

RFP 03/2022-23



REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING HOUSEKEEPING AND MAINTENANCE SERVICES TO
MAHARASHTRA GRAMIN BANK OFFICES/BRANCHES

RFP reference no- 03/2022-23

HRD DEPARTMENT

**HEAD OFFICE: Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre,
in Waluj Mahanagar IV of CIDCO, Aurangabad 431 010**

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REQUEST FOR PROPOSAL

For Supply of manpower for Housekeeping (Sweeping, Cleaning) & Maintenance services at our Branches / Regional Offices / Head Office – Requirement - approximate number of required manpower is 500

Maharashtra Gramin Bank (hereinafter referred to as ‘MGB’ and/or ‘The Bank’ for the sake of brevity and convenience) is a Regional Rural Bank having 413 branches, 07 Regional Offices in 17 various districts of Maharashtra state and Head Office at Aurangabad. The Bank is proposing to outsource Housekeeping (Sweeping, Cleaning) and Maintenance services by engaging contract agencies involved in providing these services for its Branches and Offices. We invite comprehensive proposals (sealed tenders) from the contract agencies for providing the aforesaid services as per the details furnished in this tender (RFP) document. The terms and conditions, format for technical bid and financial bid for providing the services are enclosed.

- Interested agencies are requested to visit the site of work before quoting so as to be familiar with the work and site conditions.
- Interested agencies can obtain the Tender Document from ‘Maharashtra Gramin Bank, HRD Department, Head Office, Aurangabad’ OR can download it from bank’s website <https://www.mahagramin.in/Tenders> under tender section.

Proposals duly filled in prescribed format & completed in all respects shall be submitted in sealed envelopes in the name of **“The Chief General Manager, Maharashtra Gramin Bank, HRD Department, Head Office, Aurangabad – 431 010”**. The Technical bids and financial bids are to be submitted separately in sealed envelopes by mentioning the words “Technical Bid” and “Financial Bid” on the respective envelopes specifically. Only those bids satisfying the technical specifications will be considered.

RFP/Tender Reference No	03/2022-23
Start Date where tender forms/document are available	From 09.09.2022 At Maharashtra Gramin Bank, HRD Department, Head Office, Aurangabad or Bank’s web site https://www.mahagramin.in/Tenders under Tender section.
Pre Bid Meeting Date and time, Address, Contact Person, telephone number, email address	20.09.2022 at 4.00 p.m. The Chief Manager, HRD, Maharashtra Gramin Bank, Head Office, Aurangabad Address: Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO Aurangabad 431 010 Phone No: 0240-6650216

	Mobile: 9518702745 Email ID: cmstaff@mahagramin.co.in
Last date and time for queries	Interested bidders can raise their queries if any on or before 19.09.2022 by 3.00 p.m. For clarifications, they have to invariably attend Pre Bid Meeting scheduled on 20.09.2022 at 4.00 pm. Any change in the date will be informed through our website.
Last date and time for submission of Bids	30.09.2022 by 3.00 p.m.
Place and address for submission bids	Maharashtra Gramin Bank, HRD Department, Head Office, Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO Aurangabad 431 010
Opening of Technical Bids (Date, Time and Place)	Technical Bids will be opened on 01.10.2022 at 11.00 a.m. at MGB, Head Office, Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO Aurangabad 431 010. Any change in the date will be informed through our website. Representative of bidder may be present during opening of Technical bid. However Technical bids would be opened even in the absence of any or all the bidder's representatives.
Opening of Financial Bids	After evaluation of technical bids, the date of opening of Financial Bids will be informed to those bidders who qualify in the Technical Bids. Representative of bidder may be present during opening of Financial Bid. However Financial Bids would be opened even in the absence of any or all the bidder's representatives.
Tender Cost	Rs.5900/- (Rupees Five Thousands Nine Hundred Only inclusive of GST) non-refundable and should be submitted along with Technical Bids in the form of DD/Pay order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank), favoring ' Maharashtra Gramin Bank ' payable at Aurangabad.
Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakh Only) and should be submitted along with Technical Bids in the form of DD/Pay order issued by a scheduled commercial bank (other than

	Maharashtra Gramin Bank), favoring ' Maharashtra Gramin Bank ' payable at Aurangabad .
Estimated Annual Cost	Rs.13,00,00,000/-

3. The mandatory condition for accepting the bids shall be the previous services rendered by the agency.
4. The bidder/contractor has to provide their email id, contact number, postal address in the bid documents. Henceforth, all official communication from Bank shall be through email.
5. The technical bids & financial bids will be opened by the committee constituted by the Bank for this purpose. The decision of the committee will be final and binding upon all the bidders.
6. **The Bank reserves the right to postpone or altogether cancel or modify the RFP at any stage and the process without assigning any reason/s and without thereby incurring any liability whatsoever.**
7. No personal enquiry will be entertained.

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CHIEF GENERAL MANAGER
Maharashtra Gramin Bank
Head Office, Aurangabad

PRE- REQUISITE

2 PURPOSE:

RFP (Request for Proposal) for supply of manpower for Housekeeping (Sweeping, Cleaning) & Maintenance services at our Branches/ Regional Offices/ Head Office of Maharashtra Gramin Bank in 413 branches, 07 Regional Offices and Head Office located in 17 various districts of Maharashtra state.

3 INVITATION:

The bidders desirous of taking up the contract for supply of manpower for Housekeeping (Sweeping, Cleaning) & Maintenance services at our Branches/ Regional Offices/ Head Office for Maharashtra Gramin Bank are invited to submit their technical and commercial bids in response to this RFP. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from Bidders who have the necessary experience, capability & expertise to provide Sweeping, Cleaning & Maintenance services adhering to Bank's requirement outlined in this RFP.

4 DISCLAIMER:

This RFP is not an offer by Maharashtra Gramin Bank, but an invitation to seek response from Contractors/Bidders/Firms/Organizations/Contract Agencies for submission of bids. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of Maharashtra Gramin Bank with the selected agency(ies)/ bidder(s)

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security

and / or other considerations without assigning any reason. Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

5 AUTHORISATION LETTER:

The proposal/ bid being submitted would be binding on the agency/ bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID documents. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP documents should be inevitably submitted. Proposals received without the authorisation letter will be liable to be summarily rejected.

6 ELIGIBILITY CRITERIA:

- 6.1 The bidders/ agencies have to submit the detail documents of eligibility as per **Annexure-III**.
- 6.2 The bidder/ agency must be a firm/ proprietary/ company registered under companies Act **with an experience of at least 05 years in the field of housekeeping and maintenance services and should possess the necessary capacity, expertise and experience in providing similar services to government institutions/organizations equivalent to scale of our Bank.**
- 6.3 The bidder /agency must be in profits. Last three years audited balance sheets certified by Chartered Accountants shall be produced.
- 6.4 The bidder /agency should furnish the client list along with previous work orders showing the details of the work carried out which includes name of the client, values and periods of the works executed. Documentary proof in support thereof should be provided.
- 6.5 The bidder /agency should have the adequate personnel; credible supervisory infrastructure and network to provide the services required at all the places.
- 6.6 The agency should have:
 - Registration certificate under GST, certificate of incorporation issued by ROC (as applicable).
 - Registration certificate under Bombay Shops and Establishment Act 1948.
 - Previous years' Income Tax clearance, PAN and TAN.
 - Registration certificate of ESIC, EPF registration no. under EPF & Miscellaneous Provisions Act, 1952, registration under Profession Tax act, registration under Maharashtra Labour Welfare Fund act.
 - Agency should be enrolled with RLC/ALC under Contract Labour Act 1970 and certificate to that effect should be produced.
 - Valid registration certificate under NSIC/MSME for specific grade.
- 6.7 Technical Specifications (Technical Details) are to be furnished item wise. Please furnish full details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity. Relevant Detailed information shall be submitted for each item with the proposal.
- 6.8 **The agency must have its Head Office/Regional Office/Circle Office in the state of Maharashtra and an office/branch at Aurangabad with an authorized representative who will be available on all working days at that place. In case there is no office/branch at Aurangabad, the agency**

should furnish an assurance letter accepting to open an office/branch at Aurangabad with an authorized representative.

