

THE MAHARASHTRA STATE CO-OP. BANK LTD., MUMBAI
(Incorporating The Vidarbha Co-op. Bank Ltd.)
Scheduled Bank

Sir Vithaldas Thackersey Memorial Building,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai - 400 001.

NAME OF THE WORK:- Annual Maintenance Contract for providing
House Keeping & Cleaning various premises of the Bank's
in Mumbai, Vashi Navi Mumbai & All Branches Mumbai.

NAME OF THE BIDDER :

ADDRESS: -
.....
.....

LAST DATE OF SUBMISSION IS 19-10-2018.

TENDER NOTICE

Tender Notice for providing House Keeping & Cleaning various premises of the Bank's in Mumbai & Vashi, Navi Mumbai.

The M.S.C. Bank Ltd., a premier Banking institution having its Head Office at The M.S.C. Bank Ltd., Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001. Proposes to invite Sealed Tenders from professional agencies, who are providing House Keeping & Facility Management Services to Commercial Banks, Pvt. Banks, Government /Public Sector/ Private organizations of repute/ large hotels, Commercial Complexes, autonomous bodies etc. for providing House Keeping & Cleaning various premises of the Bank's in Mumbai, Vashi Navi Mumbai & All Branches Mumbai admeasuring approx. 152228.45 sq. ft Area.

Sealed Tenders are invited from registered reputed House Keeping & Facility Management Services agencies having three year experience of providing House Keeping & Facility Management Services Agencies, Tender for providing House Keeping & Facility Management Services at Bank's Office Building at various premises of the Bank's in Mumbai, Vashi Navi Mumbai & All Branches Mumbai admeasuring approx. 152228.45 sq. ft Area. on contractual basis for a period of Three Years (Renewable every Year subject to satisfactory performance) under Two Bid Systems.

Bank has provided high quality interiors and agency should be experienced and have capability to maintain them. The scope of work would involve cleaning & wet mopping of floors, dusting of work stations, collecting and disposing of waste in municipal bins, cleaning of toilets & toilet fixtures, window glass, both from inside & outside telephones, lifts, walls, stairs, carpets, sofas, chairs, pedestal fans, Venetian blinds, polishing of brass items, removing of cobwebs from ceilings, external cleaning of Atrium skylights glass, entrance glass canopy, ACP panels, Terrace cleaning etc. The work also includes engaging the services of personnel for miscellaneous office works or any other services assigned to them from time to time by the Bank.

The Tender Documents can be downloaded from Bank's Website www.msccbank.com and such downloaded form should be accompanied by a nonrefundable D.D. of Rs.1500/- (Rupees one thousand five hundred only) issued in favour of M.S.C. BANK LTD. payable at mumbai with the Technical Bid as cost of the Tender form.

Security Deposit

The service provider submitting quotation for 3 years has submit EMD of Rs.50,000/- payable through DD of any Scheduled Bank favouring **The Maharashtra State Co-op. Bank Ltd.**, payable at Mumbai. Demand Drafts of **EMD** should be enclosed with the Technical bid. Technical bid not supported by EMD will be liable to be rejected. The demand drafts of EMD deposited with tender will be treated as under:-

- a. The EMD of those service provider/s whose bid will be found successful and awarded contract will be retained by the Bank for the continuance of the contract.
- b. The EMD of the bidders, whose bid will be found unsuccessful will be returned without any interest within Three month of the process.
- c. EMD fo contractor will be forfeited who rejects the ordered work and will be black listed for next three years.

ELIGIBILITY CRITERIA:-

1. The Contractor should be a Registered body for providing services of skilled, unskilled labourers having requisite license.
2. The Bidders should be experienced in providing Facility Management Services and should have been in existence for the last 3 years.
3. The Bidder should have experience of Facility Management and Housekeeping services at Commercial Banks, Pvt. Banks, Co-operative .Banks, Government /Public Sector/ Private organizations of repute/ large hotels, Commercial Complexes, autonomous bodies with at least One (1) work order for Annual Maintenance Contract of building having minimum BUA of 1,50,000 Sq.ft. or Two (2) work orders for Annual Maintenance Contract of buildings each having minimum BUA of 1,00,000 Sq.ft. or Three (3) work orders for Annual Maintenance Contract of buildings each having minimum BUA of 50,000 Sq. ft. during last three years.
4. The average Annual Turnover during last 3 years should be at least Rs. 10.00 Lakhs per annum.
5. Profitable company during last 3 years.
6. Satisfactory service certificates should be produced from two of their existing major clients with details of contact person, Telephone No. email etc.

The Bidders should ensure and confirm that they have the entire mandatory compliance certificates/ registrations/ license under various applicable laws including labour laws applicable for the state/zone where the Bank has assigned them contract.

The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:

1. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
2. Registration certificate under Employees Provident Act, with latest proof (challans to be attached)
3. Registration under Employees State Insurance Act, with latest proof (Challahs to be attached)

4. Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed.
5. Registration GST No with copy & same.
6. Copies of audited Balance Sheets for the past 3 years.

The Bidders should have provided/providing similar services in offices of Commercial Banks, Pvt. Banks, Government /Public Sector/ Private organizations of repute/ large hotels, Commercial Complexes, autonomous bodies etc. The Bidders shall have good name, standing and professional reputation for performing similar job/ assignment. In addition they should not have defaulted in providing similar services with MSC Bank or any other establishments. The Bidders should have proper tools & tackles for providing House Keeping Services at Mumbai.

For any clarification please contact at (022) 22800582 or 22800592

TECHNICAL BID (Envelope-2)

Sr. No	Information regarding	Details to be furnished by the Bidder
1	Name & Address of the firm	
2	PAN No.	
3	Type of organization & year of incorporation.	
4	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5	Name & details of Directors/Partners/Proprietor	
6	Company Profile with year of establishment	
7	Details of offices	
8	Whether registered with Registrar of Companies, if so, number & date	
9	Registration with tax authorities (with copies of 3 years IT Returns) 1. Income Tax No. 2. GST No.	2017-2018- Rs. 2016-2017- Rs. 2015-2016- Rs.
10	Names of the Bankers with address	1. 2. 3.
11	Details of Solvency Certificate submitted	
12	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2017 (Certified copies of audited Balance Sheet and profit & loss account statement to be enclosed)	
	a) FY – 2015-16	Rs. _____
	b) FY – 2016-17	Rs. _____
	c) FY – 2017-18	Rs. _____
13	Details of the works executed by the firm during last 3 Financial years (only those works to be mentioned which qualify the eligibility criteria) Copies of satisfactory work experience obtained from the employers to be enclosed	Annexure I to be filled up

14	Registration with Government /Public Sector Undertakings/ Banks	Annexure II to be filled up
15	Organizational set up and trained man power available (Enclose the chart)	Annexure III to be filled up
16	Details of litigation / arbitration cases resulting from the contracts executed by your firm in the past or currently under execution	
17	Names along with address and telephone numbers of two organization for whom work done in the past and who are in a position to certify the past performance of your firm	
18	List of equipment's and Machineries	Annexure IV to be filled up
19	Other information applicant might like to give in support of the application	

Date:-

Signature of the authorized

Place:-

person & company seal.

