



Maharashtra Real Estate Appellate Tribunal

e-Tender Document for Selection of Service Provider for Housekeeping Services

Maharashtra Real Estate Appellate Tribunal
1st Floor, One Forbes Building, Thapar House,
Dr. V. B. Gandhi Road, Kala Ghoda
Fort, Mumbai 400 001
Tel: 022-22710200

महाराष्ट्र स्थावर संपदा अपीलीय न्यायाधिकरण
१ ला मजला, वन फोर्ब्स इमारत, थापर हाउस,
डॉ व्ही. बी. गांधी मार्ग, काला घोडा,
फोर्ट, मुंबई ४०० ००१
दूरध्वनी: ०२२-२२७१०२००

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1 Glossary

Acronyms	Full Name/ Description
BEC	Bid Evaluation Committee
EMD	Earnest Money Deposit
LoA/LOI	Letter of Award / Letter of Intent
MahaREAT	Maharashtra Real Estate Appellate Tribunal
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
Requirements	"Requirements" shall mean and include all the documents prepared by the department for the Project, scope, Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
Vendor/Successful Bidder	"The Vendor" or "Successful Bidder" means the Services Provider whose bid has been accepted by the department and with whom the order has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the SP's successors, representatives (approved by the department), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

2 Notice Inviting Tender

Maharashtra Real Estate Appellate Tribunal (MahaREAT) invites e-tender from reputed and experienced agencies for providing Housekeeping Services at MahaREAT.

The schedule and other details of Tender are as under in the Control Sheet:

#	Information	Details
A. Introduction		
1.	Project Name	Selection of Service Provider for Housekeeping Services for MahaREAT
2.	Bid Document reference No and Start Date	MahaREAT/OW/447/2019 and 2 nd December 2019
3.	Bid Type	Open Tender via e-Tendering system
4.	Bid Download Due Date	11/12/2019 up to 3 P.M.
5.	Earnest Money Deposit (EMD)	INR. 17000/-, through online e-Tendering Payment Gateway mode only.
6.	EMD and Power of Attorney Submission Due Date & Time	Bidder shall submit the original signed hard copy of Power of Attorney along with the EMD (Online Payment Receipt Print Copy) in a sealed envelope titled "EMD & Power of Attorney" - RFP for Selection of Service Provider for Housekeeping Services for MahaREAT after the last date of bid submission, and as communicated by MahaREAT. Power of Attorney shall be submitted in the format provided in the Annexures of this document.
7.	Addressee and Address for the EMD to be submitted	Maharashtra Real Estate Appellate Tribunal 1 st Floor, One Forbes, Dr. V.B. Gandhi Road, Kalaghoda, Fort, Mumbai - 400 001
8.	Bank Solvency Certificate	INR 50,000
9.	Performance Bank Guarantee	2.5% of the Contract Value
B. Preparation of Bids		
10.	Language of Bid	English
11.	Bid Validity Period	180 Calendar Days from the Date of Opening of Bid
12.	Performance Security Validity Period	3 months after expiry of all the contractual obligations
C. Bid Presentation		
13.	Last date for submission of written queries for clarifications	6/12/2019 up to 1 P.M.
14.	Query Submission	To be submitted via e-mail only.

#	Information	Details
		<i>Kindly refer to section 6.4 for query format.</i>
15.	Place, Date and Time of pre-bid meeting	9/12/2019 at 3 P.M. Maharashtra Real Estate Appellate Tribunal 1st Floor, One Forbes, Dr. V.B. Gandhi Road, Kalaghoda, Fort, Mumbai - 400 001
16.	Contact Person for clarification of Queries	Shri C D Gongle, Registrar Maharashtra Real Estate Appellate Tribunal 1st Floor, One Forbes, Dr. V.B. Gandhi Road, Kalaghoda, Fort, Mumbai - 400 001
17.	Contact Information	registrar.mahareat@maharashtra.gov.in Office no. 022-22710200
18.	Last date (deadline) for receipt of proposals in response to Bid Document notice	11/12/2019 up to 4 P.M. Maharashtra Real Estate Appellate Tribunal 1st Floor, One Forbes, Dr. V.B. Gandhi Road, Kalaghoda, Fort, Mumbai - 400 001
19.	Place, Time and Date of opening of proposals received in response to the Bid Document notice	12/12/2019 at 4 P.M Maharashtra Real Estate Appellate Tribunal 1st Floor, One Forbes, Dr. V.B. Gandhi Road, Kalaghoda, Fort, Mumbai - 400 001
D. Evaluation of Bids and Awarding of Contract		
20.	Signing of Contract Agreement with MahaREAT	Within 5 days after the declaration of results

The Bidders are advised to visit the mentioned websites/portal on regular basis to check for necessary updates. MahaREAT also reserves the right to amend the dates mentioned in this RFP.

3 Disclaimer

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of MahaREAT, is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions, subject to which such information is provided. This Tender document is not an agreement and is neither an offer nor an invitation to offer by MahaREAT. This Tender is to invite proposals from applicants who are qualified to submit the bids ("Bidders").

The purpose of this Tender is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This Tender does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this Tender and wherever felt necessary obtain independent advice.

MahaREAT makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. MahaREAT may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this Tender. The information contained in this Tender document is selective and is subject to update, expansion, revision and amendment. MahaREAT does not undertake to provide any Bidder with access to any additional information or to update the information in this Tender document or to correct any inaccuracies if any therein, which may become apparent. MahaREAT reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this Tender and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of MahaREAT. Any information contained in this Tender document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by MahaREAT. Information provided in this Tender is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

MahaREAT does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, MahaREAT also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. MahaREAT reserves the right to reject any or all the expression of interest /proposals /Bids received in response to this Tender at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of MahaREAT shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

4 Invitation of Bid

4.1 Bid Document Notice

1. This bid Document is being published by the Maharashtra Real Estate Appellate Tribunal (MahaREAT), for Housekeeping Services for MahaREAT.
2. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. This bid document is not transferable.