7 RFP COST:

Cost of participating in RFP/Tender is **Rs.5900/-** (Rupees Five Thousands Nine Hundred Only inclusive of GST i.e.Rs.5000+18%GST) non-refundable and should be submitted along with Technical Bids in the form of DD/Pay order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank), favoring '**Maharashtra Gramin Bank**' payable at **Aurangabad**.

8 EARNEST MONEY DEPOSIT:

Bidder to submit the EMD (bid security) of **Rs 1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft/Pay Order issued by a scheduled commercial bank (other than Maharashtra Gramin Bank) drawn in favour of "**Maharashtra Gramin Bank**" and payable at **Aurangabad**. The EMD Demand Draft should be enclosed in original with the "Non-Price Bid/Technical Bid". DD shall be **drawn on or after 09.09.2022**. Any bid not accompanied with the requisite EMD/NSIC/MSME certificate(s) shall be treated as non-responsive and is liable to be rejected. (Their Technical bid will not be opened).

The EMD of successful bidder will be discharged and returned upon the bidder signing the contract & furnishing the Performance Security.

The EMD of Unsuccessful bidders will be discharged or returned as promptly as possible but in any case not later than the 30th day after the expiry of the period of bid validity (120 days from the last date of submission of BID) prescribed by the Bank.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the RFP to be floated by the Bank during next one year, at the sole discretion of the Bank.

The EMD is liable to be forfeited in case of occurrence of any or all of the following events:

- 1) If the bidder withdraws his/her/their bid during the period of bid validity.
And/Or
- 2) If the Bidder makes any statement or encloses any form which turns out to be false /incorrect at any time prior to signing of contract.
OR
- 3) In case of a successful bidder, if the bidder fails:
 - ❖ To sign the Contract within the stipulated time.
And/or
 - ❖ Fails to comply with any terms of tender or work order.

9 EXEMPTION FOR MSME/NSIC REGISTERED BIDDERS:

Firms registered under NSIC/MSME for specific trade etc. are exempted from RFP Cost and EMD. Contractor should submit the copy of valid, renewed NSIC/MSME certificate for the specific grade.

10 PRE BID QUERIES, CLARIFICATIONS & AMENDMENTS:

If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidders requiring any clarification on the bidding documents should submit written queries on or before Date: 19.09.2022 at 03:00 pm

Sr No	Tender Clause No	Page No	Query

The Bank will consolidate all the queries and discuss during the pre-bid meeting or publish in the Bank's website. No individual/ one-to-one correspondence shall be made or entertained in this regard. The replies/clarifications of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished in this regard will become part and parcel of the RFP document and it will be binding on the bidders. It shall be the endeavor of MGB to sort out all queries as far as possible, however, no reply/response by MGB, to any one or all of the queries raised by any of the bidders, shall not constitute a valid reason for non-submission of the RFP and no objection shall lie or be entertained on this ground to the RFP process. It is further clarified that such act of 'no reply/response' by the Bank, to any query shall in no case be deemed to mean or interpreted to mean that the version/ understanding of the bidder/s, as reflected in the query, has been accepted by the Bank.

At any time prior to the deadline for submission of bids, Maharashtra Gramin Bank may modify or alter the bidding document by issuing an amendment/ corrigendum.

Any clarification issued by Maharashtra Gramin Bank will be in the form of corrigendum and will be available on Maharashtra Gramin Bank website – <https://www.mahagramin.in/Tenders> under "Tender" section. The amendment will be binding on all bidders. Maharashtra Gramin Bank, at its discretion may extend the deadline for submission of bids which shall be informed to all through Maharashtra Gramin Bank website- <https://www.mahagramin.in/Tenders> under "Tender" section.

11 THE BID SHOULD CONSIST OF:

The RFP (two bid system) shall be submitted to Maharashtra Gramin Bank, HRD Department, Head Office, Aurangabad at above mentioned address, one containing **Envelope 1 (Technical Bid)** and other **Envelope 2 (Commercial/ Financial/ Price Bid)**, both to be submitted in **Envelope 3**. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP document will have to be submitted. In the first stage, only Technical Bid will be

opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this RFP document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for **Envelope 2 (Financial/Price Bid)** opening. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened.

Envelope 1: This sealed envelope shall be super-scribed as “**Technical Bid**” containing application, tender cost, Earnest Money Deposit (EMD), covering letter and all other relevant information pertaining to bidder.

Envelope 2: This sealed envelope shall be super scribed as “**Commercial/ Financial/ Price Bid**” containing the price bid only.

Envelope 3: This sealed envelope shall be super scribed as “**RFP for Housekeeping (sweeping, cleaning) and Maintenance Services Contract**” containing sealed Envelope 1 and sealed Envelope 2 only.

Very Important: If Technical Bid and Commercial Bid, in lieu of sealed Envelope 1 and Envelope 2, found kept in a single sealed envelope or in case envelope is not sealed i.e. open/loose, the RFP of concern bidder will summarily be rejected.

12 SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE (BG):

The selected bidders/contractors would be required to submit **Security Deposit/ Performance Bank Guarantee** to the Bank for **an amount equivalent to 5% of annual value of the contract** within 07 days from the receipt of work order and prior to commencement of work under the contract. If the contractor has submitted security deposit it will not bear any interest. They can also furnish Bank Guarantee (issued only by scheduled commercial bank) for the said amount, which shall be acceptable to Bank and shall be valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. The percentage of the security deposit is subject to change and can be revised as per the CVC guidelines and Bank’s need.

The bank guarantee should be issued by any scheduled commercial bank, other than Maharashtra Gramin Bank. **A format for BG is attached as per Annexure –V.**

The Security Deposit / Performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance by the successful bidder or breach of performance of the conditions of the contract which may warrant invoking of Security Deposit / Bank Guarantee (BG). In addition, if any act of the Contractor results in imposition of Liquidated Damages then the Bank reserves the right to invoke the Performance Bank guarantee or recover from Security Deposit.

13 BIDDING DOCUMENT AND COST OF BIDDING:

The Bidder/Contractor shall bear all costs associated with the preparation and submission of its bid. Bank will not responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14 CONTENT OF BIDDING DOCUMENT:

The bidding document provides overview of the requirements, bidding procedures and contract terms and conditions. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder/Contractor is expected to examine all instructions, statements, specifications, terms and conditions in the bidding document. Failure to furnish entire requisite information as required by the bidding documents and/or submission of bid, which is not in accordance with the bidding documents in every respect, will be at the Bidder's risk and may result in outright rejection of the bid. Maharashtra Gramin Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, Maharashtra Gramin Bank is entitled to issue corrigendum to RFP relevant to the Scope of Work.

15 PREPARATION AND SUBMISSION OF BIDS:

Following are the essentials of and necessary accompaniments to the BID document to be submitted:

- 15.1 The bids prepared by the bidder and all correspondence and documents relating to bid must be made or written in English language.
- 15.2 Bidder must provide specific and factual replies to specific questions asked in the RFP.
- 15.3 The bids should be submitted to Maharashtra Gramin Bank, HRD Department, Head Office, Aurangabad at above mentioned address before last date and time.
- 15.4 BID document (all pages including annexures & corrigendum if any) should be duly signed by authorized signatory with company/firm seal.
- 15.5 The RFP Cost and EMD should be remitted/ deposited as specified in tender.
- 15.6 The BID should be accompanied with A letter on bidder's/Contractor's letterhead mentioning therein, the following:
 - a) Details of RFP cost and EMD submitted, technical competence and experience of the bidder.
 - b) Certifying that the period of the validity of the bid is 120 days from the last date of submission of bid.
 - c) Confirming that the bidder has quoted for all the items / services mention in the bid in their commercial bid.

- d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-III**.
- 15.7 Covering letter on bidder's letterhead as mentioned in **Annexure-I**.
- 15.8 Bidder's details as per **Annexure –II** on bidder's letterhead.
- 15.9 Audited balance sheets of profit and loss account statement for last 3 years i.e. 2019-20, 2020-21 and 2021-22 (Financial Year) must be enclosed.
- 15.10 Letter of authorization to bid as mentioned in **Annexure-VI** on bidder's letterhead along with a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- 15.11 Response to all points of the Technical evaluation format as per **Annexure-IV**.
- 15.12 Bidder should submit financial/ price bid as per **Annexure – VII** on bidder's letterhead in sealed **Envelope 2 (Financial/Price Bid)**.
- 15.13 Declaration regarding minimum wages to be paid by the contractor as mentioned in **Annexure-VIII (a)** and certificate as mentioned in **Annexure-VIII (b)** on bidder's letterhead.
- 15.14 Declaration of near relatives of MGB employees as mentioned in **Annexure-IX** on bidder's letterhead.
- 15.15 Undertaking as mentioned in **Annexure-X** on bidder's letterhead.
- 15.16 Affidavit on a non-judicial stamp paper of Rs.100/- duly notarized declaration as mentioned in **Annexure-XI**.
- 15.17 Details of litigation / arbitration cases resulting from the contracts executed in the last five years or currently under execution as mentioned in **Annexure-XII**.