ANNEXURE-I

LIST OF HOUSE KEEPING SERVICES CONTRACTS EXECUTED DURING
LAST 3 YEARS

One (1) work order for Annual Maintenance Contract of building having minimum BUA of 1,50,000 Sq. ft Or

Two (2) work orders for Annual Maintenance Contract of buildings each having minimum BUA of 1,00,000 Sq. ft Or

Three (3) work orders for Annual Maintenance Contract of buildings each having minimum BUA of 50,000 Sq. ft.

Sr. No.	Name of the Client	Supervising Authority under whom work was carried out (Name & Designation)	Work order Ref.No. & date (enclose copies)	Contract period	Contract value Rs.	Copy of work order enclosed? (Yes/No)	Remarks

ANNEXURE-II

Registration with Government /Public Sector Undertakings/ Banks for Carrying out Facility Management Services i.e. Central Labour Commissioner License, PF, ESI, etc.

Sr.No.	Name	Nature of work	Value of work	Name of the Registration authority and Date of registration

ANNEXURE-III

Organizational set up and trained man power available

Sr.No.	Name	Qualification	Experience	Works done	Employed with your firm since	Any other information
--------	------	---------------	------------	------------	-------------------------------	-----------------------

ANNEXURE - IV

List of Equipments & Machineries

Sr. No.	Description	Utilization Area	Furnish/Enclose copies of invoices

DECLARATION

1. All the above information furnished by me /us here above is correct to the best of my knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me /us as above/in the annexures.
3. I/we agree that the decision of MSC Bank Ltd in selection of the Contractors will be final and binding on me/us.
4. I/we have read the instructions appended to the pro forma and i/we understand that if any false information is detected at a later date, the empanelment/award of contract shall be cancelled at the discretion of the bank.

Signature of the Bidder

Name and designation

Seal of the firm

Place:-

Date:-

INSTRUCTION FOR SUBMISSION OF TECHNICAL BID/FINANCIAL BID

1. The scope of work covers providing House Keeping & Cleaning various premises of the Bank's in Mumbai & Vashi, Navi Mumbai.
2. The sealed cover should contain the following:-
3. **Envelop 1 (Technical Bid)** - Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty thousand only) in the D.D. favoring of The Maharashtra State Coop Bank Ltd. Head office, Mumbai D.D. of 1500/- Payable Mumbai as tender form cost.
4. **Envelop 2 (Financial Bid)** - The amount shall be quoted for items separately as per proforma given in the Financial Bid. The pro forma should be duly signed & sealed by the Bidder.

Each Bidder will be issued with one copy Technical and Financial Bid, which will contain General Terms & Conditions, Scope of Work, chemicals, materials, equipments to be used, etc. The Financial Bid of a Bidder, who will satisfy all the Eligibility Criteria, & other terms and conditions of Technical Bid, will only be open or otherwise he will be disqualified/rejected as a participant for the said Bid. The Bidder whose Financial Bid is accepted will have to enter into an agreement with the Bank as per pro forma given.

The sealed cover, containing two different covers each of Technical & Financial Bid, super scribed with the name of the work may be addressed to **Joint Manager, (GAD) 3rd floor, Sir Vithaldas Thackersey Memorial Building, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400 001**. The covers shall submitted our Bank. Bid received after the date & time specified above will be rejected. The bids shall be opened in the presence of the bidders who wish to be present on the 20/10/2018 at 2:30 pm in M.S.C. BANK, H.O. MUMBAI.

5. **Bidders shall note that only those Bids shall be considered whose EMD Amount is credited one day prior to the date of opening of tender. Bid received without prescribed EMD shall summarily be rejected.**

The EMD of unsuccessful bidders shall be returned on non-acceptance of the Bid within three months from the last date fixed for receiving the Bid or such earlier time as decided by the Bank. However, EMD of successful bidder whose tender has been accepted by the Bank shall be adjusted towards Security Deposit. The successful bidder has to deposit balance amount of Security deposit worked @ 5% of gross quoted value of the contract for the year after adjusting said EMD. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of

any invasion, refusal or delay on the part of the Successful Bidder to sign and execute the agreement for commencement of contract in case their Bid is accepted.

6. The Bidders shall submit their offers strictly in accordance with the terms and conditions of the Bid document. Any Bidder that stipulates conditions contrary to the conditions given in the Bid document is liable for rejection.
7. The Bids amount is to be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered correct. The correction and or overwriting, made in the tender documents/price bids if not authenticated, will be liable for rejection.
8. The rates quoted in the Bid shall be inclusive of all Labour, cleaning material, taxes and duties such as G.S.T.and also delivery and cost of material at site. The loading and unloading charges if any shall also be included in the quoted rates. Further rates shall be inclusive of labour charges, uniform for labour, tools and materials required for cleaning, transportation, scaffolding, insurance premium covering any risk to labour etc.
9. The Tender/Price Bids are not transferable.
10. Time is the essence of the contract and the works must be started within 15 days from the date of issue of work order. Any Bidder who disagrees with the time schedule and stipulates a longer period is liable to be rejected.
11. Access to inspect the site will be given with prior appointment up to one day prior to the last date of submission of the tender.
12. The Bid shall be signed by a person or person so authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid.
13. The Bid shall contain address, Tel. No. & Fax No. e-mail address & contact person for serving notices required to be served to the Bidder in connection with the Bid.
14. The Bid Form and the documents attached to it shall not be detached and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
15. Bidders are requested to visit the site and also carefully examine the Bid Documents, condition of contract, specifications, schedules and the frequency of work. In case there should be or appear to be any ambiguity in or discrepancy between any of the document, they should immediately refer the matter to the Bank for clarification
16. The Bank will not be responsible and will not pay for expenses, which may have been incurred, or losses to person or property suffered by any Bidder in

connection with visits to inspect the site and in the preparation of Bid for submission.

17. The Bidder (whether he submits the Bid or not) shall treat the details of the document as secret and confidential and shall not share or part with third party without prior written consent of the Bank.
18. The Bank reserves the right to adjust arithmetical or other errors in any Bid in the way that it is considers suitable. Any adjustments so made by the Bank shall be stated to the Bidders.
19. The Bank does not bind itself to accept the lowest or any Bid and has the right to accept or reject any Bid without assigning any reasons. The Bank's decision in this regard will be final, conclusive and binding on the Bidders.
20. No conditions in addition to the conditions stipulated in the Bid document will be acceptable.

I /We have read the above terms & conditions.

Date

Signature and seal of Bidder

Scope of Work

The Bank has provided high quality interiors and the Bidder should be experienced and have capability to maintain them. The scope of work would involve cleaning & wet mopping of floors, dusting of work stations, collecting and disposing of waste in municipal bins, cleaning of toilets & toilet fixtures, window glass (both from inside & outside), external cleaning of Atrium glass, entrance glass canopy, removal of stagnant water from terrace & canopies and external drainage cleaning, cleaning telephones, walls, stairs, carpets, sofas, chairs, pedestal fans, Venetian blinds, polishing of brass items, removing of cobwebs from ceilings, open terrace/terrace cleaning etc. The work also includes engaging the services of personnel for miscellaneous office works (i.e. like shifting of files, furniture, etc.), or any other service assigned to them from time to time by the Bank.