4.2 Bid Invitation

Registrar, MahaREAT invites bidders to submit their pre-qualifications and financial offers for 'Housekeeping Services for MahaREAT' in accordance with conditions and manner prescribed in this bid document.

5 Pre-Qualification Criteria

#	Category	Qualification Criteria	Documentary Evidence
1.	Registration	The Bidder should be registered Company/ Partnership/ Sole Proprietorship in India for providing Housekeeping Services and should be in existence for at least 3 years as on the date of submission of the proposal.	Valid Copy of Certificate of Registration/ Incorporation
		The Bidder must have ST, GSTN, PAN Number registration with respective authorities since 01.04.2015	self-attested copy of these registration certificates
		The Bidder must be registered with the ESI and EPF authorities and other relevant Labour Authorities since 01.04.2015	self-attested copy of these registration certificates
		The Bidder must have Shop & Establishment registration (Gumasta License) since 01.04.2015	self-attested copy of these registration certificates
		The bidder must be registered with State/Central Labour Commissioner	Self-attested copy of the Contract License should be enclosed
2.	Staff	A minimum of 15 (Fifteen) Staff are required with their EPF contribution in last 6 months	ECR copy of latest month
3.	Experience	The Bidder should have experience of completed job of Housekeeping services of at least 10,000 sq. Ft area/ month in last 3 years.	Work Order and Completion Certificate from Client/ Satisfactory Performance certificate from at least Two Govt./Quasi Govt. organizations /PSUs/State Govt. etc. providing a minimum of 10 manpower per month for at least one year.
4.	Competence	The Bidder must have annual turnover of minimum INR 50 Lakhs each year from the Housekeeping Services Contracts for last three consecutive financial years	Copies of Profit and Loss A/c, Balance Sheet, Audit Report and Income Tax Returns of the concern duly attested by Chartered Accountant
		The Bidder must have ISO 9001:2008 certificate.	self-attested copy of the certificate
		The agency must be a profit-making organization for the last two financial years.	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and/or Certificate from the Chartered Accountant

#	Category	Qualification Criteria	Documentary Evidence
5.	Blacklisting	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document.
6.	Office Location of Bidder	The Bidder should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR) and have proper tools & tackles for providing House Keeping Services at Mumbai.	Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent

Minimum wages payable to the personnel to be engaged shall be strictly as per Central Labour Laws Only. The Bidder should comply with various provisions of Contract Labour (R & A) Act 1970 and Central Rules 1971 and should enclose the copies of the following:

1. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
2. Registration certificate under Employees Provident Act, with latest proof (challans to be attached)
3. Registration under Employees State Insurance Act, with latest proof (Challans to be attached)
4. Latest Income tax clearance certificate and PAN Card of the Contractor to be enclosed
5. Service Tax registration with latest proof (challans to be attached)
6. Registration under Sales Tax Act/VAT.
7. Copies of audited Balance Sheets for the past 3 years.

6 Instructions to Bidders

6.1 Purpose of the Bid

The purpose of this bid is to seek the services of an Agency to provide Housekeeping Services to MahaREAT till the end of contractual period. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'. The detailed scope of work is provided subsequently in this bid document.

6.2 Bidder Registration and Instructions

1. Bidders must firstly register on the e-tendering portal- www.mahatenders.gov.in.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by MahaREAT.
6. If necessary, before submitting its bid the Service Provider should inspect and examine the MahaREAT office and its surroundings and shall satisfy itself about form and nature of the location, means of access to the location, and in general, obtain all necessary information which may influence or affect service provisioning. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

6.3 Bid Preparation Cost

1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MahaREAT to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. MahaREAT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2. This bid does not commit MahaREAT to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of MahaREAT and may be returned at its sole discretion.

6.4 Pre-Bid Meeting

1. MahaREAT will host a Pre-bid Meeting for queries (if any) by the prospective bidders. Details regarding the date, time and place of the meeting are provided in Control Sheet. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of

the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

2. All enquiries from the bidders relating to this bid must be submitted to the designated contact person as mentioned in the Control Sheet of this bid document. The queries should necessarily be submitted in the following format as a Spreadsheet document:

Sr. No.	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Volume	Section No.	Page No.		
1					
2					
...					

Note: Pre-bid queries must be submitted in editable excel format only and no scanned copies shall be accepted.

3. Authorisation letter in the name of the person attending the pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting.
4. Queries submitted post the specified deadline, or which do not adhere to the specified format may not be responded to. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

6.5 Amendment of Bid Document

1. At any time before the deadline for submission of bids, MahaREAT, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. Notifications regarding amendments made in the document would be published on the website mentioned in the tender schedule and there shall be no paper advertisement.
2. The bidders are advised to visit the Mahatenders website on regular basis for checking necessary updates. MahaREAT also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been considered by the Bidder in its bid.
3. To afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, MahaREAT may, at its discretion, extend the last date for the receipt of Bids.

6.6 Rights to Terminate the Process

1. MahaREAT may terminate the bid process at any time and without assigning any reason. MahaREAT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This bid document does not constitute an offer by MahaREAT. The Bidder's participation in this process may result in MahaREAT selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MahaREAT to execute a contract or to continue negotiations. MahaREAT may terminate negotiations at any time without assigning any reason.