16 BID PRICES:

The administrative charges /service charges and other statutory charges, payments, taxes etc. per person per month should be quoted in price bid inclusive of escalation on account of increase in tool cost during the contract period of initial one year and renewable on the same terms and conditions, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, all taxes, uniform, duties & statutory levies etc.

17 REVEALING OF PRICES:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the price bid and failure to do so would result in disqualification and rejection of the bid.

18 VALIDITY OF BIDS:

Bid shall remain valid for period of 120 days from the last date of submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 120 days, if so desired by the Bank in writing or by

email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

19 BID INTEGRITY:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of Maharashtra Gramin Bank.

20 FORMAT, SIGNING AND LAST DATE OF SUBMISSION OF BID:

- 20.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- 20.2 All pages of the Bid document should be serially numbered in the format "Page No. X / Total Pages Y" and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the RFP document.
- 20.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- 20.4 Bid should be typed and submitted on A4 size paper, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
- 20.5 In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

21 BID CURRENCY:

Prices shall be expressed in Indian Rupees only.

22 LATE SUBMISSION OF BIDS:

Any bid received through courier or hand delivery after the due date and time will be rejected. Bank will not entertain any request regarding the same.

23 MODIFICATIONS AND WITHDRAWAL OF BIDS:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

24 OPENING AND EVALUATION OF BIDS:**24.1 Opening of Technical Bid:**

All the Bids will be opened at the date, time & location mentioned as above. The technical bids will be opened in the presence of representatives of the bidders who choose to remain present at the time of opening of BIDS. However, technical bids would be opened even in the absence of any or all the bidders' representatives should they choose not to remain present at the time of opening the bids.

24.2 Evaluation process:**24.2.1 Preliminary examination:**

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

24.2.2 Envelop 1 (Technical Evaluation):

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure III**) and technical information submitted as per technical bid evaluation format (**Annexure IV**) and site visits. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for price bid opening & evaluation.

24.2.3 Envelop 2 (Financial/Commercial Evaluation):

The price bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting price bid set out in **Annexure-VII**. The commercial offer should consist of administrative charges / service charges and other statutory charges, payments, taxes etc. per contract worker for the tendered work.

Note: The Bidders should ensure to follow the minimum wages (Central Govt./ State Govt. whichever is higher) Labour act, ESIC, EPF, Insurance and all statutory obligations etc. while quoting the price bid and final price in the price bid.

25 AWARD AND SIGNING OF CONTRACT:

Maharashtra Gramin Bank will notify successful bidder in writing by letter in duplicate. The Selected bidder has to return the duplicate copy of the letter to the bank, within 7 working days duly Stamped and Signed by Authorized official in token of acceptance.

The successful bidder shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The cost of agreement to be borne by the Contractor.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

26 SUBCONTRACTING:

As per scope of the RFP, subcontracting is explicitly prohibited.

27 CANCELLATION/TERMINATION OF CONTRACT:

Maharashtra Gramin Bank may terminate the contract any time by giving a notice of 30 days prior in writing as per terms of contract. In the event of instances of unsatisfactory service, gross misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the successful bidder (Contractor) or by any employee of the Contractor, the Bank may instantly terminate the contract without any prior notice or showing any reason whatsoever to the successful bidder (Contractor) and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination. The Security Deposit/Bank Guarantee kept with Bank, shall automatically stand forfeited under such circumstances without any further correspondence/intimation in the matter. In the event of termination of this Contract for any reason whatsoever, the Bank shall have the right to publicize such termination to caution the customers/public from dealing with the successful bidder (Contractor) or any of its personnel.

28 LIQUIDATED DAMAGE:

If contractor fails to perform services within the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 10% of the monthly bill.

29 STATUTORY AND OTHER REGULATIONS:

The Contactor shall comply with all the statutory obligations of the Government of India/ State Governments/ Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

30 SCOPE OF WORK:

Duties of a person to be deployed as sweeper can be divided into three types as below.

30.1 Duties for a sweeper to be performed once in a day:

- Sweeping and moping of the complete area in the premises occupied.
- Dusting of table, chairs and other office furniture.
- Brushing and cleaning of carpets.
- Watering of indoor/outdoor plants.
- Daily removal of waste material.
- Cleaning of water filters, flasks and glasses.
- Cleaning of water coolers and refilling.
- Loading and unloading of materials.
- The work of messenger, pantry and other service assigned to them from time to time by the Bank.
- Cleaning of toilets with appropriate cleaning agents.

30.2 Duties of a sweeper to be performed once a week:

- Cleaning of Fans, Tube lights, Venetian blades etc.
- Cleaning of glasses and laminated surfaces.
- Removing the cobwebs from the premises occupied.

30.3 Duties of a sweeper – cum – office boy:

- Simple binding of books and registers.
- Filing independently letters and other papers in receipt. Filing it as per indications marked there on.
- Assisting in issuing stationery.
- Stack the old records in orderly manner and assisting in giving them out when required.
- Undertaking the whole process of stitching the vouchers viz. sorting, arranging, numbering and tallying the total number of vouchers.
- Dispatch of outward post/local delivery.
- Any other work of such nature entrusted by the Branch/Office from time to time.

In addition to that, the person so deployed through contract agency for housekeeping services are also required to perform other tasks not specified above but allotted to them as per bank's requirement from time to time.

30.4 Scope of work for Contractor :

- Providing persons as per bank's requirement
- Submission of monthly bill
- Payment of persons deployed within 7 days after completion of month
- Regulatory Payments like EPF/ESIC/PT/Labour welfare fund etc. in respect of persons deployed should be made within stipulated time of respective department
- Provide persons as per bank's requirement
- All detail guidelines for scope of work of contractor are specified in Sr.No.31

Schedule of Manpower Required:

The bank proposes to deploy following number of persons at various Branches /Offices of Maharashtra Gramin Bank across 17 district of Maharashtra State for housekeeping and maintenance services.

The list of 17 districts is as follows:

Sr. No.	Name of District	Number of personnel required	
		Skilled	Unskilled
1	Aurangabad	Nil	60
2	Jalna	Nil	32
3	Beed	Nil	60
4	Parbhani	Nil	50
5	Hingoli	Nil	27
6	Nanded	Nil	78
7	Latur	Nil	50
8	Osmanabad	Nil	40
9	Ahmednagar	Nil	10
10	Dhule	Nil	5
11	Jalgaon	Nil	20
12	Nandurbar	Nil	6
13	Nashik	Nil	13
14	Thane	Nil	13
15	Pune	Nil	25
16	Raigad	Nil	3
17	Palghar	Nil	8
	Total	Nil	Total 500 across 17 districts of Maharashtra State

The Bank reserve all the rights to increase or decrease the number of persons required and/or altogether change in the deployment locations.

31 TERMS AND CONDITIONS:

31.1 The payment to the engaged personnel by the contract agency should be in conformity with the provisions of the Minimum Wages Act as per norms laid down by Chief Central Labour Commissioner (Central) and paid at the frequency laid under the law. Minimum Wage consists of Basic Wage and the Special allowance i.e. V.D.A (V.D.A declared every six monthly). The contractor while quoting the Rates must take into account the existing Minimum Wage of Central Govt.

Note: It is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment', as declared by the Chief Labour Commissioner (Central), Mumbai from time to time. At present, Minimum wage rates of both Central Govt. & State Government according to Area notified by the Dy. Chief Commissioner (Central) is applicable.

31.2 Uniform rate of Minimum wages are applicable throughout Maharashtra Gramin Bank as per the applicable category as Unskilled, contractor must ensure that the applicable Rates of Wages are quoted with the applicable Statutory overheads. Bonus presently at the Applicable rates of Minimum Wages for the scheduled employment to be paid at least 8.33% of the bonus able salary or one month minimum wages payment bonus, leave salary and other items like Uniform/ Safety requirements are to be maintained while quoting the rates/bid including the Service Charges.