Types of Services, Frequency of Service & Penalties for non completion/unsatisfactory work, Equipments and Chemicals/Cleaning materials to be used are as under:-

I. Types of Services and their Frequency :-

A Works to be completed by 8.30 am on all working days (Except Sunday, Second & fourth and Bank Holidays)				
Sr. No.	Type of service	Frequency of service	Method	Penalties for Non Completion/ Unsatisfactory work
1	Sweeping & wet mopping of all floors H.O. Mumbai. (Annexure- A)	Daily Three times	Manually/ Mechanized	Rs.100/-
2	Collecting of waste from the waste paper basket and storage at common place, at basement. Thereafter, segregation of waste & disposing off the same outside office	Daily Once	Manually	Rs.500/-
3	Dusting & wiping of all open work stations pedestal fans, cabins including desk chairs, tables, side-units, sofas & other furniture on the floors.	Daily Once	Manually using dry & wet cloth as per requirement	Rs. 200/- per floor per day

4	Glass cleaning in passages and corridors and of cabins from inside & outside	weekly	Manually using dry & wet cloth using spray liquid cologne.	Rs. 200/- per floor per week
5	Sweeping of both internal stairs to H.O. Mumbai, & all Branches Mumbai	Daily	Manually/ Mechanized	Rs. 500/- per day
6	Cleaning of window glasses from inside as well as outside all around the building	weekly	Manually using necessary tools and cleaning materials	Rs. 500/- per week
7	Sweeping & wet mopping of Atrium, Entrance Lobbies, Lift Lobbies H.O. & Vashi, Navi Mumbai.	Daily	Manually using necessary tools and cleaning materials	Rs. 500/- per day
8	Branches (Annexure – B)			

B Work to be carried out daily at different intervals (Excluding Sundays and Bank Holidays)				
Sr. No.	Type of service	Frequency of service	Method	Penalties for Non Completion/ Unsatisfactory work
1	<p>Cleaning of Pantry and Toilets along</p> <p>with toilet fixtures such as urinal, washbasins, W.C., mirror, lights, doors, dustbins, buckets, mugs in the toilet etc. Removing of cobwebs from ceilings, Scrubbing of all walls and floor in the toilet thoroughly in the morning and thereafter every hour and when necessary check should be maintained to keep the toilet clean and dry. Soap containers fitted in the toilets should be filled every day with Homacol/any branded liquid soap like Dettol, Lifebuoy etc.</p>	<p>Daily (before 8.30 AM)</p> <p>In addition to above as and when instructed by Care Taker of Bank</p>	<p>scrubbing</p> <p>/washing toilets with appropriate cleaning material/machines, wet & dry wiping manually/mechanically with soap solution spray cologne</p>	<p>Rs. 200/- per floor (Toilets) service per toilet</p>
2	<p>Cleaning/Sweeping & Wet mopping all lift cars including Lifts (Floors & Walls), Lift lobbies, etc.</p>	<p>Every week Once (before 8.30 AM)</p>	<p>scrubbing</p> <p>/washing with appropriate cleaning material/machines, wet & dry wiping manually/mechanically</p>	<p>Rs. 200/- per service per lift</p>

		anically with soap solution spray cologne	
--	--	---	--

C				
Work to be carried out on Periodical Basis				
Sr.	Type of service	Frequency of service	Method	Penalties for Non Completion/ Unsatisfactory work
1	Scrubbing and washing of stairs & removing pan stains if any from the corners	Weekly Once	Manually/ Mechanically as the circumstances may demand	Rs. 500 per week
2	Removing of cobwebs from the walls/ceiling etc. Daily check is to be maintained.	Fortnightly Once	Manually/ Mechanized as the circumstances may demand	Rs. 500 per fortnight
3	Dry vacuum cleaning.	Monthly Once	Mechanized vacuuming	Rs. 500 per Month
4	Scrubbing & cleaning of Atrium, Entrance Lobbies, Lift Lobbies on Ground floor	Monthly Once	Mechanized Cleaning	Rs. 500 per month
5				
	Type of service	Frequency of service	Method	Penalties for Non Completion/ Unsatisfactory work
6	Dusting, cleaning etc. of roller/Vertical blinds to keep them in working condition throughout the year	Monthly Once	Manually using dry & wet cloth & liquid detergent	Rs. 100 per floor per month

7	Maintenance of Glass Windows and Façade			
7.1	Cleaning of Internal and External surface of Glasses and External Granite surface	Monthly Once	Manually using necessary tools and cleaning materials In addition safety belts and other security arrangements.	Rs. 1000 per floor per month Rs. 500 per floor per month during monsoon
7.2	External cleaning of Atrium Skylights Glass, Entrance Glass Canopy, Glass Canopy to Basement ramp.	Fortnightly Once	Manually using necessary tools and cleaning materials. In addition safety belts and other security arrangements.	Rs.500 per fortnight
8	Cleaning of Underground water tank	Half yearly once	Machanized Cleaning	Rs.4000/- Half yearly
9	Cleaning of Roof Top water tank	Half yearly once	Machanized Cleaning	Rs.4000/- Half yearly

Note:-

The Bidder shall ensure quality work in planned and time bound manner. The standard of cleaning material, tools and tackles, machinery/equipment and deployment of manpower for carrying out housekeeping work shall be to the satisfaction of Concern Officers of Bank supervising the work. Whenever the quality of the Housekeeping and Facility Management Services /maintenance rendered are below standard, the Bank at its own discretion will impose penalties as mentioned in this TENDER documents and recover/adjust the amount from the monthly bill/Security Deposit.

The Service Provider shall provide at his own cost, all the cleaning materials including disinfectants, equipment's, tools etc. required for the work. The Cleaning materials include, the following items, which shall be, of standard quality and shall not pose any health hazard to the occupants.

- I. Detergent /Dish Wash Liquid,
- II. Naphthalene Balls,
- III. Phenyl,
- IV. Bleaching powder,
- V. Toilet Cleaner / Disinfectant (harpic Brand),
- VI. Liquid hand Wash (Lifebouy/ Dettol Brand),
- VII. Cleaning Dusters,
- VIII. Soft Dusters,
- IX. Garbage Bags,
- X. Vacuum Cleaner,
- XI. Brooms,
- XII. Mops
- XIII. Buckets,
- XIV. Mugs etc.
- XV. Any other Cleaning Material// items that may be required.