6.7 Earnest Money Deposit (EMD) and Refund

1. Bidders shall submit, EMD as mentioned in control sheet through online e-Tendering Payment Gateway mode only.
2. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 120 days after Signing of the Contract with the Selected Bidder. No interest shall be paid by MahaREAT on the EMD.
3. The Bid submitted without EMD, mentioned above, will be summarily rejected.
4. The EMD may be forfeited:
 - 4.1. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
 - 4.2. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time;
 - 4.3. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - 4.4. Deliberate attempts by the bidder to share wrong information / manipulate information / hide the facts.
 - 4.5. If the Successful Bidder fails to accept the Letter of Award and /or sign the Contract with the Registrar within the stipulated time
5. The decision of the MahaREAT regarding forfeiture of the EMD shall be final and binding upon bidders.
6. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee (PBG)/ Security Deposit for an amount as mentioned in the control sheet in the form of Demand Draft in favour of "Maharashtra Real Estate Appellate Tribunal"

6.8 Solvency Certificate

A valid Bank Solvency Certificate (Refer to Control Sheet) that has been issued not more than six months prior to the date of submission of bid needs to be submitted in the Pre-Qualification folder.

6.9 Submission of Bids

1. Complete bidding process will be online (e-tendering) and under cover system. All the notification & detailed terms and conditions regarding, this tender notice hereafter will be published on line on web site: <https://mahatenders.gov.in>.
2. The bid can be submitted in electronic format on the website within the deadline as specified in Control Sheet of the RFP.
3. Pre-qualification bids will be opened online on the e-tendering website.
4. Time and date of opening of financial bids will be informed by email to only qualified bidders.
5. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. Safe crypt, (n) Code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
6. Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.

7. The Registrar of MahaREAT reserves the right to accept or reject any or all the tenders without assigning any reason.
8. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
9. The proposal should contain the following submission for on the e-Tendering Portal. However, this is not an exhaustive list, bidder is expected to go through the tender and provide documents as necessary.

Section #	Category	Response
1.	Response to Pre-Qualification Criteria	<ul style="list-style-type: none"> • Prequalification cover letter as per the format given in this RFP • Bidder's particulars in the format given in this RFP • Scanned copy of power of attorney • Rental Agreement/ Utility Bill in the name of the company/Sale Deed or Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Intent • Self – attested copy of registration certificate (ST, GST & PAN, ESI & EPF, S&E – Gumasta License, State/ Central Labour commissioner) • Income tax returns of last 3 financial years • Copy of certificate for incorporation • Auditor certificate for turnover • Extracts from the audited balance sheet and profit and loss statements for last 3 financial years • Self – attested copy of ISO 9001 certificate • Copy of ECR of October 2019 • Declaration by bidder for non-blacklisting as per format provided in this RFP • Work order and completion letter / satisfactory performance certificate from at least Two Govt./Quasi Govt. organizations /PSUs/State Govt. etc. providing a minimum of 10 manpower per month for at least one year
2.	Commercial Proposal	<ul style="list-style-type: none"> • Financial Bid Covering Letter • Financial Bid • Financial Bid should upload in PDF Format through Online portal and BOQ excel not to be filled, at the time of commercial upload Filled PDF and Blank BOQ Excel.
3.	Physical Cover (To be submitted as Hard Copy at the time of bid opening)	<ul style="list-style-type: none"> • Print Copy of Receipt for EMD • Tender Fee Receipt • Original Power of Attorney

10. During Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data submitted by them in Commercial envelope. Once a bidder successfully completes the

Bid Preparation stage (by generating the Hash Values), system will not allow him/her to make any further changes or modifications in the bid data.

11. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MahaREAT reserves the right to reject the proposal.
12. Bidders should not submit physical copies of the bid to MahaREAT. Submission of the same would lead to disqualification of the bidder.
13. MahaREAT reserves the rights at all times to postpone or cancel a scheduled Bid Opening.

6.10 Site Visit

1. Bidders are welcome to visit the site and obtain additional information at their own cost and responsibility. However, a prior appointment with the concerned officials is recommended.
2. Bidders in their own interest at their cost are advised to visit, inspect and examine the site and satisfy themselves including prevailing rules, regulations/ directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their Bids in respect of the Site Conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Tribunal.
3. The bidders should note that information, if any, with regard to the site and local conditions, as contained in this Bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/arrangements shall be made by the Bidder at no extra cost to the Tribunal.

6.11 Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and MahaREAT, shall be written in English language and any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidder.

6.12 Bid Submission Format

The entire bid shall strictly be as per the format specified in this bid.

6.13 Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify to MahaREAT by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such

as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall

- a. be addressed to MahaREAT at the address named in the Control Sheet, and
 - b. bear the Contract name, the '**Selection of Service Provider for Housekeeping Services for MahaREAT**' and **Bid No. MahaREAT/OW/447/2019**, and the words "Bid Withdrawal Notice". Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

6.14 Evaluation Process

1. The evaluation process of the bid proposed to be adopted by MahaREAT is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that MahaREAT may adopt.
2. MahaREAT shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the pre-qualification documents received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. MahaREAT may waive any informality or non-conformity in a bid which does not constitute a material deviation according to MahaREAT.
3. There should be no mention of bid prices in any part of the bid other than the Commercial Bid.

6.15 Opening of Commercial Bid

1. The Commercial bids shall not be opened by MahaREAT until the evaluations of the Pre-Qualification documents has been completed.
2. After the evaluation is completed and MahaREAT has issued its no objection (if applicable), MahaREAT shall notify those Bidders whose proposals did not pass the evaluation or were considered as non-responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
3. Successful bidder would have to deploy resources within 5 working days of Award of Contract/ Letter of Intent.
4. MahaREAT shall simultaneously notify in writing to bidders who have cleared the evaluation, the date, time and location for opening the Financial Proposals. The opening date would allow Bidders sufficient time to make arrangements for attending the opening. Bidders' attendance at the opening of Financial Proposals is optional.
5. If required, the Tribunal may call the shortlisted Bidders, whose bid is found responsive to provide a presentation/demonstration of their Proposal/ service procedure at the Date and Time to be determined by the Registrar. No proposer will be entitled to be present during, or otherwise receive any information regarding Presentation / Demonstration of any other Bidder.
6. MahaREAT shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the bid Price, and any other details as MahaREAT may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.
7. Financial Proposals shall be opened in the presence of the Qualified Bidders' representatives who choose to attend.

8. Commercial Bids from bidders who have failed to qualify in pre-qualification of the bid will not be opened.
9. Only bids that are opened at the bid opening shall be considered further.
10. Authorization letter in the name of the person attending bid opening needs to be submitted on the letterhead of the Bidder during bid opening.
11. The Commercial Bids will be evaluated by MahaREAT for completeness and accuracy.
12. Activities and items described in the Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
13. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.
14. If MahaREAT finds that the tender specified manpower is not able to provide satisfactory service, the agency will have to provide additional hands without any increase in the monthly bill.
15. The Tribunal reserves the right to further negotiate the prices quoted by the L1 bidder.

6.16 Rights to Accept/Reject any or all Bids

MahaREAT reserves the right to accept or reject any bid, and to annul 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 MahaREAT's action.

6.17 Notifications of Award and Signing of Contract

1. Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by email that their bid has been accepted.
2. At the time MahaREAT notifies the successful Bidder that its bid has been accepted, MahaREAT will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to MahaREAT.

6.18 Security Guarantee (Performance Bank Guarantee)

1. The Successful Bidder shall at his own expense submit with MahaREAT within 2 (Two) working days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, PBG/Security Deposit in the form a Demand Draft (DD) from Nationalized or Scheduled Bank, payable at Mumbai, for the due performance and fulfilment of the contract by the bidder.
2. The PBG/Security Deposit shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
3. The PBG/Security Deposit will be in the form of a DD for an amount equal to 2.5% of the Contract value. All charges whatsoever such as premium; commission etc. with respect to the PBG/Security Deposit shall be borne by the bidder.
4. The PBG/Security deposit shall be valid until the end of six months after the completion of the contract (i.e. two years) with successful bidder. After the completion of period security deposit amount will be refunded after deduction of penal amount, if any.
5. In the event of the Bidder being unable to service the contract for whatever reason MahaREAT would forfeit PBG/security deposit. Notwithstanding and without prejudice to any rights whatsoever of MahaREAT under the contract in the matter, the proceeds of the PBG shall be

payable to MahaREAT as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MahaREAT shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

6. MahaREAT shall also be entitled to make recoveries from the bidder's bills, PBG/Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

6.19 Failure to agree with the Terms and Conditions of the Bid/Contract

1. Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.
2. MahaREAT has the right to review the contract at regular intervals on the basis of satisfactory performance in the previous period. MahaREAT may also call for revised technical/financial bid, from the technically qualified bidders, any time after one year if deemed necessary.
3. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Bidder or because of change in the MahaREAT's requirements etc. as may be specified in the contract to be signed between the parties. MahaREAT reserves right to terminate this initial contract at any time without giving any notice to the selected bidder.
4. Registrar, MahaREAT reserves the right to withdraw/relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

6.20 Confidential Information

1. MahaREAT and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder shall not use the documents, data, and other information received from MahaREAT for any purpose other than the services required for the performance of the Contract.

6.21 Stamp Duty

1. The stamp duty payable for the contract shall be borne by the successful bidder IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.
2. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract.
3. The successful Bidder shall enter into a contract agreement with MahaREAT within 5 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.

4. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.
5. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

6.22 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of MahaREAT as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at his option terminate the contract.

6.23 Dispute Resolution

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

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

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Tribunal shall appoint sole arbitrator and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The successful Bidder shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue, at the sole discretion of the Tribunal, to render the service(s) in accordance with the provisions of the Contract notwithstanding

the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section shall survive the Contract.

6.24 Jurisdiction of the Courts

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

7 Scope of Work

7.1 Types of Service and Their Frequency

7.1.1 Technical Services

A] Carpentry

1. Check all # Door closers # Floor springs # Locks # Latches # Shutters # Hinges #Handles #Doors etc.
2. Attend to complaints/requests within 24 hours of lodging of the complaints for repairing the chair, opening a stuck drawer, floor spring/door closer, blinds etc. Minor repairs to be carried out immediately.

B] Plumbing

1. Check all Cloakrooms – W/C, urinals, and clear blockages if any.
2. Attend to complaints/requests within 24 hours of lodging of the complaints; Major repairs to be carried out immediately
3. Clear blockages in main line as and when required.
4. Check inventory of spares & consumables
5. General and civil Repairs
6. Co-ordinate for works like painting, polishing, tiling, ceiling works etc.
7. Check and Monitor the hardness of drinking water
8. Ensure proper water management and maintain records of water consumption details

C] Electrical and Mechanical Works

As maybe prescribed by the Tribunal from time to time. Payment for the same would be on actuals.

D] Pest Control Services

Following activities should be carried by Pest control team:

1. Rodent control
2. Cockroach gel treatment
3. Lizard and spider control
4. Bed bugs treatment
5. Termite control
6. Mosquitoes and flies' control
7. Drains and washroom spray to control insects

7.1.2 Soft services

A] Works to be completed by 09:30hrs on all working days (except Sundays and Bank Holidays)

#	Type of Service	Frequency of Service	Method
1	Sweeping & wet mopping with phenol/any other equivalent disinfectant of all floors i.e. including workstation area, cabin enclosures, conference rooms, advocate rooms, other working/office areas etc.	Daily Twice	Manual / Mechanised

#	Type of Service	Frequency of Service	Method
2	Dry vacuum cleaning of carpeted areas in cabins and court room	Daily Once after/before office hours	Mechanised
3	Collecting of waste from the waste paper basket and storage at common place. Thereafter, segregation of waste and disposing off the same outside office premises as per MCGM guidelines/rules	Daily Once	Manually
4	Dusting & wiping of all open work stations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument, cabins including desk chairs, tables, side-units, sofas & other furniture on the floors without damaging any of the equipment/furniture.	Daily Once	Manually using dry & wet cloth as per requirement
5	Glass cleaning internally and externally including glass, glass doors and window panes in court rooms and in cabins from inside	Daily Once	Manually using dry & wet cloth using spray liquid cologne

B] Miscellaneous Works

#	Type of Service	Frequency of Service	Method
1	All crockery, cutlery and utensils to be cleaned and kept properly	Daily (as directed)	Manual from the pool of personnel deployed for cleaning activities.

