Rubber Wiper	
36.	Road Brush (Heavy Plastic)	
37.	Room Freshner Sprey Liquid 220ml	
38.	Sanitary Cubes	
39.	Soft Broom	
40.	Swapper	
41.	Tissue Paper	
42.	Toilet Brush	
43.	Toilet Buch	
44.	Toilet Roll	
45.	Urinal Screen	
46.	Washing Powder	
47.	Wet Mop Set 18"	
48.	Wet Mop Set Refill	

8. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

8.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in India.
2. "Bidder" means the entity bidding for the services under the Contract.
3. "Agency" means the Agency whose proposal to perform the Contract has been accepted by The Ahmedabad District Co-Operative Bank Ltd.
4. "Contract" means the Agreement entered into between The Ahmedabad District Co-Operative Bank Ltd. And the Agency, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexures, and all documents incorporated by reference therein.
5. "Deliverables" means the services agreed to be delivered by Agency in pursuance of the agreement as defined more elaborately in the RFP;
6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
7. "GC" mean these General Conditions of Contract.
8. "In writing" means communicated in written form with proof of receipt.
9. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
10. "Member" means bidder/successful Agency.
11. "Party" means The Ahmedabad District Co-Operative Bank Ltd. or the Agency, as the case may be, and "Parties" means both of them.
12. "Personnel" means persons hired or appointed by the Agency and assigned to the performance of the Services or any part thereof
13. "RFP" means Request for Proposal .
14. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
15. "Services" means the work to be performed by the Agency.
16. The "Selected Agency" means Agency which is selected through the tender process i.e. Agency.

8.2 Interpretation

In this Agreement, unless otherwise specified:

1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement.
2. Use of any gender includes the other genders.
3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 Hrs. running from midnight to midnight.
5. References to a 'business day' shall be construed as a reference to The Ahmedabad District Co-Operative Bank Ltd. Working Day.
6. References to times are to Indian Standard Time.
7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

8.3 Ambiguities within Agreement

1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
 - a. As between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
 - b. As between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
 - c. As between any value written in numerals and that in words, the value in words shall prevail.

8.4 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

8.5 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.6 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Ahmedabad District Co-Operative Bank Ltd. or the Agency may be taken or executed by the officials specified in the SC.

8.7 Fraud and Corruption

1. Definition

- a. It is The Ahmedabad District Co-Operative Bank Ltd.'s policy to require that The Ahmedabad District Co-Operative Bank Ltd. as well as Agency observe the highest standard of ethics during the selection and execution of the Contract. The Ahmedabad District Co-Operative Bank Ltd. also requires that the Agency does not demand any service charges from the Resident unless the same is agreed with The Ahmedabad District Co-Operative Bank Ltd. in advance. In pursuance of this policy, The Ahmedabad District Co-Operative Bank Ltd. : Defines, for the purpose of this provision, the terms set forth below as follows:
 - b. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - c. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with The Ahmedabad District Co-Operative Bank Ltd. and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive The Ahmedabad District Co-Operative Bank Ltd. of the benefits of free and open competition.
 - d. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of The Ahmedabad District Co-Operative Bank Ltd., designed to establish prices at artificial, non-competitive levels.
 - e. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - f. "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
 - g. Measures to be taken by The Ahmedabad District Co-Operative Bank Ltd.
 1. The Ahmedabad District Co-Operative Bank Ltd. may terminate the contract if it is proven that at any time the representatives or employees of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Agency having taken timely and appropriate action satisfactory to The Ahmedabad District Co-Operative Bank Ltd. to remedy the situation;
 2. The Ahmedabad District Co-Operative Bank Ltd. may also sanction against the Agency including declaring the Agency ineligible stated period of time (as decided by The Ahmedabad District Co-Operative Bank Ltd.), to be awarded a contract if at any time it is proven that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a The Ahmedabad District Co-Operative Bank Ltd. -financed contract.

8.8 Commencement, Completion, Modification & Termination of Contract

1. Term of Contract

The term under this Contract will be for a period of 1 year which shall start from effective date of each work order

2. Extension of Contract

- a. If required by The Ahmedabad District Co-Operative Bank Ltd. an extension of the term can be granted to the Agency. The final decision will be taken by The Ahmedabad

District Co Operative Bank Ltd.

- b. The Ahmedabad District Co-Operative Bank Ltd. shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Agency, at least one month before the expiration of the term hereof, whether it will grant the Agency an extension of the term. The decision to grant or refuse the extension shall be at The Ahmedabad District Co-Operative Bank Ltd.'s discretion.
- c. Where The Ahmedabad District Co-Operative Bank Ltd. is of the view that no further extension of the term be granted to the Agency, The Ahmedabad District Co-Operative Bank Ltd. shall notify the Agency of its decision at least one month prior to the expiry of the Term.
- d. Upon receipt of such notice, the Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with The Ahmedabad District Co-Operative Bank Ltd.

8.9 Termination of Contract

- a. Normal termination of the contract would happen at the end of the tenure.
- b. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days' written notice to rectify the same is given by The Ahmedabad District Co-Operative Bank Ltd. and failure by Bidder to rectify in the notice period.

8.10 Effects of Termination

1. In the event of a pre-mature termination of this agreement by The Ahmedabad District Co-Operative Bank Ltd. the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.
2. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

8.11 Binding Clause

All decisions taken by The Ahmedabad District Co-Operative Bank Ltd. regarding the processing of the Contract shall be final and binding on all parties concerned.

8.12 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

8.13 Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Ahmedabad having jurisdiction. Suits, if arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Gujarat extends.

- 8.14 Any kind of query at estate@adcbank.coop and for correspondence is bank's H.O Ashram road, Ahmedabad.

***** END OF DOCUMENT *****