31.3 Please note that the rates and the statutory estimated prices must be including of Contractors service charges and the applicable taxes. In other words, an commercial bid to be quoted by the Contractor must cover the Payment of Minimum Wage and all the types of Statutory Liability and the Service Charges quoted by the bidder/s.

31.4 The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum Wages, ESI, PF Contributions, wages for leave reserve, service charges, all kinds of taxes etc. Financial bids offering zero commission shall be liable for disqualification.

31.5 Minimum Wages and the Statutory Overheads – Contractors while estimating the amount and the quoted rates, will have to take into consideration the existing applicable rates of Minimum Wage, the nature of job for which the rates are quoted with Statutory Overheads and the Statutory Liability. The minimum wages rates quoted should be as per the rates applicable to the Areas where the deployment is made.

- 31.6 As regards, increase in Basic wage after revision which normally increases after periodicity of five years the same increased amount on the existing Basic Wage will be reimbursed at actual with Statutory Overheads on increased amount, in respect of the Contract Manpower, which are mentioned in the Work Order /RFP to be engaged. In addition, any statutory increase in contribution, benefits or otherwise (other than Special Allowance or VDA) under any Law/Enactments/Notifications will be reimbursed at actual with statutory overheads.
- 31.7 Any violation of any of the statutory payment based on any written complaint of any Authority or Agency representing workers shall attract penalty as decided by Government Department or Maharashtra Gramin Bank including the cancellation of contract or legal action as per the Laws.
- 31.8 The bidder should have on his own name, a separate/ individual ESI & PF and other Tax No., irrespective of their applicability of Acts as an individual Establishment. The agency should be covered under the EPF & MP Act, ESIC Act and shall extend all the benefits of PF & ESIC to the Contract employees and comply with all other Statutory Regulations, Service Tax rules and Labour Laws. Copies of Registration should be enclosed. A certified copy of monthly PF-ECR, ESI contribution, Profession Tax, etc. from respective websites should be submitted monthly with Wage Register copy and statement of salary paid to workers' account.
- 31.9 The agency must have obtained the applicable Labour Licence from Labour Dept., (Appropriate Authority) for engaging workers.
- 31.10 The Contractor shall give an Undertaking Indemnifying the Maharashtra Gramin Bank against any sort of payment/ claims which may arise due to any applicable laws of the land whether prospective or with the retrospective effect in respect of the liability that may arise for the Contract period. Maharashtra Gramin Bank will not be held responsible. Further, the Contractor shall indemnify and keep indemnified Maharashtra Gramin Bank from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of the contract and/or against any claim, action or demand and liability to any workman/employee of the contractor under any Law of the Land, which the Bank may be required to comply, and all expenses the Bank shall be put to, owing to the Acts of commission and/or omissions whether willful or not on the part of the Contractor. This indemnity shall be in addition to and not in lieu of any indemnity to which the Bank shall be entitled in law. If the Bank is caused or required to pay or reimburse any amounts as may be necessary for the purpose of observance and/or arising due to non-observance of the provisions stipulated in the notifications /bye-laws/Acts /Rules /Regulations including amendments, if any, that are required to paid or incurred or reimbursed on the part of the Contractor, the Maharashtra Gramin Bank shall have the right to deduct and recover such amount from any money due to the Contractor on account of running bills

- 31.11 It is mandatory on the part of Contractor to pay/ quote wages applicable as per Minimum Wages Act but it is to be noted that both the Central Govt. and the State Govt. have notified the rates of the Minimum Wages. The rates of the Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled and also it is to be noted that as per Section 23 & 24 of the Indian Contract Act, 1872, an Agreement / Contract is unlawful if it is forbidden by any law or is of such a nature that, if permitted, it would defeat the provisions of any law. Therefore, quoting/ payment of wages below minimum Wages is unlawful.
- 31.12 **The Contractor should follow the following actions while deploying, making payment of wages and other benefit in r/o deployed personnel:**
- i) Contractor should, before engaging any person, obtain an application for employment. Based on their application, the contractor should, on his letterhead, give letter of engagement to such applicant for a period ending with the termination of the contract (Pl write desirable day). The engagement of the deployed personnel will stand terminated on the date on which the contract shall expire due to efflux of time or due to sooner termination owing to any of terms of contract. Such documents need to be submitted to the Bank for record. Further, Permanent addresses of all deployed persons along with their AADHAAR cards shall be made available by the contractor to the Bank, before deployment.
 - ii) The deployed personnel should not be above 60 years of age. The Contractor must produce valid proof the same. Any violation in this regard will be dealt with seriously. Any retired/ separated person should not be re-engaged even though he/she may not have reached 60 years of age.
 - iii) Engagement of child labour/adolescent is prohibited and any one violating this clause will be black listed and whenever there are violation of the provisions, the Bank will resort to legal action as deemed fit. Person below the age of 18 should not be deployed.
 - iv) The persons deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks.
 - v) The persons deployed shall have to strictly adhere to punctuality with regard to office/branch timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the persons deployed is absent on a particular day or comes late/leaves early, proportionate deduction for one day will be made from the fees payable to the contractor.
 - vi) The persons deployed by the contract agency should not have any adverse background. Any persons deployed by the agency shall neither indulge in criminal act nor should have criminal cases against him/her. The contractor should make adequate enquiries/ due diligence about the character of such persons in this regard and ensure to submit Character Certificate at the time of deployment.

- vii) The written confirmation from the Contractor that he/she have obtained the Police Verification Certificate from the concerned Police Authority in respect of the persons engaged by him/her at Maharashtra Gramin Bank Branches/Offices.
- viii) Contractor should provide necessary uniform/safety requirements, identity cards to persons at their own cost. The persons engaged by contractor shall compulsorily wear their uniform while on duty and shall always carry his/her Identity Cards.
- ix) Secrecy/confidentiality is the sole identity of the bank. It is the responsibility of the contractor to bring the importance of confidentiality to the notice of deployed personnel and train them in such a manner that they would never disclose any kind of information in respect of the Bank and/or in respect any of Bank's customers to any third party.
- x) The Contractor should issue the termination notice to deployed personnel on completion of the term of contract and settle the dues at the end of the contract. It will be the responsibility of the contractor/s to pay the Bonus & Gratuity as the Bank is not responsible for the same.
- xi) The contractor must take care that; all the benefits are extended timely to persons deployed
- xii) It is advised that the contractor should rotate the personnel, so that at one particular location, the same persons are not continuously engaged.
- xiii) The contractor 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 including work of messenger, pantry, Care Taker of Bank for which no extra payment shall be paid.
- xiv) The contractor shall be solely responsible for accommodation, remuneration, acts omissions/commissions of persons deployed at the Bank's Offices/branches.
- xv) The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
- xvi) The contractor should settle all their legal dues including gratuity, leave salary, if applicable and No Dues Certificate to be produced from the personnel are engaged.
- xvii) The contractor should 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. Contractor 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 Security Deposit/Bank Guarantee kept with the bank. 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.

- xviii) The Contractor shall pay not less than minimum wages to deployed personnel as notified/revised from time to time as applicable under the Minimum Wages Act, 1948, or and where the rates have been fixed by agreement or settlement, if any, the rates of wages payable shall not be less than the rates so fixed and extend the benefits. In any case, the rate of wage payable shall not be less than the higher of the two rates. Any statutory rise due to amendment in Act on account of Government Directions shall be implemented by the Contractor and amount if any arising out of such amendment shall be reimbursed to the Contractors at actual. The statutory rise shall consist of rise in PF & ESI contribution. Further, which also consist of revision of minimum wages (Basic Wage) and enhancement of limit of Bonus.
- xix) The Contractor shall ensure payment of wages to all deployed personnel, engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period in respect of which the wages are paid and shall ensure wage standards, period and provisions (including the workmen on this behalf) prescribed under the Payment of Wages Act, the Contract Labour (Regulation and abolition) Act, 1970 and rules framed there under, the Minimum Wages Act and any other applicable laws as mentioned in 31.25
- xx) The Contractor shall ensure timely payment of wages as per the payment of wages act. The Contractor must also keep his wage register available at all times as close to the work site as possible and produce the same for Inspection whenever required by designated Bank's Officials and ensure the monthly payment on or before 7th of every month.
- xxi) The persons must be given weekly off as admissible and three national holidays; 26th January, 15th August and 2nd October as paid holidays and Bank's paid holidays.
- xxii) For health, safety and welfare of workers, Persons have to be covered under the main schemes of the "Pradhan Mantri Social Security Schemes".
- xxiii) The Contractor shall, without fail, cover all the personnel deployed by it on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance etc. Copy of the same will have to be submitted to the Bank before taking up the work.
- xxiv) The contract agency shall obtain adequate Insurance Policy in respect of the personnel engaged for the service towards meeting the liability of compensation arising out of death, injury/ disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the of the contract. Besides, the contractor shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Bank against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Bank may be party or involved as a result

of the contractor's failure to comply the obligations under the relevant act/ law which the contract agency is bound to follow.