C] Works to be carried out daily at different intervals

#	Type of Service	Frequency of Service	Method
1	Cleaning of Pantry and Toilets along with toilet fixtures such as urinals, wash basins, W.C., mirror, lights, doors, dustbins, buckets, mugs in the toilet, and stains from floors/walls as per schedules or requirement.	Daily Thrice (before 0930hrs, 1300hrs and 1530hrs) or as directed	Scrubbing and washing with appropriate cleaning material/machines, wet and dry wiping manually/mechanically with soap solution/spray cologne
2	All drains to be cleaned daily & as required, so as to ensure smooth discharge of waste water. There shall not be any stagnation & over flowing of water.	Daily Twice (before 0930hrs and 1530hrs) or as directed	Manual/Mechanised
3	Soap containers fitted in the toilets should be filled everyday with any branded liquid soap (Lifebuoy, Dettol etc.)	Daily Twice (before 0930hrs, 1230hrs and 1530hrs). In addition to above as and when instructed by caretaker	Manually

D] Work to be carried out on periodical basis

#	Type of Service	Frequency of Service	Method
1	Cleaning of signboards, signage, nameplates	Once Weekly	Manually/Mechanically using appropriate shining material
2	Removing cobwebs from the walls/ceiling etc.	Once every fortnight	Manually/Mechanised as the circumstances may demand

E] Cleaning of Sofas and Executive Chairs

#	Type of Service	Frequency of Service	Method
1	Dry vacuum cleaning	Monthly Once	Mechanised vacuuming
2	Shampoo cleaning	Quarterly Once	Mechanised vacuuming & shampooing
3	Dusting cleaning etc. of roller vertical blinds to keep them in working condition throughout the year	Monthly Once	Manually using dry and wet cloth and liquid detergent
4	Pest Control	Monthly Once (after office hours)	Eco-friendly and Government approved chemical to be used
5	Rodent Control	Monthly Once (after office hours)	Eco-friendly glue boards, chemicals and cakes along with rodent traps to be used to control rodent infestation

7.1.3 Equipment and Consumables To Be Provided by Agency

#	Consumables & Tools	Brands
1	Mops	Taski, Unger, Roots, Cam, Gala, Scotch Brite or equivalent
2	Garbage Cover	Plasto or equivalent
3	Cleaning Pads	3M, Scotch Brite or equivalent
4	Cleaning Cloth	Taski, Unger, Gala, 3M, Scotch Brite or equivalent
5	Tools	Taski, Unger, Roots, Gala, Cam, Scotch Brite or equivalent
6	Wringer Trolley	Taski, Unger, Roots, Gala or equivalent
7	Room Fresheners (Auto)	Taski, Airwick, Ambi Pur, Odonil or equivalent
8	Glass and surface cleaner	Colin or equivalent
9	Toilet cleaner	Harpic or equivalent
10	Floor Disinfectant	Lizol or equivalent
11	Air Freshener	Odonil or equivalent
12	Dishwasher	Pril, Vim or equivalent
13	Phenol	Shine, Idea Express or equivalent
14	Brasso	Brasso

#	Consumables & Tools	Brands
15	Flushmatic	Harpic or equivalent
16	Liquid Handwash	Dettol, Lifebuoy or equivalent
17	Toilet Soap	Medimix, Dettol or equivalent (As Directed)
18	Naphthalene Tablet	Feel Fresh, Titiz or equivalent
19	Urinal Tablets	Inkhead, eWAS or Equivalent
20	Floor Duster	-
21	Table Duster	-
22	Soft Broom	-
23	R1 to R7 Cleaning Chemical	Johnson, Diversey or equivalent
24	Roll Tissue Paper	Scoot, So Soft or equivalent
25	Mosquito Vaporiser with refill	AllOut, GoodKnight or equivalent

It will be the responsibility of service provider to maintain and operate all consumable items as listed above (or if any other) monthly basis to cover all the areas under SOP. Any replacement of consumables at the request of MahaREAT must be complied within 3 days of the request.

7.2 Area Statement

#	Building /Premise	Layout	Area (Sq.Ft)
1	One Forbes	Single floor consisting of 2 court rooms, Chambers of Hon'ble Chairperson, two Members, the Registrar and the Account Officer, 1 Conference Room, 1 Advocates Room, Office Area, Toilets and Passages, and all area there-in	5500

7.3 Other Terms and Conditions

1. The bidder shall ensure that office decorum is maintained in the premises.
2. The bidder would ensure that all his personnel behave courteously and decently with employees of MahaREAT.
3. The bidder shall not subcontract the Contract work in any manner. The successful bidder may outsource certain noncritical activities in the scope of work like installation of the equipment to a third party after prior written consent from the Tribunal. However, such consent shall not relieve the successful bidder from any liability or obligation under the contract.
4. The successful bidder shall have to enter into a contract with the department and the contract shall be valid for a period of two years from the date of issuance of the work order. With an option to renew for another year on the same terms and conditions. However, MahaREAT reserves the right to terminate the Contract at any time by giving one month's notice to the Contractor.
5. The contract rates shall include the cost for all essential and contingent works, which although not specifically mentioned in this contract, are necessary for completion of the work to the satisfaction of Registrar MahaREAT, Mumbai
6. The bidder will have to provide all the manpower and equipment needed for the contract work at their own cost. The bidder shall ensure that the manpower deployed has sufficient experience to carry out the activities in the scope of work as mentioned in this RFP.
7. The Bidder shall, on award of contract, furnish names and addresses of and submit the photo and residential proof of his personnel deployed for the contract work to MahaREAT. No other

person except Bidder's authorized representatives about whom MahaREAT is informed shall be allowed to enter the premises.

8. Working Hours –

- a. All the housekeeping services will be provided for six days a week including on Intervening holidays.
 - b. Housekeeping staff deployed by the agency shall be required to work in for six days a week from Monday to Saturday from 0830 hrs. to 1900 hrs. with half an hour lunch break. The manpower will also be called upon to perform duties on Saturday/Sunday and other holidays where required, No extra charge will be paid for attending the office on such holidays.
 - c. The labourers shall also be given weekly off after six continuous working days.
9. The Bidder shall provide uniform and identity cards to its personnel. He shall ensure that the deployed personnel invariably wear the uniform and displays their identity cards while discharging their functions so that they can be easily identified by one and all.
 10. The bidder shall be responsible for timely completion of work on day to day basis. The personnel deployed by the bidder shall be available in the premises from 0830hrs to 1900 hrs. Cleaning of the premises will have to begin by 0830 hrs. and shall finish before arrival of the staff members of the department i.e. before 0930 hrs.
 11. Agency to keep minimum staff on Sundays and Bank Holidays to carryout Housekeeping works at the office as per requirement, which are part of daily routine works & no extra payment shall be made in this regard. In case of administrative exigencies as and when need arises the bidder shall provide his services and personnel even on the Sundays and National Holidays at no extra cost.
 12. The personnel will render services on all working days and any other day as may be required, excluding holidays / public holidays which are mandatory under labour laws. They will maintain cleanliness of toilets lavatories, pantry, floors, etc. and will attend to any unforeseen jobs as well as exigency of work. No extra payment for this shall be made.
 13. The bidder shall maintain an Attendance Register and Work Report of personnel which is to be counter-signed by Administrative officer of MahaREAT. The above register of personnel shall subject to check by the concerned officer of MahaREAT, Mumbai. Work report should include all the items mentioned in the scope of work as per the frequency/ schedule.
 14. 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.
 15. Manpower required for execution of the entire work including transport shall be arranged by the bidder. In case, a particular worker remains absent due to any reason, it would be the responsibility of the bidder to provide replacement of personnel against the absentee.
 16. The Bidder will have to ensure the punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of the contract. The personnel so engaged by the Bidder should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk or engage in unlawful activities such as playing cards etc. while on duty and inside the campus premises of MahaREAT. They shall be under employment and disciplinary jurisdiction of the Bidder. No tips in any form shall be accepted/entertained.
 17. The Bidder shall ensure quality work in a planned and time bound manner. The standard of cleaning material, tools and tackles, machinery/equipment and deployment of manpower for carrying out housekeeping work shall be to the satisfaction of Caretaker/Officers supervising the work. Whenever the quality of the Housekeeping Services /maintenance rendered are below standard, MahaREAT at its own discretion will impose penalties as mentioned in this document and recover/adjust the amount from the monthly bill/Security Deposit
 18. The services provided by bidder shall be to the satisfaction of Registrar MahaREAT, Mumbai

19. The bidder shall have no claim against the MahaREAT, Mumbai in respect of any work, which may be withdrawn.
20. The Bidder shall be solely responsible for payment of wages/ salaries and other benefits and allowances to his personnel that might become applicable under any Act or Order of the Government. The Bidder shall submit and comply unconditional undertaking about abiding with prevalent Rules and Regulations of any Act under State /Central Government, shall participate in tendering process. MahaREAT shall have no liability whatsoever with regards to compliance of the same. Further, MahaREAT does not owe any kind of responsibility for permanent employment of labourers.
21. The bidder shall be liable to pay compensation of any loss to the property of MahaREAT caused by the acts of omission and/or commission by its personnel.
22. In case of any loss caused to the third party by way of the conduct of the personnel deployed by the bidder, department shall not be responsible. Bidder shall be solely responsible to compensate the third party in such cases.
23. The bidder and/or its personnel shall not allow movement of equipment/items or any property of the department in or out of the premises without prior permission of the competent authority. Bidder shall be solely responsible if any equipment/items or property is found missing and will have to compensate the department as decided by the competent authority of the department. Bidder shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
24. The bidder shall provide the safety articles /equipment to its personnel including but not restricted to gloves, masks, googles, etc. Safety of the personnel deployed by the bidder will be the sole responsibility of the Bidder and that MahaREAT will not be responsible for any kind of hurt/loss/damage caused to the personnel on account of any accident or mishap. The bidder shall take insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948. The bidder shall arrange necessary insurance cover for any persons deployed by him even for short duration. MahaREAT shall not entertain any claim arising out of mishap, if any, which may take place. In the event of any liability / claim falling on MahaREAT, the same shall be reimbursed / indemnified by the bidder.
25. The bidder shall not communicate or use in advertising, publicity, bidding for other contract, sales releases or in any other medium, photographs or other production of the work under this contract.
26. The conduct of the successful bidder will be constantly monitored for inviting and failure to abide by the terms and conditions of the contract, failure to maintain The premises in tidy and clean condition, lack of punctuality and any breach in security procedure or making any false declaration to any Govt. Agency which in the opinion of the Govt. is not in the public interest shall make the contract liable to be terminated.
27. None of the employees of the successful Bidder shall enter into any kind of private work within MahaREAT. Non-compliance with this provision will be deemed to be violative of the contract inviting penal action/cancellation of contract.
28. The staff employed by the successful Bidder shall not below the age of 18 years and non-compliance of the same may lead to the termination of the contract. They shall be medically fit and kept neat and clean. The successful Bidder shall not employ young children as prohibited under the law/rules/regulations. A record of this will be maintained by the successful Bidder.

7.3.1 Tenancy Rights

1. The Successful Bidder shall be given a suitable place during the contract period for storing the material required to provide the service to the Tribunal as per the contract. The place so provided should be used only for the performance of the duties under the contract and not for any other purpose and only for the period till the contract is in force. The place should be vacated at once when the Contract is terminated / ended. Storage of materials at site would be

the responsibility of the Successful Bidder and MahaREAT would not take any responsibility for the same.

2. Nothing herein contained shall be construed to create any tenancy in Successful Bidder's favour of the Premises of MahaREAT. On termination of this Housekeeping Services contract, MahaREAT can re-enter and retake possession of the Premises serviced by the Successful Bidder under this contract. The Successful Bidder shall not assign or transfer howsoever the benefit or burden of the Housekeeping Services contract to any person or concerned workers/ labourers/ Housekeeping Services.

8 Terms of Payment

1. The bidder will submit the **monthly bill** for reimbursement in duplicate enclosing the certificates, which shall be duly certified by the officer-in-charge and the same shall be paid thereof after making recovery, if any.
2. Payment for Carpentry, Plumbing and Electrical Services shall be made on actuals and the cost of materials required to be used shall be reimbursed on production of supporting documentary evidence of payment.
3. The Bidder shall pay the Govt. dues such as GST, Professional Tax etc. as and when required. Any other new statutory tax /levy, if applicable, arising after the opening of the Techno-Commercial Bid will be reimbursed at actual on production of supporting documentary evidence of payment. MahaREAT shall not be responsible in any manner in this regard.
4. The bidder shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under service contract and furnish necessary proof whenever required, regarding actual deployment of personnel & their attendance. The bidder should pay EPF and ESIC contributions (of employer and employee) on monthly basis and submit its ECR / challan copies to MahaREAT failing which monthly bills will not be processed further.
5. No interim bills will be entertained. The bill payment will be subject to TDS applicable.
6. Any complaint regarding non-payment of wages to personnel may result in termination of the contract.

9 Penalties

1. Penalties shall be recovered from the bills or otherwise. For the purpose of imposing penalty, the decision of the Chairperson, MahaREAT will be final and binding on the bidder and shall not be subject to dispute or arbitration.
2. If the Successful Bidder fails to attend the complaint within 48 hours of the lodging of complaint, Liquidated Damages of Rs.100/per day will be recovered from him till the defect is rectified.

#	Description	Penalty /day /event (In INR)
1.	Not maintaining daily or Weekly cleaning timetable	500
2.	Not obeying orders of Staff or non-satisfactory work	1000
3.	Inadequate stock of disinfectant & detergent etc.	100
4.	Non supply of items for cleaning to worker	100
5.	Non supply of uniform to staff.	100
6.	Every complaint of Staff regarding inappropriate cleaning (After enquiry)	1000
7.	Appointment of Child labour	Termination of Contract
8.	The Successful Bidder should disburse salary of Deployed Staff before 10th of every month. Delay in disbursement of the salary to its deployed manpower, inclusive of other allowance.	100
9	Failure to carry out housekeeping services due to absence of personnel or any other reason	500

Further penalties may be added at the discretion of MahaREAT at the time of signing of contract.

9.1 Feedback

MahaREAT may ask the successful Bidder to submit monthly feedback collected from the Tribunal Staff. On the basis of feedback, MahaREAT may at its own discretion impose financial penalty depending on gravity of the issue and in case of similar repetition MahaREAT can cancel the contract unilaterally without notice and bank guarantee will be forfeited.

10 Annexure I: Instructions for Pre-Qualification Bid

10.1 Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To

<Insert complete postal address>

Sub : Housekeeping Services for MahaREAT

Ref : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

Having examined the bid, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the bid for the Housekeeping Services for MahaREAT

We attach hereto our responses to pre-qualification requirements and commercial bids as required by the bid. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MahaREAT, Mumbai, are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Tribunal in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for the bid validity period as mentioned in the RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the bid.

We agree that you are not bound to accept any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the bid response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

10.2 Format to share Bidder's Particulars

Sr. No	Description	Details (to be filled by the responder to the Bid)
1.	Name of the company	
2.	Full Address of registered office with Pin Code	
3.	Phone No. And Fax No.	
4.	Type of Organization.	
5.	Mobile number of five top officials with Name and Designation	
6.	e-Mail ID of top five officials	
7.	Corporate Headquarters Address	
8.	Phone No. And Fax No.	
9.	Web Site Address (if any)	
10.	Name and designation of authorised person with mobile number (authorization letter to be enclosed)	
11.	Details of Company's Registration (Please enclose copy of the company registration document)	
12.	Name of Registration Authority	
13.	Registration Number and Year of Registration	
14.	ISO certifications and its validity	
15.	GST registration No.	
16.	Service Tax Registration No.	
17.	Permanent Account Number (PAN)	

Please submit the relevant proofs for all the details mentioned above along with your bid response.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

10.3 Format for Declaration by the Bidder for not being Blacklisted / Debarred

(on INR 100/- stamp paper)

Format for Anti-blacklisting certificate

We, _____ (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or non-black listing / debarring by Central/State Government/ ULB, statutory organization, SPV etc. agency from participating in Project/s, as on the date of submission.

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the Contract period.