GENERAL TERMS AND CONDITIONS OF TECHNICAL BID

1. The Successful Bidder shall attend to all emergency calls relating to assigned works promptly and in time bound manner. The cleaning will have to be done as per frequency mentioned in scope of work. If required, the cleaning will have to be done more frequently for proper House Keeping and Facility Management Services on the instruction of the officer in charge/Care Taker of Bank for which no extra payment shall be paid.
2. The Successful Bidder will have to work in close coordination with the Bank's subordinate working in various Departments related to House Keeping & Facility Management Services work and they (Bank's Official) may modify working schedule/time as per the convenience of the Bank, if required. No extra claim whatsoever on this account shall be entertained.
3. The area of building/M.S.C.BANK will be 152228.45 Square feet of This will not be subject to change and shall remain firm for the purpose of billing. Bidder has to visit the site and assess manpower, material, equipment, machinery, etc. strictly as per requirement of site irrespective of the area indicated or any variation thereof. Any dispute in the area/s stated will not be entertained.
4. The Successful Bidder shall have to arrange the required cleaning equipment/ machines/ chemicals etc. for House Keeping & Facility Management Services at site within 7 days from the date of receipt of written letter of intent/work order from the Bank. All materials/ chemicals brought to the site shall be protected suitably to avoid any damage during transportation, loading/unloading, weather conditions etc.
5. The Successful Bidder will have to bring cleaning materials, chemicals and equipment, required for cleaning in advance for each month at his own cost at the site and keep it in their safe custody. The chemical /material to be used must be eco-friendly & biodegradable manufactured by reputed firms as indicated in the tender above. In case, it is observed the cleaning material used is of inferior quality or insufficient in quantity, the Bank shall reserve the right to purchase the same itself and deduct the cost thereof out of the monthly bill payable to the Successful Bidder.
6. The Successful Bidder shall arrange for collection and removal of garbage from the bins in the premises, pantries & the surrounding area outside the office building at M.S.C.BANK Daily The same shall be segregated & dispose off as per MMRDA guidelines/rules at their own cost and shall not be stacked/ dumped even temporarily within the building or the surrounding premises. The Successful Bidder shall store the cleaning material and equipments in proper organized manner at site after the execution of work.

7. The Successful Bidder shall be responsible for the safety and security of all the internal items such as furniture, equipment, fixtures etc. The Bank will recover the cost of any damage to the Bank's property from Successful Bidder's Security Deposit.
8. The Housekeeping supervisor shall maintain daily log sheets for the work and produce the same along with the bills every month while claiming the payment for the contract.
9. **Successful Bidder's Employees**
 - (i) For the purpose of this Housekeeping and Facility Management Services contract, the Successful Bidder shall deploy sufficient personnel for all types of services for an approximate 152228.45 Sq. ft. to carry out the works strictly as per stipulated frequency/time mentioned in the scope of work earlier.
 - (ii) The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks. The Successful Bidder should provide necessary uniform to their Housekeeping and Facility Management Services staff at their own cost. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder. The personnel employed by the Successful Bidder shall compulsorily wear uniform while on duty and shall always carry his / her Identity Cards.
 - (iii) In addition to the above, Two (2) supervisors with minimum five-year relevant work experience in Housekeeping and Facility Management Services is to be appointed as overall in charge of premises where the House Keeping & Facilities Management Services and other works are to be carried out & he shall co-ordinate and report to the concern officer in charge or Care Taker of the Bank. Both supervisors shall be available in M.S.C.BANK office premises at Mumbai & Vashi Navi Mumbai. at all times from the time of commencement of work (i.e. 7:00 am) till completion of all the works on that day as per the requirement of office/contract/Bank and shall be in uniform provided by the Agency.
 - (iv) The Successful Bidder shall be responsible for the payment of wages / dues to its employees. All liabilities arising out of violation of any local and Central Laws shall be the responsibility of the Successful Bidder without encroaching upon the rights and liabilities upon the Bank in any manner.
 - (v) If the works are not completed as per schedule deductions/penalties will be levied as indicated in scope of work.

- (vi) The workmen of the Successful Bidder should be conversant in Local Language Marathi / Hindi. The Supervisor of the Successful Bidder shall have full control over the employees engaged by the Successful Bidder. It shall be his duty to give necessary guidance and directions to the workmen to carry out the jobs assigned to them effectively. The Successful Bidder should rotate their staff at least once in six months with equally trained and experienced people.
- (vii) The Successful Bidder should take all precautionary measures to ensure the safety of the workmen employed by it and the Bank shall not be responsible in case of any eventuality.
- (viii) Depending upon the exigencies and the requirements of the Bank the working hours and days of the workmen engaged by the Successful Bidder will be suitably adjusted. In case of absenteeism on day by the personnel engaged, the Bank reserves the right to deploy any other person to get the work done. The amount to be deducted as penalty under such event for non completion of each/frequency of service are given above in the scope of work.
- (ix) The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Bank In-charge and nothing extra shall be paid on this account.
- (x) The Bank reserves the right to reject any particular workmen/staff placed/employed under the contract with the Bank without assigning any reason. In case Successful Bidder fails to take action against the defaulter, the Bank reserves the right to take suitable/legal action against the Successful Bidder and the workmen staff concerned.
- (xi) As the agreement entered with Successful Bidder is service agreement the Successful Bidder shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable under any consequences.
- (xii) Successful Bidder shall be solely responsible for accommodation, remuneration, omissions / commissions of personnel deployed at the Bank's Office.

- (xiii) Permanent addresses of all staff members along with references about their conduct from two persons residing in his/her area of living shall be produced by the Successful Bidder to the Bank, before deployment so as to enable the Bank to locate them as and when required.
- (xiv) The Successful Bidder shall conduct his work so as not to interfere with or hinder with the operations of the Bank. He shall arrange his work with that of the other Successful Bidder in an acceptable and co-ordinate manner and shall perform it in proper sequence to the complete satisfaction of Officer-In-charge of the Bank. Utmost care shall be taken to keep the noise level to the minimum so that no disturbance as far as possible is caused to the people nearby.
- (xv) The contract for Housekeeping and Facility Management Services would be for a period of 3 years as per the quoted rates [i.e. per square feet/per month for a fixed total area of 152228.45 sq.ft. for the entire M.S.C. Bank office premises at Mumbai & Navi Mumbai from the date of acceptance of the price bid. However, the initial contract for Facility Management Service work shall be awarded by the Bank for a period of one year that may be further extended and renewed for consecutive two years (for each year separately) based on the quoted lowest rates for all the three years depending upon the satisfactory performance of the Agency, solely at the discretion of the Bank. In other words, the rates for the assigned work shall remain unchanged during the entire period of said three years. Extension of contract in favour of the successful Bidder, after first and second year, shall be considered subject to following:
- a. Satisfactory performance by the Successful Bidder during previous year/s
 - b. Same terms and conditions upon renewal of License by the Successful Bidder on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition) Act, 1970.
- (xvii) There shall be no escalation in cost during the period of the contract. In case the Successful Bidder fails to renew the contract during two years after initial period of one year, the entire Security Deposit shall be forfeited.

12. Successful Bidders Responsibility-Licenses and Registrations

- (i) The Successful Bidder should possess the requisite license under Contract Labour (R&A) Act issued by the Central Labour Commissioner for running the establishment at its own cost. The Bank shall not be responsible in any way for any breach by the Successful Bidder of the rules and regulations governing the running of such establishments. The Successful Bidder shall register with the Registrar of concerned Central Labour Commissioner, Government of India (Ministry of Labour). Successful Bidder shall follow all rules and regulations and other Statutory Acts/Regulations relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESIC etc. Successful Bidder shall indemnify the Bank as principal employer against risks and damages arising out of the default on the part of Bidder due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government of India/Government of Maharashtra and other Statutory authorities from time to time. In case of fresh notification issued by the Government relating to Section 10 of CL(R&A) 1970, the contract would be discontinued forthwith and no compensation will be payable to the Successful Bidder.
- (ii) The Successful Bidder must comply with all the legal direction and orders of the central /local / public authority or municipality and abide by their rules and regulations and pay all fees and charges for which they may be liable.
- (iii) It may be noted by the Successful Bidder and brought to the notice of his workmen that this is purely a contract work and the workmen /employees, employed by him are carrying out an annual contract and it does not entail them to seek employment / job opportunity for him or his workers in the Bank at any point of time.