- xxv) While finalizing Bill Maharashtra Gramin Bank, will ascertain that there are neither any complaints pending nor any compliance pending with Govt., investigation / Govt. Authority at the particular moment, in respect of all Annual Contracts. Monthly compliance is already been ensured by the Maharashtra Gramin Bank while releasing their monthly bills towards ESI/PF/Professional Tax/Labour Welfare Fund. That, regular ESI/PF/ Professional Tax/Labour Welfare Fund Compliance has been verified and found in order. It should be supported with Indemnity Bond and NOC of workers if any, so as to indemnify Maharashtra Gramin Bank from any liability in future. All the records submitted by the contractor with covering letter towards of ESI, PF & Wage register duly verified are to be kept with Maharashtra Gramin Bank for their records to be retained as per the Retention Policy for further audit, if any, for at least five years.
- xxvi) Contractor has to give monthly undertaking with supportive documents stating that they are complying with all laws applicable for all the persons including persons temporarily engaged at Maharashtra Gramin Bank Branches/Offices.

- 31.13 Contractor must obtain valid Labour Licence for employing number of persons as Contract Labour and it should mention the location and the maximum no. of contract labours to be employed/engaged before actual execution of work and copy be forwarded to Maharashtra Gramin Bank, Head Office, Aurangabad before actual execution of work. The contractor shall not undertake or execute any work through contract labour except under and in accordance with the licence issued on that behalf by the Licensing Officer. The licence may be renewed as per the requirement.
- 31.14 The Contractor must have his separate Provident Fund Code No., obtained from the Office of the Provident Fund Commissioner. The Contractor shall cover their labours under the said Act under his Code No., and shall deposit regularly in time P.F. Contribution of both shares (Employers/ Employees) @ 12% of wage disbursed to the P.F. Office before due date along with the necessary Administrative Charges. Receipt copies of the challans should be submitted by contractor to the Maharashtra Gramin Bank, Head Office, Aurangabad every month before 25th of each month. Further, every month the contractor should submit copy of ECR in respect to PF, ESI, Professional Tax & LWF, etc. and documents to be submitted to Bank on completion of work for release of final bills, etc.
- 31.15 The Contractor must comply with the provisions of the Employee's Provident Fund Act (including Employees' Pension Scheme 1995) as may be applicable and ESI Act as amended from time to time. The Contractor should submit monthly challans of ESI & PF with the Certification that ESI/PF payment made in time in respect of to Maharashtra Gramin Bank Work Order.

- 31.16 The Contractor must have his independent E.S.I. Registration No., under Employees State Insurance Scheme. The contractor shall cover their contract labours under the said Act, under his Code No., and shall deposit regularly ESI Contribution @0.75% towards employees share and @ 3.25% towards employer's share of Gross Wages. Receipt copies of the challans should be submitted to the Maharashtra Gramin Bank, Head Office, Aurangabad.
- 31.17 The contractor should also submit the six monthly returns and also should ensure that all workers are getting ESI permanent Cards registered with IMP/Hospital/ Dispensary. The Contractor should submit monthly copy of proof of submission of ESI contributions. The contractor should also submit relevant documents regarding ESI contributions done on completion of work for release of final bills, etc. If the provisions of The Workmen's Compensation Act 1923 are applicable to any contract worker, Contractor has to ensure the compliance of the same.
- 31.18 The Contractor must obtain independent Registration No., under the Bombay Labour Welfare Fund Act 1948 and pay 6 monthly contributions of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of the Bombay Labour Welfare Fund Act, 1953 under their own Code No. Also contractor should have registration under Professional Tax and deduct the same from wages of his employees & remit Professional Tax every month to Government treasury in time and also submit Returns in time.
- 31.19 Copy of the allotment letters of PF, ESI Code No., and Welfare Fund No., separately at the time of award of Contract including work order copy may be forwarded for further compliance to Maharashtra Gramin Bank, Head Office, Aurangabad in order to show the same to PF & ESI Inspector during their visit/Inspection. In short, the Contractor shall furnish the following information to the Maharashtra Gramin Bank, Head Office, Aurangabad, within 7 days of the receipt of the Work Order or actual date of commencement of work, whichever is earlier to Maharashtra Gramin Bank, Head Office, Aurangabad.
- i) Work Order Copy.
 - ii) ESI, PF, Profession Tax, Labour Welfare Fund, GST etc. allotment letter.
 - iii) Labour Licence/application in Form No.IV for obtaining Labour Licence to the Bank, if applicable.
 - iv) Nature of work and the no. of workers to be engaged from the date of commencement of work.
 - v) Bank Guarantee/ Security Deposit.
 - vi) Indemnity bond.
 - vii) Rate of Wages and the date of payment.
- 31.20 The Contractor remit ESI, PF Contributions in respect of Persons to be engaged at Maharashtra Gramin Bank branches/offices and submit the proof of challan copy & ECR copy

every month along with wage register copy should maintain monthly ESI/PF Compliance records with them. Monthly bill/regular bills of Contractors should be reimbursed only when it is confirm, after examination that the ESI, PF & minimum wage compliance is made fully by the Contractor in respect of workers engaged by the Contractor under referred Work Order against which bills are raised.

- 31.21 The Contractor shall also remit Six Monthly Labour Welfare Fund Contribution and the return under the Bombay Labour Welfare Fund Act, 1953 due in June (to be deposited on or before 15 July) and December (to be deposited on or before 15 January) every year to avoid penalty and penal action. It may be ensured that the Contractor shall submit all the relevant documents monthly showing compliance of all the relevant Acts, Laws, Rules and Legislations as and when called by Maharashtra Gramin Bank, whenever there are complaints/ non-compliance noticed.
- 31.22 The contractor shall pay bonus as prescribed under Payment of Bonus Act, subject to a minimum as per law in the absence of profits.
- 31.23 During continuance of the Contract, the Contractor shall comply and abide at all times with all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority.
- 31.24 Any obligation, financial or otherwise imposed under any statutory enactment, rules and regulations which is prospectively declared (giving retrospective effect) there under shall be the sole responsibility of the Contractor.
- 31.25 Some of the major laws applicable and the compliance of which is to be made are given below (the list is inclusive and not exhaustive):
- i) Contract Labour (R&A) Act, 1970
 - ii) Minimum Wages Act, 1948
 - iii) Payment of Wages Act, 1936
 - iv) Employees Provident Fund & Misc.Provisions Act, 1952
 - v) Employees State Insurance Act, 1948
 - vi) Workmen's Compensation Act, 1923
 - vii) Payment of Bonus Act, 1965
 - viii) The Maharashtra Labour Welfare Fund Act, 1953
 - ix) Payment of Gratuity Act, 1972,
 - x) Professional Tax Act. Etc
 - xi) Maternity Benefit Act, 1961
- 31.26 Contractor shall keep adequate no. of strength and contractors' services shall be available as and when required during the emergency.