Dated _____

Name of the firm

(Signature, name and designation of the authorized signatory)

10.4 Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)

Ref. No. :

Date :

Bank Guarantee No. :

To

<Insert complete postal address>

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----
-----BANK incorporated under the English / Indian Companies Acts and carrying on business in
Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its
successors and assigns) of the first part -----

inhabitants carrying on business at -----

in Mumbai under the style and name of Messers -----

(hereinafter referred to as 'the contractors') of the second part Shri-----

MahaREAT, MUMBAI (hereinafter referred to as 'the Tribunal' which expression shall be deemed, also
to include his successor or successors for the time being in the said office of Chairperson) of the third
part and MahaREAT, MUMBAI (hereinafter referred to as 'Tribunal') of the fourth part WHEREAS the
contractors indemnify and keep indemnified the Tribunal against any loss or damage that may be
caused to or suffered by the Tribunal by reason of any breach by the contractors of any of the terms
and conditions of the contract that will be entered subsequently (within 15 days) and/or in the
performance thereof against Letter of Intent number ----- dated ----- for
the project <insert project name> of ----- department having tender No. <<>>
tender amount Rs.----- and the terms of such tender / contract require that the
contractors shall deposit with the Chairperson as earnest money and/ or the security a sum of Rs.----
----- (Rupees-----) AND WHEREAS if
and when any such tender is accepted by the Chairperson, the contract to be entered into in
furtherance thereof by the contractors will provide that such deposit shall remain with and will be
appropriated by the Chairperson towards the Security Deposit to be taken under the contract and be
redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of
such contract and shall duly satisfy all claims properly chargeable against them thereunder AND
WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the
accounts of the contractors, the Bank with the consent and concurrence of the contractors has
requested the Chairperson to accept the undertaking of the Bank hereinafter contained, in place of the

contractors depositing with the Chairperson the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Chairperson has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Chairperson to pay to the Chairperson upon demand in writing, whenever required by him/her, from time to time, so to do, a sum not exceeding in the whole Rs.----- (Rupees-----) under the terms of the said tender and/or the contract. The B.G. is valid upto -----

We agree that the decision of the Tribunal, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Tribunal shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Tribunal.

“Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. ----- only and guarantee shall remain in force upto ----- unless the demand or claim under this guarantee is made on us in writing on or before-----all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) -----
Name and ----- the duly constituted Attorney Manager
Address -----

the Bank and the said Messrs-----
----- (Name of the bank)

WITNESS (1) -----
Name and -----
Address -----

WITNESS (2) ----- for Messrs -----

Name and ----- (Name of the contractor)

Address -----

Have here into set their respective hands the day and year first above written.

11 Annexure II: Instructions and Pre-Qualification Bid Document Formats

11.1 Format to share Project Details

#	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details		
4.	Carpet Area (In Sq. Ft)		
5.	Number of Workers Engaged		
6.	Scope of Work		
7.	Contract Value		
8.	Completion Date		

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the pre-qualification criteria and technical bid evaluation.

12 Annexure III: Commercial Bid Formats

12.1 Commercial Bid Cover Letter

Date: dd/mm/yyyy

To

<Insert Complete Postal Address>

Sub : Selection of Service Provider for Housekeeping Services for MahaREAT

Ref : Bid No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "*Selection of Service Provider for Housekeeping Services for MahaREAT*" do hereby propose to provide services as specified in the bid referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

12.2 Financial Bid Format

(to Be Filled Online. Rates in INR)

I. MAN POWER CHARGES INCLUDING PF, ESI AS APPLICABLE AND OTHER ALLOWANCES* INCLUDING UNIFORM AND ID.				
#	Type of man power	Rate per Month	Total Nos.	Amount per Month
1.	Trained House Keeping Sweeper (Unskilled)			
2.	Trained House Keeping Worker (Unskilled)			
II. MACHINES, TOOLS, EQUIPMENT & CONSUMABLES CHARGES (Amount per month)				
	Charges for providing and maintaining machines, equipment, tools and tackles, small or big, all the consumables their refills and another item (s) that may be required for fulfillment of the contract (as per the scope of work).			
III. PEST AND RODENT CONTROL SERVICES (Amount per Month)				
	Charges for providing the services for Pest and Rodent control including man power, equipment and consumable chemicals (as per the scope of work).			
IV. MANAGEMENT/ SERVICE CHARGES on Manpower (Amount per Month)				
	Service charges/ Management fee which should include: All expenditure on providing managerial /supervisory/ administrative services by all means to get the work through deployed housekeeping staff			
Total of I+II+III+IV (in INR/month)				
Total in Words				

* Central Govt. minimum wages act (Labour) to be applied.

V. MAN POWER CHARGES INCLUDING PF, ESI AS APPLICABLE AND OTHER ALLOWANCES* INCLUDING UNIFORM AND ID.			
#	Type of man power	Rate per Visit (INR)	Total Nos.
1.	Electrician		01
2.	Plumber		01
3.	Carpenter		01

Notes:

1. Manpower may be increased or decreased in any month as per quantum of work. Accordingly, service charge will be increased or decreased.

2. The tenderer should quote manpower charges in financial bid strictly in accordance with the minimum wages as decided by the Central Govt. If the rates quoted found below the minimum wages, tender will be rejected.
3. Per month rate for Sr. No II, III, IV will remain the same for entire contract period including extension period even if the scope of work or area will increase. Service provider will maintain the same without claiming any extra cost. However, service charge (Sr.No.IV) will increase or decrease on requirement of manpower/revision of minimum wage of manpower under Act (Labour).
4. Tender will be awarded after taking into account all the components i.e. I to IV above.
5. Quoted price should be exclusive of all taxes and levies. Taxes as applicable shall be paid extra to the appointed contractor.
6. Bidder should not share any bid price information in the Prequalification/Technical bid. If found, the bidder shall be disqualified with immediate effect.
7. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

Place:

Date:

(Signature of the bidder with seal)

13 Annexure IV: Format for Power of Attorney

Know by all men by these presents, we _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "Selection of Service Provider for Housekeeping Services for MahaREAT", including signing and submission of all documents and providing information/responses to the MahaREAT, representing us in all matters before MahaREAT, and generally dealing with the MahaREAT in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

14 Annexure V: Format for Authorization Letter

(to be provided on the letter head of Bidder)

No.....

Date.....

To

The

Maharashtra Real Estate Appellate Tribunal,
Mumbai.

Sub: Bid No..... due date.....

Sir,

We here by authorize Mr./Ms. as our authorized representative,
to represent us on the following occasion: -

- Pre-bid Meeting to be held on At A.M./P.M.
- Bid Opening on At A.M./P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of Signatory:

Designation:

Rubber Stamp: