बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक	**नागपूर अंचल कार्यालय** **Nagpur Zonal Office** टेलीफोन/**TELE** 07122545020 : फैक्स /**FAX** : 2545025 ई/मेल-**e-mail** : **dzmnagpur@mahabank.co.in** प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे5- **Head Office:** LOKMANGAL,1501,SHIVAJINAGAR,PUNE-5	Azadi Ka Amrit Mahotsav

AX7/NZ/HRM/2022-23 **Date: 3/8/2022**

REQUEST FOR PROPOSAL

NOTICE INVITING OPEN TENDER TO PROVIDE "CLEANING, HOUSEKEEPING SERVICES" FOR BRANCH PREMISES & ZONAL OFFICE IN NAGPUR ZONE

Sealed tenders are invited in two bid system i.e. Technical & Price Bid from the experienced service providing agencies/ Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, PAN Number, GST Registration, Income Tax/ VAT clearance certificate, having minimum 20 years' experience (as of last date) in the similar business, and having annual turnover of more than 200 lacs during the last 3 years.

SCHEDULE OF TENDER:

Scope of work	Cleaning, Housekeeping work of Branch premises in the NAGPUR Zone.
Duration of contract	Initially One year & may be extended up to a maximum period of **03** years subject to satisfactory services.
Cost of Tender Document	**Rs.1000.00** /- in the form of Demand Draft drawn in favour of Bank of Maharashtra, payable at Nagpur.
Last Date & Time for receipt of Tender	18/8/2022 up to 3.00 P.M.
Date & Time for opening of Technical Bids	24/8/2022 at 4.00 PM
Earnest Money Deposit	**Rs.100000.00/-** in the form of Demand Draft drawn in favour of Bank of Maharashtra, payable at NAGPUR.
Venue	**Bank of Maharashtra, Zonal office, Bank of Maharashtra Building, Munje Chowk, Sitabuldi, Nagpur. NAGPUR-440012.**

1. The tender forms can be downloaded from bank's website www.bankofmaharashtra.in under tender column. If downloaded from banks website DD of **Rs. 1000/-** along with application should be submitted as application fee.

2. The tenders should be submitted in three sealed covers.

(a) The first sealed cover super scribed as **"Technical Bid"** should contain

I. Checklist of documents submitted (Form A)
II. The Proforma as per Form B.
III. Agency profile including previous experience of similar work in Government / Semi Government / PSU/autonomous agencies./Reputed Institutions.
IV. Acceptance of terms and conditions there under (Form C) ...
V. All other required documents

(b) The second sealed envelope super scribed as **"Price Bid"** should contain only rates which are to be quoted on monthly basis (Form D).

(c) The third envelope super scribed as **"EMD and Cost of Tender document"** should contain Demand Draft for Earnest Money Deposit and Demand Draft towards the cost of Tender documents.

(d) Total three will be 03 separate envelopes. All the above 3 envelopes shall be placed in a common sealed cover super scribed as **"Tender for Cleaning and Housekeeping work "**and to be submitted at the above said address only.

3. Tenders received after, the due date and time prescribed will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

4. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

5. The bidders may assess about the nature and quantum of work before quoting their rate.

6. Bank reserves the right to accept / reject any OR all, in full or part thereof, without assigning any reason.

7. EMD of unsuccessful bidders will be refunded within 90 days of opening of Price Bid & without any interest.

Yours faithfully,

Dy. Zonal Manager,
Nagpur Zone.

GENERAL TERMS AND CONDITIONS

1. **Parties:-** The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Bank of Maharashtra

2. **Addresses:-** For all purposes of the contract including arbitration if any there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the **Dy. Zonal Manager, Bank of Maharashtra, Munje Chowk, Sitabuldi, NAGPUR**, **440012**. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. **Earnest Money:**

a. **Earnest Money of Rs.1,00,000/- (Rupees One Lakh only)** in the form of **Demand Draft** drawn in favour of **Bank of Maharashtra, payable at Nagpur** should be submitted along with the Technical Bid of their tenders.

b. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.

c. The tenders without Earnest Money Deposit will be summarily rejected. In the case of successful tenderer the EMD shall be forfeited if the tenderer fails to pay the security deposit in time.

d. EMD of unsuccessful bidders will be refunded within 90 days after finalization of Tender without any interest.

4. **Preparation and Submission of Tender:**

a. The tender should be submitted in two parts namely Technical Bid and Commercial bid. The technical bid as per "Form B" and Earnest Money Deposit should be enclosed in a separate cover and sealed properly. The cover should be super scribed as **Technical bid.**

b. The Price Bid as per "Form D" should be enclosed in a separate sealed cover. This Cover should be super scribed as **Price bid.**

c. The third envelope super scribed as **"EMD and Cost of Tender document**" should contain Demand Draft for Earnest Money Deposit and Demand Draft towards the cost of Tender document.

d. Total there will be 03 separate envelopes. All the above 3 envelopes shall be placed in a common sealed cover super scribed as "Tender for Cleaning and Housekeeping work "and to be submitted at the above said address only.

e. The Price Bids of the tenderers who are found technically qualified will only be opened on a specific date and same will be conveyed to pre-qualified bidders separately. Tenderer may attend the meeting of the opening process of Technical & Price Bids

f. A detailed breakup of rate as on date under "**Minimum Wages Act"** as notified by office of the Regional Labor Commissioner (Central) should be quoted. The rates quoted shall be firm and final. During the period of contract, the rates will be regulated as per the minimum wages notified by the Government of India from time to time.

g. Taxes, if any, to be paid need to be duly indicated in the bid otherwise no Extra payment would be made for this purpose.

h. Terms of payment as stated in the Tender Document shall be final.

i. At the time of payment of bills, income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

5. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he signs as: -

(a) A "sole proprietor'" of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

(d) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry, it appears that the person so signing had no authority to do so, the Bank may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(e) The tenderer should sign and also affix his/ his firm's stamp at each page of the tender and all its enclosures.

6. **Validity of the Bid: -**

The bid shall be valid for a period of 180 days from the date of opening of the price bid. This has to be so specified by the tenderer in the Price bid.

7. **Opening of Tender: -**

The tenderer is at liberty either to be present himself or authorize not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and his/her proof of identification on the date and time indicated in the Schedule of tender.

8. **Criterion for Evaluation of the Tender:**

The evaluation of each tender will be made first on the basis of technical information furnished and then on the basis of commercial information furnished.

9. **Right of Acceptance:**

Bank reserves all rights to reject any or all tenders, including those tenders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Bank in this regard is final and binding.

10. **Communication of Acceptance:**

Successful tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the exact amount of security deposit and the time provided for making the Security Deposit will be communicated.

11. **Time Schedule for Commencement of Work:**

The work must be commenced within a period of 15 days from the date of award of work.

12. **Period of Contract:**

The contract will be initially for a period of **one year** from the date of commencement of the work. The contract period can be extended further for a maximum period of **three years** subject to satisfactory services.

13. **Performance Security Deposit:**

The successful tender will have to deposit security deposit equal to 10% of the total yearly value of the approved rate within 15 days from the date of acceptance of the tender. The EMD amount will be adjusted in the 10% of performance Security Deposit. Successful bidder has to submit the balance amount in form of Demand Draft/ Bank Guarantee

The Performance Security Deposit can be forfeited in the event of any breach or negligence or nonobservance of any condition of contract or for unsatisfactory performance or for non-commencement of the work. On expiry of the contract, such portion of the said security deposit as may be considered by the Bank to cover any incorrect or excess payments made on the bills to the firm will be adjusted and remaining amount will be paid.

14. **Penalty:**

In the event of the successful Tenderer failing to observe any of the conditions of the work as set out herein or execute the work in good and workmen like manner and to the satisfaction of the Bank, the Bank reserves the right to recover all the

amounts of compensation on account of loss to the Bank's property or penalty imposed on the Contractor on account of any lapse noticed, from the amount of security deposit of the Contractor. Decision of the Bank about the quantum of loss, compensation, and/ or penalty imposed on the Contractor shall be final.

If arrangement for housekeeping are not made on any day a proportionate deduction will be made from the monthly bill.

17. Natural Calamity, Strike etc.

In case, of strike, combination of workmen or natural calamity of any kind, fire accidents, or circumstances beyond the control of the firm causing stoppage of his work, without penalty, Bank shall have the absolute right during such stoppage to get the work done from elsewhere.

18. Insolvency

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the Bank shall have the power to terminate the contract without prior notice. Penalties for non-fulfillment of the contract will be recovered from the security deposit in such case.

19. Breach of Terms and Conditions:

In case of breach of any of the terms and conditions mentioned in this contract, the Bank will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by Bank in that event and the security deposit shall also stand forfeited and the contractors shall not have right to raise any objections thereafter.

20. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party.

21. Precautionary Measures:

The contractor shall take all reasonable steps for maintaining the quality while discharging the services of the contract.

22. Terms of Payment:

(i) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.

(ii) Payment shall be made on monthly basis on account of services provided during previous month .Necessary deductions towards income tax /other applicable taxes and surcharge shall be made from the bills at the time of payment as per the rules in existence at that time.

(iii) All payments shall be made by Account Payee cheques or direct credit to account only.

(iv) The Bank shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

(v) The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

23. The contract shall be terminated at any time during the period of contract Without assigning any reason after serving a notice of 30 days.

24. The Bank reserves the right not to accept the lowest or reject any or all the Tenders without assigning any reason at any stage. On all the matters Relating to this tender the decision of the Bank will be final and binding and The same cannot be referred to the court of law.

25. The successful tenderer should execute an agreement on a stamped paper of Appropriate value, copy of which is enclosed.

26. The Bank shall not be responsible for any loss or damage incurred to the Contractor as a result of the termination of the contract. The Bank shall be free to take due action for the appointment of a new contractor including the period under notice and thereafter.

27. TERMINATION:

(a) The Bank may, without prejudice to any other remedy for breach of any provision set out in this RFP and subsequent service agreement/contract for the selected agency, may terminate the contract/agreement by 30 days' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.

(b) OTHER GROUNDS FOR TERMINATION: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases by giving three months' notice:

(i) The vendor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
(ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
(iii) For any reason whatsoever, the contractor becomes disentitled in law to perform obligations under this agreement.
(iv) In the event of failure of the contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other

services, besides damages for the period of failure in providing the services or part thereof.

(v) In the event of Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.

(vi) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

28. ARBITRATIONS:

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. All disputes or differences arising between the parties as to the effect, validity or interpretation of this any provision of RFP/Contract/agreement or as to their rights, duties or liabilities shall be resolved amicably between the parties, failing which such disputes shall be settled by a sole arbitrator appointed by Bank under the Arbitration & Conciliation Act, 1996. The award of arbitrator shall be reasoned award and shall be final and binding on the Parties. Seat of Arbitration proceedings shall be in NAGPUR and the arbitration proceedings shall be conducted in English.

29. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part, by either party or any obligation under this contract shall be prevented or delayed by reasons beyond control - FORCE MAJEURE - neither party shall, by reasons of such events be entitled to terminate this contract, nor shall either parties have any claim for damages against the other in respect of such nonperformance or delay in performance.

The force majeure shall include war or hostility, or acts of the public enmity, or civil commotion, or sabotage, or fire, or floods, or explosions, or epidemics, or quarantine, or restrictions, or strike, or lockouts or acts of God (herein after referred to as eventuality).

Provided such force majeure provisions apply only if notice of happening of any such eventuality is given by either party claiming concession to the other within 21 days from the date of occurrence thereof, and

Provided activities under the contract that were interrupted under the force majeure event are resumed as soon as practicable after such event comes to an end, or cease to exist, and the decision of the Bank as to whether the activities have been so resumed or not shall be final and conclusive and provided further that if the performance in whole or part of, any obligation under this contract is prevented or delayed by reasons, for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

OTHER TERMS AND CONDITIONS

1. Bank requires engagement of **70** personnel for Cleaning, and housekeeping for week days for six days a week.

2. Requirements of persons can be increased or decreased as per the requirement. Tenderer can be asked for to provide manpower on Sunday or Holiday if need arises and payment would be made on pro – rata basis.

3. The Tenderer approved for providing cleaning, gardening and housekeeping services (hereinafter called the "Contractor" or the "cleaning and Housekeeping Agency"), will be fully responsible for ensuring sweeping/cleaning of the branch premises, offices in the NAGPUR Zone.

4. The purpose of cleaning and housekeeping is that the all branches & office premises of NAGPUR Zone must look neat and clean at every time and the contractor has to undertake all such jobs/activities required to maintain premises neat and clean whether such activities are elaborated here under or not.

5. Cleaning should be completed in office /Branch cited premises prior to opening of office hours of Branch or offices so that work in office does not get interrupted in the middle for cleaning purpose

6. The work of sweeping, cleaning and moping of all the area of branch & office and other locations including rooms, toilets, corridors, inside the premises and all-round the branch/office premises, building, generator room.

7. Brooming, Sweeping, and washing of corridors and staircases.

8. Sweeping and mopping of toilets, bathrooms, urinals-twice a day.

9. Spraying of Room Freshener/ deodorant in toilets and Officers rooms.

10. Dusting and cleaning of office furniture, office equipment's including tables, Chairs, side tables, racks and doors, paper trays and all other installations.

11. Sweeping of floors, mopping of floors-twice a day. Sweeping of lawns and open area. Emptying of all dustbins.

12. Dusting of doors, cleaning of wash-basin and mirror, cleaning of toilet seats/ Urinals (with sanitary and water) twice a day. Sweeping of open space and removal of garbage there from. Complete cleaning with soft brooms.

13. Removal of discarded materials to the designated places. Removal of sweeping and discarded/unwanted, un-useful materials (as decided and directed by the Office/ Branch). Moving of articles like tables, chairs, Amirah's, display boards, etc. as and when such shifting is necessary.

14. Replenishment of soap, urinal cubes, naphthalene balls/air purifiers (As and When required).

15. Polishing of floors, cleaning of walls & window panes. Washing and wiping / Moping of floors. Thorough cleaning of toilets with suitable cleaning agents. Wiping & cleaning of fixtures, fittings.

16. Dusting of files and file racks and cleaning of walls & window panes.

17. Polishing of staircase railings, cleaning of Venetian blinds and cobwebs of walls.

18. Cleaning and dusting of furniture, fixtures and fittings, carpet cleaning with vacuum cleaner. Daily cleaning/dusting of writing tables, working tables, chairs, telephones, computers office cubicles, photocopier machines, fax machine, printers etc

19. Dusting of doors, dusting of room coolers, air conditioners.

20. Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters etc.

21. To assist other bank employee in smooth branch / office working.

22. Any incidental work as per bank's requirement.

OTHER TERMS AND CONDITIONS

The agency must ensure that:

1. No criminal case should be pending in the Court of Law against the personnel proposed to be deployed.

2. The personnel should be polite, courteous in their behavior.

3. No person deployed by the contractor for housekeeping services will indulge in playing cards, consuming liquor or narcotics or gossip with any outsider(s). The agency will ensure that the personnel while on duty should not be under the influence of any intoxicant at any time. In no case any misbehavior with any officer/ official of Bank will be tolerated. If any such incident comes to notice, the Contract will be liable for terminated.

4. That the persons engaged shall not be below the age of 18 years or above the age of 50 years and they shall not interfere with the duties of the employees of this office.

5. Only such personnel will be deployed in the Branch/ office premises/ locations of the bank by the Contractor as are physically fit and do not have any physical handicap, impairment, night blindness or colour blindness.

6. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

7. The Contractor shall certify that proper Police verification has been got Carried out in respect of the antecedents of each Personnel deployed by him and the Contractor shall be fully responsible for their conduct and behavior.

8. It should be clearly understood by the Contractor that the Bank does not undertake any liability on account of leave, wages, employment or any other obligation under any State or Central Government Regulations to be performed by the Contractor in the capacity of an employer in respect of such personnel as are employed by him. The Contractor shall be solely responsible to the employment and labour regulating authorities in respect of aforesaid personnel. By way of this contract, the Contractor should not violate minimum Wages Act or any other legislative Enactments in force from time to time.

9. The service provider's person shall not claim any benefit/ compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.

10. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.

11. The rates quoted should include all taxes and charges payable by the tenderer to the State/ Central Government. No separate claim for GST or any other tax that the tenderer pays to the State/ Central Government shall be accepted.

12. The Zonal Office staff / any other nominated officer has the right to inspect the personnel and his work assigned to him.

Indemnity Clause

Contractor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses action suits and other proceedings, (Including reasonable attorney fees) relating to or resulting directly or indirectly from

i) An act or omission of Contractor, its employees, its agents, in the performance of the services provided by this contract,
ii) Breach of any of the terms of this agreement document or breach of any representation or warranty by Contractor,
iii) Use of the allocated site and or facility provided by Contractor,
iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.
v) Contractor shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the equipment providing facility to Banks equipment at all points of time.
vi) Contractor shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action, or claim arising out of or in respect to error, misconduct, fraud, misbehavior, or violations of any laws committed by Contractor or its employees/agents/ persons employed by third parties.
vii) This indemnification is only a remedy for the Bank. Contractor / partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

Non-Disclosure: It is hereby agreed that all the parties in this agreement hereby agree as follows.

Contractor shall hold all information about this tender and/or information gathered about the Bank through this process in strict confidence with the same degree of care with which Contractor protects its own confidential and proprietary information. Contractor shall restrict disclosure of the information solely to its employees, agents and Sub contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such information.

To use the information only as needed for the purpose solely related to this Project.

Except for the purpose of execution of this Project, not disclosure or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.

Contractor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.

Any information considered sensitive must be protected by the Contractor from unauthorized disclosure or access.

SEVERABILITY:

i) If any of the provisions of this agreement may be constructed in more than on way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
ii) In the event any court or other government authority shall determine any provisions in this agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
iii) In the event that any of the provisions of this agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope period or area of application were reduced, then such reduction of scope, period or area of application as may be required to make such provisions valid and effective provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be by virtue of which such provisions contained in this agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the parties undertake to, at all times observe and be bound by the spirit of this agreement.

FORM- C

UNDERTAKING

Sub: NOTICE INVITING OPEN TENDER TO PROVIDE "CLEANING, HOUSEKEEPING SERVICES" FOR THE BRANCHES/OFFICE IN NAGPUR ZONE.

I / We undertake that I/we have carefully studied all the general and specific terms and conditions of tender and understood them and shall abide by them.

1. I/ We further undertake that the information's given by us while offering this tender are true and correct in all respect and I/we hold the responsibility for the same.

Dated at .....

(Dated Signature of Tenderer with stamp of the firm)

FORM - B

TECHNICAL BID

Sub: NOTICE INVITING OPEN TENDER TO PROVIDE "CLEANING & HOUSEKEEPING SERVICES" FOR THE BRANCHES/OFFICE IN NAGPUR ZONE.

S.N.	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Details of EMD	Details of cost of Tender document
	(i)Amount	(i)Amount
	(ii)Draft No.	(ii)Draft No.
	(iii) Date	(iii) Date
	(iv)Issuing Bank	(iv)Issuing Bank
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation &Abolition) act 1 970.(Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN Number(copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	GST Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	
10	ESI Registration Number (copy to be enclosed)	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.)	
12	Length of experience in the field with proof	
13	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
14	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
15	Whether agency profile is attached?	
16	List of other clients	

Signature of the tenderer

Full Name & address of tenderer/firm

Telephone No. / Mobile no. for contact

(Dated Signature of Tenderer with stamp of the firm)

FORM - D

PRICE BID

Sub: NOTICE INVITING OPEN TENDER TO PROVIDE "CLEANING & HOUSEKEEPING SERVICES" FOR THE BRANCHES /OFFICE IN NAGPUR ZONE

Sl. No.	Description of work	No. of persons required	Rate offered per person per month including all taxes/charges+ cleaning material of uniform (as per minimum wages notified by office of Regional Labour Commissioner (Central)
1.	To provide cleaning and housekeeping services for the Office and Branches in the NAGPUR Zone for 06 days of week.	70	Rs. (In figures) Enclosed detailed breakup (In words) Enclosed detailed break up

Signature of the tenderer

Full Name & address of tenderer /firm

Telephone No./Mobile no.
for contact

(Dated Signature of Tenderer with stamp of the firm)

AGREEMENT FOR CLEANING AND HOUSEKEEPING CONTRACT

This Agreement is entered on the this ……. day of _____ 20 at NAGPUR.

BETWEEN

Bank of Maharashtra, a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Lokmangal'' 1501, Shivaji Nagar, Pune-411005 and having Zonal Office at **Bank of Maharashtra, Mahabank Building, Munje Chowk, Sitabuldi, NAGPUR 440012** (hereinafter referred to as BANK/First Party'') which expression unless repugnant to the context or meaning thereof shall include its Successors and assigns of the First Part.

And

M/S ---------- through its authorized officer with Regd. office at ---------- as the Contractor which expression shall wherever the context so permits, mean and include its successors and assigns) of the second part.

The terms and conditions herein contained, and rates as mentioned in the Price Bid. The Contractor has deposited Rs. In the form of Demand Draft as security deposit.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as follows:

1. The contractor shall during the period of this contract that is to say from to or until this contract is determined by such notice as herein after mentioned, will provide ------ persons for housekeeping on the rates accepted as desired in annexure to this agreement. The contractor agrees that number of --- housekeepers required is likely to increase and may be demanded according to the exigencies of service by the Bank. He can also be asked to supply manpower on Saturday or Sunday if need arises.

2. The period of contract shall be normally one year from the date of Awarding of the tender, but can be extended for a further period of three year or till such time a fresh tender is finalized whichever is earlier and subject to satisfactory service.

3. The contractor agrees to supply or withdraw the housekeepers in case persons for housekeeping are increased according to the requirement of the Bank during the tender period, at the same approved rate, terms and conditions.

4. The contractor agrees for the rates accepted will be in force during the entire period of the tender. If the DA and other liabilities increase the bank will be also increase as per Govt. Notifications. Contractor will submit necessary documents for the same.

5. The contractor agrees to comply with all the instructions (terms and conditions) of tender documents contained, which are part and parcel of this agreement and form integral part of this agreement and also the following:

6). The contractor agrees with the Bank and with the authority competent to order that every contract of hire order should be subject to the terms of this agreement for persons for housekeeping. Hire and in the event of a conflict between these terms and the terms in the awarding order, the terms of this agreement for housekeepers shall prevail.

7.) The contractor agrees to provide the housekeepers as agreed upon in the contract. If for any reason whatsoever the Bank is not happy with the service of the house keepers provided, the Contractor will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Contractor is not in a position to provide a substitute housekeeper; as demanded by the Bank then the Bank will be free to engage a person for housekeeping from the open market and debit the expenditure on account of it on the claims payable to the Contractor

8). The Contractor will submit monthly bills for processing the payment. Necessary deduction towards income Tax and Surcharge on Income Tax and any other taxes levied by the State/ Central Government in existence at that time. Payment will be made through crossed cheque or direct credit to account only. All receipts for payment should be signed by the contractor himself.

9)The contractor agrees that the Bank shall have the right to terminate the contract in whole or part without prejudice to any other remedy for breach of contract, by giving 30 days' notice with the forfeiture of Security Deposit, besides blacklisting in case of following events.

i) If the contractor fails to provide the personnel for housekeeping to Bank and if the service is not found satisfactory enough.

ii) If the contractor fails to arrange the supply of any or all the personnel for housekeeping within the periods specified in the contract or any extension thereof granted by the Bank.

iii) If the contractor fails to perform any other obligations under the contract.

10.The contractor agrees that the contract shall be terminated at any time during the period of contract after serving the notice of 30 days.

11. The contractor agrees that if the personnel for housekeeping is not supplied on any day a proportionate deduction will be made from the monthly bill (i.e. 1/30 of the amount per month will be deducted for each day of absence) Apart from that a sum of Rs. 200/- per day will be deducted from the monthly bill up to a maximum limit of Rs. 1000/- and if it exceeds 5 days then the contract will be liable for termination with the forfeiture of security deposit besides blacklisting.

12. The contractor agrees that the Bank shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. The Bank shall be free to take due action for the appointment of the new Contractor during the period under notice thereafter. The contractor agrees to supply the personnel for housekeeping at the approved rate.

13. The contractor agrees that the personnel for housekeeping are utilized for the use of the Bank. This period may be extended as and when found necessary in case of exigencies of services on demand.

14. The contractor agrees if in case of delay exceeding one hour for reporting for duty by the personnel a penalty of Rs. 100/- per day will be deducted from the bill.

15. The contractor agrees that he is solely responsible for day-to-day supply of housekeepers.

16. The contractor agrees that the Bank will have the right to place requisition the personnel for housekeeping on all days of the month including Saturdays, Sundays and holidays, extended hours beyond duty hours including night halts.

17. The contractor agree that all compensation or other sums of money payable by the contactor to the Bank under the terms of the contract shall be realized from claim bills and / or his Security Deposit and in the event of his Security Deposit being reduced by reasons of any such deduction, the contractor shall make good the same within 15 days.

18. The contractor agrees that he is liable for any legal dispute / case / claims that have arisen or may arise during the currency of the agreement in respect of personnel for housekeeping provided by the Contractor.

19. The contractor agrees that if for any reason the Bank is dissatisfied in any way with the standard of the housekeeper or felt deficiency in service during the tender period, it will be reported to the Contractor in writing and the Contractor without raising any dispute on such assessment by the Bank regarding by the standard of the housekeeper provided or quality of service rendered by them may immediately replace it with another housekeeper on receipt of such complaint.

20. The contractor agrees that any communication to the last known address will be sufficient for any purpose of written communications. Any plea of absence from headquarters or change of address will not be accepted to establish the non-receipt of communication on the part of the contractor.

21. The contractor agrees that in the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matters, the decision of which is specifically provided under this agreement) the same shall be referred to a sole arbitrator who will be appointed by Bank.

The award of the arbitrator shall be final and binding on both the parties.

22. If at any time, during the continuance of this contract, the performance in whole or in part, by either party or any obligation under this contract shall be prevented or delayed by reasons beyond control- FORCE MAJEURE-neither party shall, by reasons of such events be entitled to terminate this contract, nor shall either parties have any claim for damages against the other in respect of such nonperformance or delay in performance.
The force majeure shall include war or hostility, or acts of the public enmity, or civil commotion, or sabotage, or fire, or floods, or explosions, or epidemics, or quarantine, or restrictions, or strikes, or lockouts or acts of God (herein after referred to as eventuality).

Provided such force majeure provision apply only if notice of happening of any such eventuality is given by either party claiming concession to the other within 21 days from the date of occurrence thereof, and

Provided activities under the contract that were interrupted under the force majeure event are resumed as soon as practicable after such event comes to an end, or cease to exist, and the decision of The Bank as to whether the activities have been so resumed or not, shall be final and conclusive, and

Provided further that if the performance in whole or part of, any obligation under this contract is prevented or delayed by reasons, for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

The contractor agrees to adhere all the statutory regulation and are bound by the Labour Laws/ Contract Laborer (R & A) act 1970/ any other Laws / Labour Rules as applicable in this regard and amended from time to time for the persons involving in this tender. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the agreement without assigning any reason therefore and nothing will be payable by the Bank in that event and the security deposit shall also stand forfeited.

23. The contractor shall not assign or sublet the work or subcontract or any part of it to any other person or party.

24. The contract is not transferable.

25. The persons deployed by the contractor should not have convicted by any court of law or any police or criminal cases against them. The character and antecedents of each personnel of the contractor will be got verified by the service provider before their deployment. The contractor will ensure that the antecedents of person engaged are properly verified from the police authorities, he will furnish a certificate to this effect.

26. The contractor's person shall not claim any benefit/ compensation/ absorption/ regularization in any form the Bank under the provision of Industrial Disputes Act 1974 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the contractor to the Bank.

27. The contractor's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Bank. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.

28. That the persons deputed shall not be below the age of 18 years or above the age of 50 years and they shall not interfere with the duties of the employees of the Bank.

29. The Bank shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor.

30. That on the expiry of the agreement as mentioned above, the contractor will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non- employment by the personnel of the service provider, it shall be the entire responsibility of the service provider to pay and settle the same.

31. It is the responsibility of the contractor to comply with the prevailing labour laws and minimum wages Act at his cost, risk and responsibility.

32.The contractor shall be liable for the implementation of Labour laws and Social Legislations such as EPF, ESI, workmen compensation Act, Shop and Establishment Act, Minimum Wages Act etc. as applicable in respect of staff engaged by him or carrying on his business. The share of EPF/CPF of the worker(s) if any will be paid to the agency/ company for depositing with the concerned organization. Contribution towards CPF, Gratuity etc. is to be met by the contractor.

33. No medical facilities or reimbursement thereof will be provided by the Bank.

34. Contractor will be required to provide uniform/Identity Cards and wages to the staff/ labour.

35. Any liability regarding Government dues as well as any human loss/ injury suffered during the course of work will be the personal responsibility of the contractor.

36. The contractor shall comply with all acts, laws and other statutory rules, regulation, bye-laws etc. as applicable or which might become applicable to the State / Central Government with regard to performance of the work.

Indemnity Clause:

Contractor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses action suits and other proceedings,(Including reasonable attorney fees) relating to or resulting directly or indirectly from

i) An act or omission of Contractor, its employees, its agents, in the performance of the services provided by this contract,
ii) Breach of any of the terms of this agreement document or breach of any representation or warranty by Contractor,
iii) Use of the allocated site and or facility provided by Contractor,
iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.
v) Contractor shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the equipment providing facility to Banks equipment at all points of time.
vi) Contractor shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Contractor or its employees/agents/ persons employed by third parties.
vii) This indemnification is only a remedy for the Bank. Contractor / partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

Non-Disclosure: It is hereby agreed that all the parties in this agreement hereby agree as follows.

Contractor shall hold all information about this tender and/or information gathered about the Bank through this process in strict confidence with the same degree of care with which Contractor protects its own confidential and proprietary information. Contractor shall restrict disclosure of the information solely to its employees, agents and Sub contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such information.

To use the information only as needed for the purpose solely related to this Project.

Except for the purpose of execution of this Project, not disclosure or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such

information.

Contractor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.

Any information considered sensitive must be protected by the Contractor from unauthorized disclosure or access.

SEVERABILITY:

i) If any of the provisions of this agreement may be constructed in more than on way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
ii) In the event any court or other government authority shall determine any provisions in this agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
iii) In the event that any of the provisions of this agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope period or area of application were reduced, then such reduction of scope, period or area of application as may be required to make such provisions valid and effective provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be by virtue of which such provisions contained in this agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the parties undertake to, at all times observe and be bound by the spirit of this agreement.

Jurisdiction:-

The contract will be governed by Indian Law& will be subject to jurisdiction of NAGPUR court & Governing language shall be in English.

No suits, prosecution or any legal proceedings shall lie against the Bank or any employee of the bank for anything that is done in good faith or intended to be done in good faith or intended to be done in pursuance of this agreement.

Signed .....Signed …….

For and on behalf of the Banks	for and on behalf of the Tenderer
Name (Caps)	Name (Caps)
Position	Position
Date	Date
In the Presence of Witnesses	In the Presence of Witnesses
1 .	1 .
2 .	2 .

FORM - A

CHECK LIST OF DOCUMENTS ENCLOSED

.No	Documents to be submitted	Submitted	Not submitted	Remarks
	Copy of Registration of firms			
	Copy of Registration certificate of EPF			
	Copy of Registration Certificate of ESI			
	Copy of Labour license			
	Copy of Income Tax Return for last 2			
	Copy of Service Tax Registration			
	Copy of ISO 9001-2008 Certificate			
	GST Registration Copy			
	Copy of PAN/TAN Card			
	List of clients indicating quantum of work executed with them			
	Proof of experience			
	Details of EMD deposited			
	Details of Cost of bidding document			
	Copy of VAT clearance Certificate.			
	Last 2 years audited statement from Chartered Accountant			
	Rate quoted complies with the Minimum Wages Act of Govt. of India(Central Govt) with all other statutory provisions			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date

List of locations where housekeeping services are required - Annexure-IA

S.No	BRCD	BR NAME	Area	Takuka	District	No. of persons
1	5	Sitabuldi	AREA 1 (A)	Nagpur	Nagpur	2
2	58	Gondia	AREA 3 (C)	Gondia	Nagpur	1
3	60	Dharampeth	AREA 1 (A)	Nagpur	Nagpur	2
4	61	Itwari	AREA 1 (A)	Nagpur	Nagpur	1
5	95	Bhandara	AREA 3 (C)	Bhandara	Nagpur	1
6	107	Mahal	AREA 1 (A)	Nagpur	Nagpur	1
7	133	Kamptee	AREA 1 (A)	Nagpur	Nagpur	1
8	137	Hanuman Nagar	AREA 1 (A)	Nagpur	Nagpur	1
9	153	Shankarnagar	AREA 1 (A)	Nagpur	Nagpur	1
10	240	Deonagar	AREA 1 (A)	Nagpur	Nagpur	1
11	303	Tharsa Nimkheda	AREA 3 (C)	Mouda	Nagpur	1
12	312	Hingna I.Estate	AREA 1 (A)	Nagpur	Nagpur	1
13	356	Wardhamannagar	AREA 1 (A)	Nagpur	Nagpur	1
14	452	Sadar Bazar	AREA 1 (A)	Nagpur	Nagpur	1
15	496	Mandhal	AREA 3 (C)	Kuhi	Nagpur	1
16	502	Kati	AREA 3 (C)	Gondia	Nagpur	1
17	503	Goregaon Bhandara	AREA 3 (C)	Goregaon	Nagpur	1
18	526	Mirchi Bazar	AREA 1 (A)	Nagpur	Nagpur	1
19	554	Salekasa	AREA 3 (C)	Salekasa	Nagpur	1
20	608	Soundad	AREA 3 (C)	Sadak Arjuni	Nagpur	1
21	665	Nandanvan Colony	AREA 1 (A)	Nagpur	Nagpur	1
22	683	Umari Nanda	AREA 3 (C)	Saoner	Nagpur	1
23	725	Kalmeshwar	AREA 3 (C)	Kalmeshwar	Nagpur	1
24	730	Narkhed	AREA 3 (C)	Narkhed	Nagpur	1
25	752	Satgaon	AREA 3 (C)	Salekasa	Nagpur	1
26	782	Ganeshpur	AREA 3 (C)	Salekasa	Nagpur	1
27	783	Dawwa	AREA 3 (C)	Sadak Arjuni	Nagpur	1
28	784	Pahela	AREA 3 (C)	Bhandara	Nagpur	1
29	787	Gadegaon	AREA 3 (C)	Lakhani	Nagpur	1
30	797	Dewhadi	AREA 3 (C)	Tumsar	Nagpur	1
31	805	Veltur	AREA 3 (C)	Kuhi	Nagpur	1
32	806	Nand	AREA 3 (C)	Bhivapur	Nagpur	1
33	843	Katol	AREA 3 (C)	Katol	Nagpur	1
34	846	Jaripatka	AREA 3 (C)	Nagpur	Nagpur	1
35	857	Tarana	AREA 3 (C)	Kuhi	Nagpur	1
36	915	Belgaon Umred	AREA 3 (C)	Umred	Nagpur	1
37	947	Ayodhya Nagar	AREA 1 (A)	Nagpur	Nagpur	1
38	951	Bhagwan Nagar	AREA 1 (A)	Nagpur	Nagpur	1
39	1008	Virsi	AREA 3 (C)	Sakoli	Nagpur	1
40	1046	Amgaon Deoli	AREA 3 (C)	Hingna	Nagpur	1
41	1082	Titur	AREA 3 (C)	Kuhi	Nagpur	1
42	1098	Kosamtondi	AREA 3 (C)	Sadak Arjuni	Nagpur	1
43	1141	Narendranagar	AREA 1 (A)	Nagpur	Nagpur	1
44	1165	Karve Nagar	AREA 1 (A)	Nagpur	Nagpur	1
45	1195	NMC	AREA 1 (A)	Nagpur	Nagpur	1

46	1321	VIDC	AREA 1 (A)	Nagpur	Nagpur	1
47	1369	GBB	AREA 1 (A)	Nagpur	Nagpur	1
48	1402	Butibori	AREA 1 (A)	Nagpur	Nagpur	1
49	1403	Hudkeshwar	AREA 1 (A)	Nagpur	Nagpur	1
50	1452	ARB	AREA 1 (A)	Nagpur	Nagpur	1
51	1525	Sendurwafa	AREA 3 (C)	Sakoli	Nagpur	1
52	1651	Tumsar	AREA 3 (C)	Tumsar	Nagpur	1
53	1652	Mahadula	AREA 3 (C)	Kamptee	Nagpur	1
54	1672	Tiroda	AREA 3 (C)	Tiroda	Nagpur	1
55	1699	Sahakar Nagar	AREA 1 (A)	Nagpur	Nagpur	1
56	1815	Lakhani	AREA 3 (C)	Lakhani	Nagpur	1
57	1816	Pauni	AREA 3 (C)	Pauni	Nagpur	1
58	1837	Mansar	AREA 3 (C)	Ramtek	Nagpur	1
59	1861	Deori	AREA 3 (C)	Deori	Nagpur	1
60	1911	Ramtek	AREA 3 (C)	Ramtek	Nagpur	1
61	1926	Wadi	AREA 1 (A)	Nagpur	Nagpur	1
62	1958	Lakhandur	AREA 3 (C)	Lakhandur	Nagpur	1
63	5520	Zonal Office	AREA 1 (A)	Nagpur	Nagpur	3
		Total amount				67