- 31.27 The contractor shall comply with all the applicable Labour Laws and the Rules/Orders issued there under from time to time. The contractor should show all his records/monthly returns to the Maharashtra Gramin Bank, Head Office, Aurangabad to ensure strict compliance at proper time. If contractor fails to do so, it shall be deemed to be a breach of the contract and Maharashtra Gramin Bank may in its discretion cancel the contract.
- 31.28 The Contractor shall keep and maintain all records as are required under the Contract Labour (Regulation and Abolition) Act, 1970, Shops & Establishment Act, the Payment of Wages Act and or any other applicable law and shall furnish all information, report(s) and return(s) as are required to be furnished to the concerned authorities.
- 31.29 Maharashtra Gramin Bank shall be entitled at all times to carry out check(s) or inspection (s) of the Contractor's records and accounts to ensure that the provisions of the Labour Laws and Regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under such provisions, any violation shall constitute a ground for termination of the contract.
- 31.30 The Wage Book, Muster Roll, ESI Register and other required documents to be maintained under different laws shall be preserved properly by the contractor. One set of photocopies of the same duly certified by Maharashtra Gramin Bank, Head Office, Aurangabad at the time of obtaining clearance for release of final bill to avoid any further problem with regard to past liability of the said contractor for the said period. Maharashtra Gramin Bank, Head Office, Aurangabad will preserve records of the contractors like Work Orders, Bills and certified Wage Register copy, ESIC and PF Challans etc. for the retention period as per the policy to show as and when required to Investigation Agency.
- 31.31 The contractor and deployed persons shall open account with Maharashtra Gramin Bank. The monthly bill payments shall be credited directly to the account of the contractor maintained with our bank subject to production of copies of PF, ESIC, PT, tax paid challans & other statutory payments. The eligible amount of wages will later be transferred to respective workers' saving accounts maintained with our bank by debiting the account of contractor invariably. While making such payment the Bank shall make the following deductions.
- Income-tax or any other tax deduction at source as per the Government rules.
 - The amount equivalent to any damages / loss etc. caused to the Bank by the workmen / employees of the contract agency.
 - The Bank reserves right to correct arithmetical errors or other errors shall be acceptable to and binding upon the contractor.
- 31.32 The Contractor shall ensure that the person or persons appointed or to be appointed by them for service in the Bank's premises do not suffer from any legal disqualification for service by reason of his age or any law and status in force from time to time or any other reason

whatsoever. The Contractor shall be required to produce verification certificate of such person from competent authority at his cost.

- 31.33 The contract shall, for a period of one year, be subject to review after every three months. The contract may be renewed for further period of two year (one year at each time), subject to rendering satisfactory services by the contractor during the preceding period of contract on mutually agreed terms and conditions.
- 31.34 Maharashtra Gramin Bank may terminate the contract any time by giving the Contractor a notice in writing as per terms of contract. In the event of instances of unsatisfactory service, gross misbehavior, theft, burglary, moral turpitude, misuse of the Bank's premises etc. by the Contractor or by any staff of the Contractor. Such termination of contract may be done instantly without any prior notice or showing any reason whatsoever to the Contractor and the Contractor shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination. The Security Deposit/Bank Guarantee kept with Bank, shall automatically stand forfeited under such circumstances without any further correspondence/intimation in the matter. In the event of termination of this Contract for any reason whatsoever, the Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor or any of its workers. Upon termination, the Contractor shall only be entitled to be paid for the work actually performed up to the date of termination, as per the terms and conditions of the contract.
- 31.35 In case of non-fulfillment of Contractual terms and conditions as stipulated in RFP / Work Order in addition to statutory compliance, the Maharashtra Gramin Bank, Head Office, Aurangabad, will deduct the appropriate amount as penalty out of the bills submitted by the contractor. The decision in this regard taken by the Bank will be final and binding on the contractor and no discussion/correspondence shall be entertained in this regard.
- 31.36 After the acceptance of the Work Order and the Wage Agreement Terms if applicable, the contractor shall have no further claim for any extra payment of whatsoever nature for the compliance of the terms stipulated herein.
- 31.37 Bank reserve the right to modify /alter or cancel any part/full job/work order without assigning any reason therefor.
- 31.38 Any contract labour problem arising out of contract terms will have to be sorted out and settled by the contractor, Maharashtra Gramin Bank will not own any responsibility in this regard of whatsoever nature.
- 31.39 The Contractor shall give a declaration that he/she himself/herself or no near relatives of his/her is in permanent/temporary employment with the bank at present. Here, near relatives would mean members of a HUF/ spouse/ the one related to other in the manner as father, mother, son(s), and son's wife (daughter-in-laws), daughter(s), husband (son-in-law), brother(s), and brother's wife, sister(s), and sister's husband (brother-in-law).

- 31.40 The Contractor shall pay a security deposit/ submit performance bank guarantee for amount equivalent to 5% of annual value of the contract to the bank within 07 days from the receipt of work order and prior to commencement of service under the contract. This security deposit shall not bear any interest. They can also furnish Bank Guarantee (issued only by scheduled commercial bank) for the said amount, which shall be acceptable to Bank and shall have validity period of 15 months or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder. The percentage of the security deposit is subject to change and can be revised as per the CVC guidelines and Bank's need.
- 31.41 The Bank reserves the right to split the tender and procure services from other sources during the tender process, as per the terms and conditions of tender.
- 31.42 The successful Contractor shall be required to enter into a contract with the Bank, within 7 days from the receipt of work order or within such extended period as may be decided by the Bank along with the letter of acceptance, Security Deposit/Bank Guarantee and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The cost of agreement to be borne by the Contractor.
- 31.43 The Bank reserves the right to reject any particular person deployed under the contract with the Bank without assigning any reason. In case the Contractor fails to take action against the defaulter, the Bank reserves the right to take suitable/legal action against the Contractor and the person concerned. The professional fee and all other expenses will be recovered from the Contractor.
- 31.44 Persons deployed should be made aware of the fact by contractor that this is purely a contract work and it does not entitle them to seek employment / job opportunity for the Bank at any point of time.
- 31.45 Performance of the Contract shall be made by the contractor strictly in accordance with the time schedule specified by the Bank. Time is the essence of Contract. Any delay by the contractor in the performance of its contractual obligations, which the Bank in its sole discretion may adjudge, shall render the contractor liable to any or all the following sanctions:
- Forfeiture of its EMD / Security Deposit / performance guarantee /performance security
 - Imposition of liquidated damages / penalty
 - Termination of the Contract for default
- 31.46 In case the contractor 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 contractor. However, the Bank shall have such rights against the contractor.
- 31.47 That the contractor is not involved in any major litigation and no litigation or investigation is threatened against the contractor. That the existing or threatened litigations or investigations

do not have an impact of affecting or compromising the performance and delivery of services under the Contract.

31.48 That the contractor 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 services.

31.49 The contractor shall not claim any benefit/waiver from Govt. agency and after awarding contract; successful bidder should submit affidavit of the same.

31.50 Every contractor shall in respect of each work on which he engages Contract Labour shall be required to maintain following Registers/ Records under Contract Labour (R&A) Act & Minimum Wages Act.

- Muster Roll OR Muster-Cum-Wage Register
- Register of Wages
- Register of Deductions
- Register of Overtime
- Register of Fines
- Register of Advances
- Issue Wage Slips to the workers at least a day prior to the disbursement of Wages
- Issue of Employment Card /Identity Card

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

31.52 All employees/personnel/representatives/agents etc., engaged by the contractor for performing its obligations under the contract will be in sole employment of the contractor and the contractor shall be solely responsible for their wages, statutory payments etc.

31.53 The contractor shall not make or permit to be made a public announcement or media release about any aspect of the Contract without the permission of the bank.

31.54 Before the end of the Contract, the existing Contractor/s must give 1 months' notice since the contract is going to end.

31.55 All liabilities on legal aspects of contractor's labour lies with the contractor himself.

32 ARBITRATION:

All disputes and differences of any kind whatsoever arising out of or in connection with the work order shall be within exclusive jurisdiction of the courts in Aurangabad. Either of the party may, at its option, refer the dispute arising out of the work order for arbitration under Aurangabad Jurisdiction. In such event, the arbitrator may be appointed by both the parties with consensus. In case of disagreement on the name of the Arbitrator to be appointed, each party will appoint an arbitrator and the decision of the arbitrator(s) shall be final. The arbitration proceedings shall be governed by the provisions of Indian Arbitration Act.

BID COVERING LETTER

(To be submitted by the bidder/agency along with bid documents)

Ref. No.:

Place:

Date:/...../2022

To,
The Chief General Manager,
Maharashtra Gramin Bank,
HRD Department,
Head Office: Plot No.42 in Gut No.33 (Part),
Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO,
Aurangabad 431 010.

Dear Sir,

Having examined the Request for Proposal (RFP/tender): _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the personnel for sweeping, cleaning & maintenance of your Branches/Offices in conformity with the said RFP/tender for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake (if our Bid is accepted) to provide personnel/labour in accordance with the Schedule specified.

If our bid is accepted, we will submit the security deposit /Bank Guarantee of schedule commercial Bank (Acceptable to the Bank) for amount equivalent to 5% of annual value of the contract to the bank within 07 days from receipt of work order and prior to commencement of service under the contract for the due performance of the Contract, in the form prescribed by the Bank and we undertake to execute a contract at our cost. This security deposit shall not bear any interest. The BG to be submitted shall be valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period or such other extended period as the Bank may decide for due performance of the obligations undertaken by the successful bidder

We agree to abide by this bid for a period of 120 days from the last date of submission of Bid and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and Notification of Award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

RFP 03/2022-23



Name & address of agent Amount & currency Purpose of commission or gratuity
* (If none, state none)

We understand that you are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

I/we read and understood all conditions and requirements of Maharashtra Gramin Bank, Head Office, Aurangabad for providing sweeping, cleaning & maintenance services.

Dated this..... Day of 2022

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

BIDDER DETAILS

Sr No	PARTICULARS		TO BE FILLED BY THE PARTICIPANT		
1	Full Name of the Firm/ Company				
2	Constitution		Proprietorship /Partnership/Company/Society		
			Registrations, deeds, bylaws to be submitted		
3	Complete Address				
	Telephone No./Mobile No.				
	Fax				
	e-mail				
	Website URL, if any				
4	Details: Proprietor/Managing Partner/Managing Director		Name:		
			Address:		
			Mob. No./Phone No.:		
			e-mail:		
5	Authorised person to sign & act on behalf of the agency (Enclose Authorisation Letter)		Name:		
			Designation:		
			Address:		
			Mob. No./Phone No.:		
6	Profit as on		31.03.2020		
			31.03.2021		
			31.03.2022		
			Rs.		
		Rs.			
		Rs.			
		Attach documentary proof like IT Returns, Audited Balance sheets etc.			
7	Date of establishment / incorporation / commencement of business				
	Experience (at least for 05 years)				
	No. of Personnel engaged		(We confirm that no minors are employed by our firms)		
			Enclose – MOA, AOA, Partnership deed, Certificate of Registration & Renewal (whichever is applicable)		
	Name of the previous clients		Details of works carried	Value of work order	Period of work
	1.				
	2.				

	3.				
	4.				
	5.				
Copies of previous work orders should be enclosed					
	Top three completed annual housekeeping and maintenance contract (contract period from 01/04/2017 to 31/03/2022). The experience certificate with completed contract value duly issued by the client to be enclosed as evidence.				
	Sr	Description	Details		
	Completed Annual Contract-1				
	1.	Client Name and Address			
	2.	Annual Contract Value (completed)			
	3.	Duration of Contract	From:	To	
	4.	Client Representative Name			
	5.	Contact No (Landline/Mobile No)			
	6.	e-mail ID			
	Completed Annual Contract-2				
8	1.	Client Name and Address			
	2.	Annual Contract Value (completed)			
	3.	Duration of Contract			
	4.	Client Representative Name			
	5.	Contact No (Landline/Mobile No)			
	6.	e-mail ID			
	Completed Annual Contract-3				
	1.	Client Name and Address			
	2.	Annual Contract Value (completed)			
	3.	Duration of Contract			
	4.	Client Representative Name			
	5.	Contact No (Landline/Mobile No)			
	6.	e-mail ID			
	9	PAN No.			

	GST No.	
10	Reg. no. under Bombay Shops & Est. Act. / Gram Panchayat to commence the business	
11	Contract Labour Act registration no. (Regulation & Abolition Act 1970, if applicable)	
	Date of registration	
ALC/CLC (Central Govt). Certificate of registration and up to date Renewal certificates shall be enclosed		
12	Details of EMD	D.D. No.:
		Issue Date:
		Issuing Bank:
		Branch:
13	ESIC registration no. with date	
	Cert. of ROC with no. & date (if applicable)	
	EPF registration no. with date	
	Profession Tax registration no. with date	
	Maharashtra Labour Fund registration no. with date	
	GST registration no. with date	
Copies of Certificates and renewals shall be enclosed		
14	Address of the office in Aurangabad (If not available an assurance letter to open Office at Aurangabad)	
15	Contact Person available at office in Aurangabad	Name:
		Mob. No./Phone No.:
16	For remaining terms and conditions enclose a separate sheet	

I/We confirm that provisions of Minimum Wages Act will be complied with during the contract period.

Verification: I verify that, all the details furnished above are true and correct to the best of my knowledge and belief. I understand that, in case of furnishing any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the bank, if it deems fit.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

ELIGIBILITY CRITERIA

The bidders/agencies meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected;

Sr No	Eligibility criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered under Companies Act with experience of minimum 05 years for providing Housekeeping and Maintenance services	i) In case of Proprietary copy of GST registration certificate, ii) In case of firms Copy of the firm registration Certificate iii) In case of company copy of certificate of incorporation issued by Registrar of companies and full address of registered office.
2	Handled minimum 3(three) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.300.00 lakhs. OR Handled minimum 2(Two) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.450.00 lakhs. OR Handled minimum 1(one) completed annual contracts in Housekeeping and Maintenance with each contract having value of not less than Rs.900.00 lakhs	Copy of the work order and work completion certificates issued by the Banks specifying the below criteria's for the works carried out during the period from 01/04/2017 to 31/03/2022. 1. Scope of work. 2. Contract value. 3. No. of staff deployed by the contractor for the contract. 4. Period of the contract for completed. 5. Monthly payment Note: (i) Renewal of annual contracts shall be considered as a single contract. (ii) Copy of agreement is enclosed.
3	The bidder/agency should have a minimum average annual turnover of Rs.1500.00 lakhs for the previous three years (as on 31-03-2022). Audited /Certified Balance Sheet (by Chartered Accountant) for the years 2019-20, 2020-21 and provisional /audited Balance sheet for 2021-22, establishing the turnover criteria should be submitted. The bidder /agency must be in profits for last three years.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.
4	The Bidder/ agency should have its Head	Address Proof of the firm should be

	Office/Regional Office/Circle Office in the state of Maharashtra and an Office/Branch at Aurangabad with an authorized representative who will be available on all working days at that place. In case there is no Office/Branch at Aurangabad the bidder/ agency should furnish an assurance letter accepting to open an Office /Branch at Aurangabad be able to open office at Aurangabad with an authorized representative within one month from date of award of contract.	submitted along with Registration under Bombay Shops and Establishment Act.
5	Agency/Bidder should be enrolled with RLC/ALC under Contract Labour Act 1970 and certificate to that effect should be produced	Copy of valid labour licence under contract Labour (regulation and Abolition) Act, 1970.
6	Registered with ESI, EPF, GST, PT, Maharashtra Labour Welfare Fund etc authorities and must be in possession of Permanent Account No (PAN)	Copy of valid registration certificate of ESI, EPF, GST, PT, Maharashtra Labour Welfare Act and PAN should be submitted.

A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder/agency. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

TECHNICAL BID EVALUATION

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned hereunder;

Sr	Particulars	Marks	To be filled up by the Bank	Documents Attached [Yes/No]. If Yes, state the Nature of document(s).
1	Average annual turnover of the Company as per Audited Balance Sheets as on 31st March 2020, 2021 and 2022			
	>25.00 crores	10		
	>22.00 crores but <=25.00 crores	8		
	>20.00 crores but <=22.00 crores	6		
	>18.00 crores but <=20.00 crores	4		
	>15.00 crores but <=18.00 crores	2		
2	No. of Employees on payroll in Housekeeping maintenance Services as on 31/03/2022			
	>700	10		
	>500 but <=700	8		
	>350 but <=500	6		
	>200 but <=350	4		
	<=200	2		
3	Number of years of experience in housekeeping, maintenance services			
	>= 10 years	10		
	>=8 but <10 years	8		
	>=5 but <8 years	6		
4	Latest ISO Certification			
	Available	2		
	Not Available	0		
5	Whether the Bidder had provided services in			
	Govt./PSU +Private	5		

	Govt./PSU	3		
	Private	2		
6	Constitution			
	Public Ltd.	5		
	Private Ltd.	4		
	Partnership	3		
	Others	2		
7	Value of single largest annual contract in the past five years (_____) in housekeeping, maintenance services in Maharashtra State			
	>9.00 Cr	5		
	>06.00 Cr but <=9.00 Cr	4		
	<=06.00 Cr	3		
8	Complaint registration and Response			
	Online (electronic, web-based) system available with the Contractor	3		
	Manual system available with the Contractor	1		
	No system used by the Contractor	0		
	Total Marks	50		

Technical Bid Evaluation: Max marks 50

Minimum marks required for qualifying in the Technical bid evaluation: 30 Marks.