13. Tenancy rights

- (i) The Successful Bidder shall be given a suitable place during the contract period for storing the material required to provide the service to the Bank as per the contract. The place so provided should be used only for the performance of the duties under the contract and not for any other purpose and only for the period till the contract is in force. The place should be vacated at once when the Contract is terminated / ended. Storage of materials at site would be at Successful Bidder's risk.
- (ii) Nothing herein contained shall be construed to create any tenancy in Successful Bidder's favour of the Premises at the Bank Offices and other service areas at the Bank. On termination of this Housekeeping and Facility Management Services contract, Bank can re-enter and retake possession of the Premises serviced by the Successful Bidder under this contract. The Successful Bidder shall not assign or transfer howsoever the benefit or burden of the Housekeeping and Facility Management Services contract to any person or concern. Workers / labourers / Housekeeping and Facility Management Services.

14. **Delay in the successful Bidder's performance:** Performance of the Contract shall be made by the successful Bidder strictly in accordance with the time schedule specified by the Bank. Time is the essence of Contract. Any delay by the successful Bidder in the performance of its contractual obligations, which the Bank in its sole discretion may adjudge, shall render the successful Bidder liable to any or all the following sanctions:

- i. Forfeiture of its EMD / Security Deposit/performance guarantee / performance security
- ii. Imposition of liquidated damages/penalty, and/or
- iii. Termination of the Contract for default

If, at any time during performance of the Contract, the successful Bidder encounter conditions impeding timely completion of the service(s) under the Contract and performance of service(s), the successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the successful Bidder notice, the Bank shall evaluate the situation and may at its sole discretion extend the successful Bidder time for performance, in which case, the extension shall be ratified by the Parties by amendment of the Contract.

15. Standard of Performance

The successful Bidder shall perform the service(s) and carry out its obligations under the Contract/ this Tender with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies. The successful Bidder shall safeguard MSC Bank's legitimate interests in any dealing with third parties.

16. The successful Bidder shall execute and furnish to MSC Bank, a deed of indemnity in favour of the MSC Bank in a form and manner, as given in Annexure-I, indemnifying the Bank its directors, employees, agents, its affiliates, subsidiaries, successors, assigns and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period. The provisions under this clause shall survive the termination of the Contract.

17. The Service(s) of the successful Bidder herein shall not be construed as any agency of MSC Bank and there shall be no principal agency relationship between MSC Bank and the successful Bidder in this regard.

18. No Set-off, counter-claim and cross claims:

In case the successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and /or otherwise will be available to the successful Bidder. However, the Bank shall have such rights against the successful Bidder.

19. Representations and Warranties:

In order to induce the Bank to enter into the Contract, the Successful Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- a) That the Successful Bidder is an individual/ sole proprietorship firm/ partnership firm/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by the Bank.
- b) That the Successful Bidder is not involved in any major litigation and no litigation or investigation is threatened against the Successful Bidder. That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the Contract.
- c) That the representations made by the Successful Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and this Tender and unless the Bank specifies to the contrary, the Successful Bidder shall be bound by all the terms of the Bid. The Successful Bidder has not suppressed any information, which is within the knowledge of the Successful Bidder.
- d) That the Successful Bidder meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing / rendering all such service(s) as are necessary to perform its obligations under the Bid and this Contract.
- e) That all the representations and warranties as have been made by the Successful Bidder with respect to its Bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.

- f) That the Successful Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- g) That all the conditions precedent under the Contract has been complied.
- h) That neither the execution and delivery by the Successful Bidder of the Contract nor the Successful Bidders compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Successful Bidder (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Successful Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Constitutional Documents (if applicable) of the Successful Bidder.
- i) That the Successful Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or service(s).

20. Relationship between the Parties:

No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

MSC Bank has no obligation to the successful Bidder's except as agreed under the terms of the Contract.

All employees/personnel/ representatives/agents etc., engaged by the successful Bidder for performing its obligations under the Contract/Tender shall be in sole employment of the successful Bidder and the successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall MSC Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the successful Bidder.

The successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless MSC Bank first gives the successful Bidder its prior written consent

21.No Assignment

The Contract cannot be transferred or assigned by the successful Bidder without the prior written approval of MSC Bank.

22. Entire Contract

The terms and conditions laid down in this Tender/the Contract and all annexure thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

23. Termination of the Contract

- (i) The Bank may terminate the contract by issuing one months notice to the Successful Bidder without showing any reason whatsoever. In the event of instances of unsatisfactory service, gross miss behaviour, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the Successful Bidder or by any staff of the Successful Bidder, the Bank may forthwith/instantly terminate this contract without any previous notice or showing any reason whatsoever to the Successful Bidder and the Successful Bidder shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination. The Security Deposit kept with Bank will automatically stands forfeited under such circumstances without any further correspondence/intimation in the matter.

- (ii) On the termination of the contract, the Successful Bidder & its employees/workmen shall peacefully vacate the premises and handover to the Bank all articles, equipment, furniture and other fixtures belonging to the Bank and other material entrusted in its custody and shall remove all its stores and effects immediately. In case of default the Bank shall be entitled to enter into and take possession of the Bank's Premises block and lock up the same or remove its stores or their effects wherever lying and to dispose of the same by sale or otherwise without being liable for any damage. Failure to exercise the Bank's rights, any omission on the part of the Bank at any time to exercise any of its rights under the terms of the Housekeeping and Facility Management Services contract shall in no way impair or effect to the validity of the terms and the rights of the Bank to enforce its rights at any time subsequently.

(iii) Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MSC Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor of successful Bidder to take over the obligations of the erstwhile successful Bidder in relation to the execution/continued execution of the scope of the Contract.
- b. In the event of termination of the Contract due to efflux of time where the term is not extended by MSC Bank, the successful Bidder shall be obliged to provide all

such assistance to the next successor Successful Bidder or any other person as may be required and as MSC Bank may specify including training, where the successor(s) is a representative/personnel of MSC Bank, to enable the successor to provide adequately the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- c. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the successful Bidder or due to the fact that the survival of the successful Bidder as an independent corporate entity is threatened/has ceased, MSC Bank shall pay the successful Bidder for that part of the Service(s) which have been authorized by MSC Bank and satisfactorily performed by the successful Bidder up to the date of termination. Without prejudice to any other rights, MSC Bank may retain such amounts from the payment due and payable by MSC Bank to the successful Bidder as may be required to offset any losses caused to MSC Bank as a result of any act/omissions of the successful Bidder. In case of any loss or damage due to default on the part of the successful Bidder in performing service(s) or any failure to perform any of its obligations under the Contract, the successful Bidder shall compensate MSC Bank for any such loss, damages or other costs, incurred by MSC Bank. Additionally, the sub Bidder (if any) other members of its team shall continue to perform all its obligations and responsibilities under the Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All permitted third parties shall continue to perform all / any functions as stipulated by MSC Bank and as may be proper and necessary to execute the Service(s) under the Contract in terms of the successful Bidder's bid and the Contract.
- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e. In the event of termination of this Contract for any reason whatsoever, MSC Bank shall have the right to publicize such termination to caution the customers/public from dealing with the successful Bidder.

24.Settlement of Bills

The Bank will fix the lowest rate (i.e. per square feet per month) on the basis of competitive bidding and enter into service agreement with the lowest vendor and release monthly payment to the vendor after completion of Housekeeping and Facility Management Services work satisfactorily based on rates quoted for each of the year separately at the time of tender for 152228.45 Sq. ft. of the building.

The rate quoted per square feet per month is inclusive of all the types of services and their frequencies(i.e. irrespective of types of services and their frequencies which may be

daily/monthly/Quarterly/etc.). No separate payment will be made for any type of the services and frequencies indicated in scope of work ie. Carpet Cleaning, Window glass cleaning, cleaning of driveway and parking outside the premises, etc. Successful Bidder has take into account of all these services while quoting his rates per sq. ft./per month for 152228.45 square feet of Built Up area considered for the purpose of billing, which shall also include all statutory taxes, minimum wages (as per Central Labour Wages Act), transportation, insurance, cleaning material, profit & overheads, etc.

The Successful Bidder shall submit the bills for every month separately. The payments shall be made, subject to production of copies of PF, ESIC, Service tax paid challans for processing the bill of next month, within 10 days from the date of submission of the bills, subject to the bill being in order. While making such payment the Bank shall make the following deductions.

- i) Income-tax or any other tax deduction at source as per the Government rules.
- ii) The amount equivalent to any damages/loss etc. caused to the Bank by the workmen/employees of the Successful Bidder.
- iii) Any other charges, penalties and other deduction etc indicated in scope of work.
- iv) The Bank reserves right to correct arithmetical errors or other errors in the matter in which the Bank consider suitable and deem fit. This adjustment shall be acceptable to and binding upon the Successful Bidder.

25.Dispute resolution

The Bank and the successful Bidder shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within [30] (Thirty) days of receipt of the notice.
- b. The matter will be referred for negotiation between DGM(GAD) or any other officer designated by him of MSC Bank and Authorized representative of the successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of [90] (Ninety) days.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Bank shall appoint sole arbitrator and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai alone shall have the

jurisdiction in respect of all matters connected with the Contract. 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.

The successful Bidder shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue, at the sole discretion of MSC Bank, to render the service(s) in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section shall survive the Contract.

26. Security Deposit

The service provider submitting quotation for 3 years has submit EMD of Rs.50,000/- payable through DD of any Scheduled Bank favouring **The Maharashtra State Co-op. Bank Ltd.**, payable at Mumbai. Demand Drafts of **EMD** should be enclosed with the Technical bid. Technical bid not supported by EMD will be liable to be rejected. The demand drafts of EMD deposited with tender will be treated as under:-

- a. The EMD of those service provider/s whose bid will be found successful and awarded contract will be retained by the Bank for the continuance of the contract.
- b. The EMD of the bidders, whose bid will be found unsuccessful will be returned without any interest within Three month of the process.
- c. EMD fo contractor will be forfeited who rejects the ordered work and will be black listed for next three years.

27. 'NO CLAIM' Certificate

The successful Bidder shall not be entitled to make any claim, whatsoever, against the Bank, under or by virtue of or arising out of, the Contract, nor shall the Bank entertain or consider any such claim, if made by the successful Bidder after he has signed a „No Claim“ Certificate in favour of the Bank in such forms as shall be required by the Bank after the delivery/ performance of service(s) are finally accepted.

28.Governing Law

The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by the laws of Republic of India.

29.Jurisdiction of Courts

The courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to the Contract/this Tender.

30.DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID (Copies)

1. Receipt of Earnest Money Deposit

2. License from **Labour Commissioner** to employ contract labour under the Contract Labour Act
3. Registration certificate under **Employees Provident Fund** Act (challans to be attached)
4. Registration under **Employees State Insurance** Act, (challans to be attached)
5. Copy of Latest **Income tax clearance** certificate and PAN Card of the Successful Bidder
6. Registration under **GST**
7. Copies of **Balance Sheets** for the past 3 years
8. Work Experience certificate/Work Orders/Work completion certificate

AGREEMENT

THIS AGREEMENT made at Mumbai on ___ day of _____, _____ BETWEEN MSC Bank Limited, a Bank registered under the Companies Act, 1956 (1 of 1956) and a "Banking Company" within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at THE MSC BANK, FORT, H.O. Mumbai-400001, in the State of Maharashtra (hereinafter referred to as "the Bank"), which expression shall, unless repugnant to the context, mean and include its successors and assigns, of the One Part and

M/s. _____,

(hereinafter called "The Successful Bidder") which expression shall unless repugnant to the context or to the meaning thereof be deemed to include their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

The Bank and the Successful Bidder are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Successful Bidder has approached the Bank and expressed and represented that they are having expertise in undertaking job contract for performing the job of House Keeping other incidental and related jobs in respect of the concerned industry hereinafter referred as "Said Job/the services(s)".

AND WHEREAS the Bank relying upon the representations and warranties made by the Successful Bidder has accepted its Bid for rendering the Said Job/the service(s), which requires specialized and incidental services, which can be provided by an expert like the Successful Bidder for the sum of Rs.[•] (Contract Price in Words and Figures) (hereinafter called "the Contract Price") and awarded the Contract of House Keeping & Facilities Management Service at MSC BANK office premises at MUMBAI & NAVI MUMBAI, M.S.C. Bank Ltd., _____ address) on the terms and conditions hereinafter appearing.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender.

The Tender together with all Annexure, Schedules and Forms of Tender amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of these presents. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

In consideration of the payment of the Contract Price in accordance and subject to terms and conditions contained in Tender by the Bank to the Successful Bidder, the Successful Bidder hereby agrees and covenants with MSC Bank to provide/render/deliver Said Job/the service(s) and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

The Bank hereby agrees and covenants to pay the Successful Bidder in consideration of the Job/service(s) and the remedying of defects, if any therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

It is hereby agreed by and between the parties as under:-

1. The Successful Bidder agrees and undertakes to carry on all the jobs as per

Annexure "A"

1A) The Successful Bidder at all times will ensure the following:

- a) The personnel deputed at the work premises have adequate knowledge and experiences of the work involved, and are punctual and disciplined in all manners.
- b) The person deputed by the Successful Bidder should not suffer from any infectious disease and should be able-bodied person.
- c) Replacement of personnel.
- d) Adequate provision of reliever.
- e) All personnel while on duty carry identity card provided by the Successful Bidder.
- f) Compliance of all the Laws, Rules and Regulations applicable.
- g) Obtaining of permission or license from Competent Authorities, if and where applicable.
- h) Implementation of various functions listed under the title „Scope of Service's with proper supervision.
- i) To permit the Bank to hold or deduct the amount from bill for non- performance or part performance or failure to discharge obligations under this Agreement.
- j) Peaceful removal of personnel on expiry of contract with the Bank or on termination of the Contract and handing over the charge.
- k) To ensure that all his personnel report for duty only in full uniform.
- l) To ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.
- m) To ensure that his personnel are courteous towards staff and officers of the Bank, its Customers, visitors and guests at all times.

1B) NUMERICAL STRENGTH OF PERSONNEL

The number of personnel to be deputed by the Successful Bidder at the Bank /

Client's work premises and their minimum hours of work, days of work and shift schedule will be solely decided by the Successful Bidder. However the Successful Bidder shall ensure that at all times sufficient number are available for duty in the

Bank's premises for effective maintenance of House Keeping & Facility Management Services.

1. For carrying out the said jobs the Successful Bidder will be paid by the Bank charges the details of which are as shown in Annexure „B“.
2. The Successful Bidder shall comply with the provisions of all Labour Laws, which are applicable to „the Successful Bidder” or his employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The Successful Bidder will furnish proof of compliance of all Labour laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, etc. within 10 days of the statutory time limit allowed under the respective Acts.
4. The Successful Bidder shall indemnify the Bank from all liabilities arising out of any payment made by the Bank to Government (Central/State, Semi- Government) statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of his employees or in respect of any claims made by the Successful Bidder' employees against the Bank. The Successful Bidder shall also indemnify the Bank from all liabilities arising out of poor/unsatisfactory performance of its employees made by the clients on the Bank.
5. It is clearly understood that the Successful Bidder's employees shall not have any employee-employer or master-servant relationship with the Bank.
6. The Successful Bidder shall be responsible for all acts done by the Workmen / Employee engaged by him and for maintenance of proper discipline by his workmen / employee at the premises of the Bank. The Successful Bidder shall also be responsible for maintenance or proper records as required under the provisions of various Labour Laws applicable to the Successful Bidder and contract employees.
7. In the event, any damage is caused to the movable or immovable property of the Bank or its client or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Successful Bidder or from the amount payable to the Successful Bidder by the Bank and the remaining amount, if any, by way of civil damages.
8. The Successful Bidder agrees and covenants not to use the Trademark and/or trade name of the Bank or letterheads of the Bank nor the Successful Bidder will hold himself as an agent of the Bank. The relationship between the Successful Bidder and the Bank being a principal to principal basis.
9. The Successful Bidder shall not use the Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Company or person and no tenancy shall be created by the presence of his workmen / employee on the Bank's premises.
10. The Contract is valid for a period of one year commencing from

1 Nov. 2018 to 31 Oct. 2019 or such period as intimated to the Successful Bidder at least 15 days in advance and thereafter it will come to an end by efflux of time unless it is renewed in writing by the parties. The above period can be extended on mutually agreed terms.

11. During the above period of Contract, either party shall have the right to terminate this agreement by giving to the other 90 days previous notice in writing and without assigning any reason whatsoever and Bank may also terminate this contract in writing by giving 30 days notice in the following instances:
 - a) Failure by the Successful Bidder to meet deadlines for performance of services or failing to meet the standards required by the Bank in the performing of services.
 - b) Insolvency or bankruptcy of the Successful Bidder.
 - c) Change of ownership of the business of the Successful Bidder
12. On termination and/or determination of this agreement, as aforesaid, the Successful Bidder shall forthwith withdraw/remove himself and his employees, without assigning any reason.
13. Successful Bidder will not cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the Bank.
14. The Successful Bidder guarantees that he / she is competent to carry out the services which he / she has undertaken in this contract. Any material misrepresentation shall lead to summary termination of this agreement.
15. The Successful Bidder acknowledges that during the relationship with the Bank, the Successful Bidder may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of the Bank.
16. The Successful Bidder consequently agrees that during the period of performing services and subsequent thereto, the Successful Bidder will not disclose to others or make use of directly or indirectly, any confidential information of the Bank or confidential information of a client of the Bank or of others who have disclosed it to the Bank under conditions of confidentiality, unless for a purpose authorized by the Bank. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Successful Bidder is to obtain a ruling in writing from the Bank and is to abide by it.
17. The Successful Bidder shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He / she further undertakes to notify the Bank immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Bank in regaining of such material and mitigating the loss to the Bank there from.

18. For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.

19. **Inspection/ Audit**

- (a) The Bank shall at all reasonable times have access to any site where the Successful Bidder are performing any of the said Job/the Service(s) and such person shall have the right to inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.
- (b) The Successful Bidder shall, co-operate with the Bank's, internal or external auditor to assure a prompt and accurate audit. The Successful Bidder shall also co-operate in good faith with the Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Bank's audit report. Such audits or reviews will be at the expenses of the Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Successful Bidder shall be bound and liable to reimburse to the Bank such discrepancies or overcharges and for the cost of the audit.

20. **Compliance with Regulatory requirements**

The Bank / Successful Bidder shall individually obtain the necessary regulatory and statutory approvals from the other regulatory/statutory bodies, if any required, for said Job/the service(s). Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the regulatory body shall be promptly responded to by the concerned Party. The Successful Bidder undertakes to comply all the statutory and regulatory requirements under the Applicable Laws in connection with said Job/the service(s) including Labour and Industrial Laws.

21. Statutory Requirements and Right of inspection by Regulatory Authority

- a) The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators (including RBI) and competent authority from time to time. During the tenure of the Agreement nothing shall be done by the Successful Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter – alia customs, foreign exchange, etc., and shall keep the Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.
- b) During the tenure of the Agreement, Reserve Bank of India (RBI) or one or more of its officers or any person authorized by it shall have the right to inspect the books and account of the Successful Bidder including but not limited to the documents provided by the Bank, record of transactions, and other necessary information given to, stored or processed by the Successful Bidder within a reasonable time. The Successful Bidder shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.

c) The Successful Bidder shall ensure that it has a contingency plan in place for its business continuity by having a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The same shall be periodically tested by the Successful Bidder. The Bank may also consider occasional joint testing and recovery exercise with the Successful Bidder.

22. In case of any dispute or difference arising out of or under this agreement, the same shall be referred to the arbitrator appointed by the Bank.

ADDRESS FOR THE PURPOSE OF SERVICE: All communications between the Bank and Successful Bidder shall be deemed to have effectively served if addressed to the following Address:-

ADDRESS OF BANK **THE MAHARASHTRA STATE CO-OP. BANK LTD.,**
MUMBAI.
(Incorporating The Vidarbha Co-op. Bank Ltd.)
 Sir Vithaldas Thackersey Memorial Building,
 9, Maharashtra Chamber of Commerce Lane,
 Fort, Mumbai - 400 001. _____

ADDRESS OF
SUCCESSFUL BIDDER _____

Any change in the above address of either of the party shall be intimated to the other party in writing within seven days of such change either by Hand Delivery or by Reg. A.D. If no such change is intimated, service at the above address will be deemed as proper service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS THE DAY AND YEAR ABOVE WRITTEN.

Signed, sealed and delivered by the within FOR MSC BANK LTD., named
(_____)

Signed, sealed and delivered by the within FOR _____
named
(_____)

ANNEXURE – A

List of jobs/services to be carried out by the Successful Bidder

1. Housekeeping

ANNEXURE – B

Particulars of Successful Bidder's charges

Area per Sq. Feet =

Rate per Sq. Feet per month =

Charges payable per month =

THE MAHARASHTRA STATE CO-OP. BANK LTD., MUMBAI
(Incorporating The Vidarbha Co-op. Bank Ltd.)
Scheduled Bank

Envelope No II

FINANCIAL BID

NAME OF THE WORK: Annual Maintenance Contract for providing
Housekeeping Services at the MSC BANK

NAME OF THE BIDDER:

ADDRESS:.....

.....

.....

(Envelope- 2)**FINANCIAL BID**

Area statement of the Bank Premises

SR NO	FLOOR	Area in Sq.ft
1	Head Office, Mumbai	31888
2	Bennet House	11240
3	Pipson Godown	3972
4	Oricon House	2200
5	Y.C.P.	6800
6	Administrative office, Vashi	62288
7	Turbhe Godown	5340
8	Branches (Annexure – B)	28500.45
	TOTAL-	152228.45

I. FINANCIAL BID**II. First Year of Contract:**

Sr No	Description of work	Unit	Total Built Up Area of Building	Rate/Square feet per month in Rs.	Amount per month in Rs.	Amount per annum for the 1st year in Rs.
1	House Keeping and Facility Management services for MSC Bank's Head Office as per scope of work given in Technical Bid(Volume I) of Tender for fixed carpet area of 152507.45 Sq. Ft.	Per Sq.ft.	152228.45 Sq.ft.			

I/We have carefully studied tender document and places required to be served. We have also understood the scope of work, services to be provided, materials, chemicals etc indicated in the tender to be used for cleaning Rates quoted will be for a fixed area of

152228.45 square feet of and will not be subject to joint measurement for any claim for variation. all types of services and their frequencies indicated in scope of work of technical bid, cost of Chemicals/Cleaning materials, Equipments, GST and any other applicable taxes for the contract is inclusive.

Signature of the Bidder with Seal

General Terms And Conditions For Financial Bid

1. The Bids with correction and or overwriting, if not authenticated, will be liable for rejection.
2. The Price Bid amount is to be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in figures, the prices written in the words shall be considered to be correct.
3. For the purpose of this Housekeeping and Facility Management Services contract, the Bidder shall deploy sufficient personnel for all types of services for an approximate area of 152228.45 Sq. Ft. of excluding Currency Chest area in lower basement mentioned in scope of work for carrying out the works strictly as per stipulated frequency/time. The area will not be subject to change and shall remain firm for the purpose of billing. Bidder has to visit the site and assess manpower, material, equipment, machinery, etc. strictly as per requirement of site irrespective of the area indicated or any variation thereof. Any dispute in the area/s stated will not be entertained.
4. The rate quoted per square feet per month is inclusive of all the types of services and their frequencies (ie irrespective of types of services and their frequencies which may be Daily/Monthly/Quarterly/etc.). No separate payment will be made for any type of the services and frequencies indicated in scope of work ie. Carpet Cleaning, Window glass cleaning, cleaning of driveway and parking outside the premises, etc. Bidder has take into account of all these services while quoting his rates per Sq. Ft./per month for 152228.45 Sq. Ft. considered for the purpose of billing.
5. The Bidders shall submit their offers strictly in accordance with the terms & conditions of the Bid document. Any Bidder that stipulates conditions contrary to the conditions given in the Bid document is **liable for rejection**.
6. The rates quoted shall also be inclusive of tackles, chemicals and materials required for cleaning, G.S.T. charges, Any other applicable tax as per statute, Transportation, Loading/Unloading of materials, Insurance premium covering any risk to labour etc

7. The rates quoted shall be valid for 1 years as indicated in the Proforma. There shall be no escalation in cost (i.e. due to increase in minimum wages, tax, etc.) during the period of the contract other than the rates quoted by the Bidders for each of the years indicated in the tender.
8. Bidders shall complete the Price Bid form and shall initial each page of the document.
9. Time is the essence of the contract and the works must be started within 15 days from the date of issue of work order. Any Bidder who disagrees with the time schedule and stipulates a longer period is liable to be rejected.
10. Before quoting the rates, Bidders are requested to visit and examine the site carefully where the Housekeeping Services has to be carried out. They should also carefully examine the Bid Documents, Conditions of Contract and Specification in regard to scope of work, schedules and the frequency of work, chemical /material to be used. In case there should be or appear to be any ambiguity in or discrepancy between any of the document, they should immediately refer the matter to the Bank for clarification.
11. Access to inspect the site will be given with prior appointment up to one day prior to the last date of submission of the tender.
12. The Price Bid is not transferable.
13. The Bank does not bind itself to accept the lowest or any Bid and has the right to accept or reject any Bid without assigning any reason. The Bank's decision in this regard will be final, conclusive and binding on the Bidders.

** * * *

Annexure – A**Area statement of the Bank Premises**

SR. NO.	Office Address	Area in Sq. ft.
1	9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai.-400 001. Head Office, Mumbai.	31888
2	Bennet House, 120, Shahid Bhagtsing Road, Fort, Mumbai-400 001.	11240
3	Pipson Godown 120, Shahid Bhagtsing Road, Fort, Mumbai-400 001.	3972
4	Oricon House, 1 st floor, K. Dubhash Marg, Fort, Mumbai-400 001.	2200
5	Y.C.P. General Jagnath Bhosale Marg, Near Sachiwalay Gymkhana, Mumbai- 400 021.	6800
6	Administrative office, Vashi Plot No.88, Sector No.17, Vashi, Navi Mumbai – 400 703.	62288
7	Turbhe Godown A.P.M.C. Market , Sankul – 2, Sector No.19 B, Plot No.7, G/1,Avelon Hights School Building, Turbhe, Vashi, Navi Mumbai – 400 705.	5340
8	Branches (Annexure – B)	28500.45
	TOTAL-	152228.45

DETAILS OF OUR BRANCHES

Sr.No.	Name of Branch	Area (Sq.ft.)
1	Andheri (E)	766.77
2	Andheri (Versova) (W)	1322
3	Bandra (E)	2200
4	Borivali	1350.62
5	Byculla	444
6	Chembur Branch/Guest House	2400
7	Dashisar	1223
8	Ghatkopar	1432.52
9	Goregaon	675
10	Kandivali (W)	903
11	Khar (W)	1221
12	Kurla	865
13	Malad (E)	1200
14	Mulund (W)	1100
15	Pedder Road	1600
16	Parel	1512
17	Prabhadevi	653
18	Santacruz (E)	1160
19	Santacruz (W)	882
20	Sion	1434
21	Shivaji Park	1500
22	Vikhroli	440
23	Vile-Parle (E)	1300
24	Share Deptt. (Chembur)	916.54
	Total	28500.45

**THE MAHARASHTRA STATE CO-OP. BANK LTD.,
GST NO . 27AAAAT 4066A 1ZT**