The Bank will use criteria and information in addition to what has been asked above for evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

**PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER)**

To,
 Maharashtra Gramin Bank,
 Human Resources Department,
 Head Office:Aurangabad-431010

Bank Guarantee No. : _____
 Amount of Guarantee : Rs. _____/-
 Guarantee Valid up to : _____
 Last date of lodgment of claim: _____

This deed of guarantee is executed on this _____ Day of _____ 20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Maharashtra Gramin Bank**, having its Head Office at Plot No.42 in Gut No.33 (Part), Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO Aurangabad 431 010 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Maharashtra Gramin Bank, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without

Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months_____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs._____ (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).
- d) ***The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963.***

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....
 For and on behalf of the Guarantor Do so and
 to affix the seal of the Bank, in the presence of

LETTER OF AUTHORISATION TO BID

No.

Dated: / /2022

To,
The Chief General Manager,
Maharashtra Gramin Bank,
HRD Department,
Head Office: Plot No.42 in Gut No.33 (Part),
Village Golwadi, Growth Centre, in Waluj Mahanagar IV of CIDCO,
Aurangabad 431 010

Dear Sir,

Sub: Letter of Authorisation to bid for Maharashtra Gramin Bank's RFP floated for Sweeping, Cleaning & Maintenance requirements.

We M/s (Name and address of the contractor) hereby authorize
..... (Name, cadre and Address of
Agents), as our Authorized representative to submit a bid, and sign the contract on behalf of us for all
the requirements by the bank as called for vide the bank's request for proposal reference no.
..... Dated 2022

Yours faithfully,

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

(Note: This letter of authority should be on the letterhead of the principal contractor/ agency/ organization on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted)

FINANCIAL BID**Wages for contract labour – Unskilled
(Periodicity- Monthly)**

S.NO	DESCRIPTION	QUOTE FOR ONE PERSON	REMARKS
1	Minimum Wages (Basic Wages +VDA) as applicable to Area (A, B, C)	Not to be quoted by bidder	As per Govt. Guidelines- minimum wages shall be followed. The minimum wages shall be revised as and when the Govt. revises the wages.
2	EPF	Not to be quoted by bidder	As per Govt. Guidelines – Present EPF shall be remitted (@ PF- 12% + EDLI 0.50% + Admin charges 0.50% = 13.00%)
3	ESIC	Not to be quoted by bidder	As per Govt. Guidelines - ESI shall be remitted. ESI shall be applicable to the eligible workers who are working at the branches/offices under the eligible area of operation of ESI. (Present ESIC employer contribution @ 03.25%)
4	BONUS	Not to be quoted by bidder	Bonus as per Bonus act shall be followed.
5	SUB TOTAL (5=1+2+3+4)	Not to be quoted by bidder	
6	**Other statutory charges, payments, taxes etc.		(Excluding GST) (Quote in Rs. Ps. Only, Do not mention in %)
7	Contractor's administrative charges /service charges including profit margin (per person)		(Quote in Rs. Ps. Only, Do not mention in %) Administration/ service charges <u>excluding</u> GST portion
8	Total amount (8 = 5+6+7)	Not to be quoted by bidder	
9	GST	Not to be quoted by bidder	GST at present @ 18%
10	Grand Total per worker	Not to be quoted by bidder	

Note:

- 1) We abide by the terms and conditions of the bid.
- 2) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The worksheet, shown above should be filled carefully. The contractor should furnish Rate Analysis for any item for scrutiny of the rates if required.
- 3) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the RFP document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of Maharashtra Gramin Bank.

**Bidder may specify particulars of the other statutory payments, if any. If the bidder doesn't quote for the other statutory payments, then responsibility of such payments will be borne by the bidder himself and Maharashtra Gramin Bank will not be responsible for the same and will not entertain any claims thereon in this regard.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Declaration regarding minimum wages to be paid by the contractor to contract labour

(This is to enable the MGB to satisfy themselves of the intention of the contractor to adhere to Minimum Wages Act. etc.)

Wages per day of Contract Labour proposed to be paid by the contractor excluding employer's contribution of EPF but including employee contribution of EPF etc.

1)For Area A

Rs. (in figures)

Rs. (in words)

2)For Area B

Rs. (in figures)

Rs. (in words)

3)For Area C

Rs. (in figures)

Rs. (in words)

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:

Annexure - VIII (b)**CERTIFICATE**

Certified that we have remitted the monthly subscription of Employees Provident Fund & Employees State Insurance to the workers employed by me in _____ for Cleaning, Sweeping and Maintenance work for the month Year

Office in which subscription remitted	Bill No. & Date	EPF	ESI	Others

(Note: Attach the respective document challan for the verification)

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:

Annexure - VIII (c)**CERTIFICATE FOR COMPLYING WITH ALL THE APPLICABLE LABOUR LAWS AND THE RULES/ORDERS**

Certified that we I/We shall comply with all the applicable Labour Laws and the Rules/Orders issued there under from time to time. I/We should Submit all his records/monthly returns to the Maharashtra Gramin Bank, Head Office, Aurangabad to ensure strict compliance at proper time. If I/We fails to do so, failure will be a breach of the contract and Maharashtra Gramin Bank may in its discretion cancel the contract.

Some of the major laws applicable and the compliance is to be made are given below (the list is inclusive and not exhaustive):

- i) Contract Labour (R&A) Act, 1970
- ii) Minimum Wages Act, 1948
- iii) Payment of Wages Act, 1936
- iv) Employees Provident Fund & Misc.Provisions Act, 1952
- v) Employees State Insurance Act, 1948
- vi) Workmen's Compensation Act, 1923
- vii) Payment of Bonus Act, 1965
- viii) The Maharashtra Labour Welfare Fund Act, 1953
- ix) Payment of Gratuity Act, 1972,
- x) Professional Tax Act. Etc
- xi) Maternity Benefit Act, 1961

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:

Annexure - IX**DECLARATION OF NEAR RELATIVES OF MGB EMPLOYEES**

I/We.....S/o/D/o.....
.....residing at..... hereby certify that none of our relatives as defined in the Tender Document is/are employed in Maharashtra Gramin Bank as per details given in the Tender Document. In case at any stage, it is found that the information given by me is false/incorrect, Maharashtra Gramin Bank shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

[The near relatives are members of a Hindu Undivided Family/Husband and Wife/the one related to other in the manner as father, mother, son(s), and son's wife (daughter – in – laws), daughter(s), husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)]

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:

Annexure - X

UNDERTAKING

We hereby certify that we have gone through the RFP Document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum and other Labour related statutory formalities like PF, ESI, PT, LWF, bonus etc.

Place:

Date:

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address:

AFFIDAVIT REGARDING BLACKLIST/DELIST/DEBARRED**Annexure – XI****AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED DECLARATION**

I, _____ sole proprietor/ partner/ authorized signatory of M/s. _____ sole proprietorship/ partnership firm/ public/ private limited company, having its principal place of business/ registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

That I am the sole proprietor of M/s _____

OR

That ours is partnership firm having partners as under:-

Full Name of partners.

- (a)
- (b)
- (c)
- (d)

OR

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.

(Delete which is not applicable while typing affidavit)

If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.

I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

Annexure-XII

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS
EXECUTED IN THE LAST FIVE YEARS OR CURRENTLY UNDER EXECUTION**

Sr No	Award for or against applicant	Year	Name of client	Cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

Note: 1) information has to filled up in this format only

2) Indicate other points, if any to show your technical competence to indicate any important in your favour.

**SIGNATURE OF THE AUTHORISED PERSON
WITH DESIGNATION & SEAL**

Name in block letters:

Address: