

**THE PROVIDENT INVESTMENT COMPANY LTD.  
(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)  
Edward villa 11A, Capt. PrakashPethe Marg. Cuffe Parade;  
Colaba,  
Mumbai - 400 005, Head office Bhopal-462004 (MP)  
Website: [www.finance.mp.gov.in](http://www.finance.mp.gov.in) , Telephone &Fax: 2216 0496.  
Ref.No: PICL/Tender/2018-19  
Date: 00.08.2018**

### **Tender Notice**

#### **Housekeeping, Security & Allied Services**

**The Managing Director, PICL invites sealed tenders from the reputed Companies/Agencies for Housekeeping, Security & Allied Services at PICL. The tender notice along with detailed terms & condition is available on the official Website: [www.finance.mp.gov.in](http://www.finance.mp.gov.in) which may be downloaded for use by interested bidders.**

**The tenders are required to submit duly filled tender/quotation with required documents & attested Xerox copies of registration of companies/firms/Agencies, PAN, PF, ESI, Income-Tax Clearance Certificate of last 4 years, GST Certificate, Turnover Certificate, Experience Certificate etc. & Earnest money Deposit (EMD) Drawn in the name of Managing Director, PICL MUMBAI OF Rs. 50,000/-.**

**Sealed tenders complete in all respects should reach to the Managing Director, PICL Mumbai upto 15:00 hrs. On 25.08.2018 and technical tenders will be opened on the same day in presence of bidders at 16:00 Hrs. Financial Tenders will be opened on 30.08.2018 in presence of bidders at 15:00 Hrs. The Tenders/Quotations received late or without all documents will be rejected summarily.**

**Managing Director, PICL reserves the right to reject or cancel any or all quotations without assigning any reasons.**

**Managing Director**

**THE PROVIDENT INVESTMENT COMPANY LTD**  
(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)  
Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in.com](mailto:secyfinance@mp.gov.in.com)

## **TENDER DOCUMENT**

**HOUSEKEEPING, SECURITY AND MANPOWER SUPPLY SERVICES**

**AT**

**EDWARD VILLA VVIP GUEST HOUSE, PLOT 11 A CAPT. PRAKASH PETHE**

Pages 01 to 55 (Part -'A')  
Pages 56 to 58 (Part -'B')  
Including cover pages

**THE PROVIDENT INVESTMENT COMPANY LTD**  
**(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)**  
Edward villa 11A, Capt. Prakash Pethe Marg, Cuffe Parade; Colaba, Mumbai - 400  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in](mailto:secyfinance@mp.gov.in)

**TENDER DOCUMENT FOR**

Hiring of Agency for

*'Housekeeping, Security and Manpower supply Services*

**EDWARD VILLA VVIP GUEST HOUSE, PLOT 11 & CAPT. PRAKASH PETHE MARG  
CUFFE PARADE, COLABA MUMBAI- 400005**

## **SECTION-1**

### **THE PROVIDENT INVESTMENT COMPANY LTD (A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)**

Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in](mailto:secyfinance@mp.gov.in)

**Tender No. 01/August/Edward Villa/Housekeeping/2018**

**/2018**

#### **1. NOTICE INVITING TENDER**

- 1.1 Sealed tenders for Job Work in State Guest House of Government of Madhya Pradesh at 11 A, Edward villa Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005 are invited for the activities of Housekeeping, security and Manpower supply services with two bid systems (Technical bid & Financial bid) in the prescribed proforma from interested Registered Companies/Firms for one year from the date of start of work. The agreement may be extended up to three years subject to good performance and mutual consent'
- 1.2 Detailed job descriptions have been made in the relevant section of the body of tender document.
- 1.3 Tender documents shall be downloaded from the website: [www.mpfinance.gov.in](http://www.mpfinance.gov.in) and submission of bids in such downloaded forms should be accompanied by non-refundable cost of the form ₹ 1,000/- (Rs. One Thousand only) to be paid in person.
- 1.4 The financial bid has to be submitted through up to 03:00 PM on /2018 on site [www.mpfinance.gov.in](http://www.mpfinance.gov.in) or in company office Edward villa Mumbai. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose on /2018 at P.M.
- 1.5 The last date of submission of Technical Bid is /2018, up to 00 PM and the same will be opened in the presence of such bidder who may wish to be present at 11A, Edward villa Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai – 400005 on the same day i.e. on /2018 at PM.
- 1.6 Technical bid must be submitted in two cover system, 1<sup>st</sup> for technical bid subscribing Housekeeping, security and Manpower supply services and II<sup>nd</sup> for Demand draft from any Nationalised/ Scheduled Bank for EMD 50,000/- (Rs. Fifty Thousand only), technical bid and EMD Bank Draft enclosed in large envelope.
- 1.7 A pre-bid conference will be held on 2018 at 00 AM in the Edward villa Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai – 400005.
- 1.8 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

General Manager,  
PICL, Mumbai

## **SECTION-2**

### **THE PROVIDENT INVESTMENT COMPANY LTD (A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)**

Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in](mailto:secyfinance@mp.gov.in)

#### **2. BRIEF INFORMATION ON BID DOCUMENT**

Tender No.	Edward villa/2018/PICL/August/Housekeeping
Duration of Contract	One year (may be extended yearly up to 3 years on mutual consent)
Last date and time of submission	/2018 up to 3.00 p.m.
Date and Time of Opening of Technical Bid	/2018 at 3.30 p.m.
<b>Date and Time of Pre-bid conference</b>	/2018 at 11.00 a.m.
Date of opening of Financial Bid for Technically qualified Bidders	/2018 at 3:00 p.m.
EMD	50,000/-
Cost of Tender Document	1,000/-
Validity of Bid	120 days
Total No. of Pages of Tender Document	01 to 58
Address & Venue of Submission of Bids	Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005
Contact person for clarification, if any (During office hours)	GM Telephone & Fax: 2216 0496. Email: <a href="mailto:secyfinance@mp.gov.in">secyfinance@mp.gov.in</a>

## **SECTION-3**

**THE PROVIDENT INVESTMENT COMPANY LTD**  
(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)  
Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in](mailto:secyfinance@mp.gov.in)

### **TENDER DOCUMENT FOR**

Hiring of Agency

*‘HOUSEKEEPING, SECURITY & MAN POWER SUPPLY SERVICES*

For Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai -  
400005

### **Table of Contents**

<b>Section 1 -</b>	<b>Notice Inviting Tender (NIT) .....</b>
<b>Section 2 -</b>	<b>Brief Information on Bid Document.....</b>
<b>Section 3-</b>	<b>Table of Contents.....</b>
<b>Section 4-</b>	<b>Technical Bid Submission Form .....</b>
<b>Section 5 -</b>	<b>Instructions to Bidders.....</b>
<b>Section 6 -</b>	<b>General Conditions of Contract (GCC) .....</b>
<b>Section 7 -</b>	<b>Special Conditions of Contract (SCC) .....</b>
<b>Section 8 -</b>	<b>Scope of Work / Requirement.....</b>
<b>Section 9 -</b>	<b>Other works.....</b>
<b>Section 10 -</b>	<b>Resource Requirement.....</b>
<b>Section 11.1-</b>	<b>Contact Details Form (of the Bidder) .....</b>
<b>11.2-</b>	<b>Form for Financial Capacity .....</b>
<b>11.3-</b>	<b>Contract .....</b>
<b>11.4-</b>	<b>Form of Performance Bank Guarantee .....</b>
<b>Section 12 -</b>	<b>Financial Bid Submission Form.....</b>
<b>Section 13 -</b>	<b>Check List .....</b>

## **SECTION- 4**

### **'HOUSEKEEPING, SECURITY & MAN POWER SUPPLY SERVICES**

#### **4.1. TECHNICAL BID**

<b>4.1.1</b>	Name of Tendering Company/ Firm	
<b>4.1.2</b>	Names of Directors / Partner	
<b>4.1.3</b>	Full Particulars of Office	
<b>4.1.3. A</b>	Address	
<b>4.1.3.B</b>	Telephone No.	
<b>4.1.3.C</b>	Fax No.	
<b>4.1.3. D</b>	E-mail Address	
<b>4.1.4</b>	<b><i>Full Particulars of The Bankers of Company, With Full Address / Tel. No.</i></b>	
<b>4.1.4.A</b>	Name of the Bank	
<b>4.1.4.B</b>	Address of the Bank	
<b>4.1.4.C</b>	Telephone No.	
<b>4.1.4.D</b>	Fax No.	
<b>4.1.4.E</b>	E-mail address	
<b>4.1.4.F</b>	Alternative E-Mail Address	
<b>4.1.5</b>	<b><i>Registration Details</i></b>	
<b>4.1.5.A</b>	PAN/TAN No.	
<b>4.1.5.B</b>	GST Registration No.	
<b>4.1.5.C</b>	E.P.F. Registration No.	
<b>4.1.5.D</b>	E.S.I. Registration No.	
<b>4.1.6</b>	<b><i>Details of Earnest Money Deposit</i></b>	
<b>4.1.6.A</b>	Amount ( ₹)	
<b>4.1.6.B</b>	D.D No. and Date	
<b>4.1.6. C</b>	Drawn on Bank	
<b>4.1.6.D</b>	Valid up to	
<b>4.1.7</b>	<b><i>Audited Balance Sheets</i></b>	
<b>4.1.7.A</b>	Audited Balance Sheets for 2014-15, 2015-16, 2016-17 and 2017-18 (audited or provisional)	
<b>4.1.7.B</b>	Audited Income Expenditure Statement for 2014-15, 2015-16, 2016-17 and 2017-18 (audited or provisional)	
<b>4.1.7.C</b>	Audited Profit and Loss Account Statement for 2014-15, 2015-16, 2016-17 and 2017-18 (audited or provisional)	
<b>4.1.7.D</b>	Audited Report Statement for 2014-15, 2015-16, 2016-17 and 2017-18 (audited or provisional)	

## **4.2 Details of Staff & Past and Present Contracts**

### **4.2.1 Details of the past contracts for 'HOUSEKEEPING'**

	Name and Address of the organization / department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details regarding the contract including manpower deployed	Value of Contract (₹)	Duration of Contract		Present status of contract
				From	To	
				DD/MM/YYYY	DD/MM/YYYY	
4.2.1.1						
4.2.1.2						
4.2.1.3						
Additional information, if any						

### **4.2.2 Details of the past contracts for "SECURITY & MAN POWER SUPPLY SERVICES in Hotels/Guest Houses"**

	Name and Address of the organization/ department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details of contract	Manpower deployed for / Housekeeping	Value of Contract (₹)	Duration of Contract	
					From	To
					DD/MM/YYYY	DD/MM/YYYY
4.2.2.1						
4.2.2.2						
4.2.2.3						
Additional information, if any						

**4.2.3 Please** furnish detail of employees existing contract wise working with your company as available in electronic challan cum return (ECR) provided by Employees Provident Fund Organization (EPFO) for the month of January 2018.

.....(Please provide details) .....



**4.2.4 Details of the Company Personnel not deployed anywhere, presently**

	Name of the company	Manpower not deployed, but on roll with the company for ‘/ Housekeeping	Manpower not deployed since
			From
			DD/MM/YYYY
4.2.3.1			
4.2.3.2			
4.2.3.3			
Additional information, if any			

### 4.3 DECLARATION

- 4.4.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 4.4.2 The rates quoted by me are valid and binding on me during the period of validity of the tender.
- 4.4.3 I, the undersigned hereby bind myself to the General Manager, The Provident Investment company Limited, Mumbai during the period of contract.
- 4.4.4 The Performance Security deposited by me shall remain in the custody of the General Manager, The Provident Investment company Limited, Mumbai till the expiry of the contract. The performance Security Deposit will not carry any interest.
- 4.4.5 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 4.4.6 I will be wholly responsible for providing 'Housekeeping, Security Services at Edward Villa VVIP Guest House Madhya Pradesh.
- 4.4.7 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 4.4.8 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labor Act 1970 and other Labour Laws applicable from time to time.
- 4.4.9 Should any lapses occur from me or on my workers part, while discharging the services, General Manager, The Provident Investment company Limited, Mumbai may cancel my contract and award the work to another agency and the cost difference may be recovered from me.
- 4.4.10 There is no vigilance/CBI or court case pending against the firm and also has not been blacklisted.
- 4.4.11 I agree that the decision of the GM PICL, Mumbai regarding acceptance/rejection of the Tender shall be final.
- 4.4.12 I indemnify General Manager, The Provident Investment company Limited, Mumbai against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by me.

### 4.4 Affirmation

- 4.5.1 I, \_\_\_\_\_ Son / Daughter of Smt/ Shri \_\_\_\_\_ Director / Authorised Signatory of \_\_\_\_\_ affirm that I am competent to sign this declaration and execute this tender document.
- 4.5.2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 4.5.3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: \_\_\_\_\_ Signature of Managing Director/ Authorized Signatory  
Place: \_\_\_\_\_ Name:  
Seal:

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company on Rs. 100/- Non-Judicial Stamp paper duly notarized, should be enclosed with Technical Bid.**

**INSTRUCTIONS TO THE BIDDERS**

**5.1 GENERAL INSTRUCTIONS**

- 5.1.1 For the Bidding / Tender Document Purposes, "Office of the General Manager, The Provident Investment company Limited, Mumbai " shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder.
- 5.1.2 The sealed technical bid & EMD bank draft should be delivered in the Office of the Provident Investment company Limited, Mumbai-400005 stipulated date and time.
- 5.1.3 Tender documents shall be downloaded from the website: ----- and submission of bids in such downloaded forms should be accompanied by non-refundable cost of the form ₹ 1,000/- (Rs. One Thousand only) to be paid online.
- 5.1.4 (i) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- (ii) The bidder is advised to visit personally the work place i.e. Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005 to acquaint himself first hand, the services required before bidding. Ignorance of any kind will not be entertained later on.
- 5.1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.
- 5.1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 5.1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 5.1.8 The Bidding Company should only be a Limited / Private Limited Company, registered under the Companies Act, 1956. Bidding in the form of Proprietorship or Partnership Firm / JV Consortium is not permitted.
- 5.1.9 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- a. Members of a Hindu Undivided Family.
  - b. Their husband or wife.
  - c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)
- 5.1.10 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the client shall be the Office of the General Manager, The Provident Investment company Limited, Mumbai.
- 5.1.11 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a

separate letter sent by registered post with acknowledgement due to the Office of the General Manager, The Provident Investment company Limited, Mumbai. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

- 5.1.12 The requirements of personnel and resources are tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

## **5.2 MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 5.2.a Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. Proof for supporting the legal validity of the Bidder shall be submitted.
- 5.2.b Registration: The Bidder should be registered with the Income Tax Department and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation, GST.
- 5.2.c Returns: The Bidder should also submit returns of Sales/Service Tax Department, and Income Tax Department for last three years. Relevant proof in support shall be submitted.
- 5.2.d Experience: Housekeeping Services as described in Section-8 of this contract in the Government Departments / Public Sector (Central or State) for the last three consecutive years. The authorities may consider the experience of reputed organization of bidders, if the bidders with experience in Govt./Undertaking Organization are not substantial, for proper and effective competition. The bidders should submit documentary proof for how many years in past, they are in operation in similar field.
- 5.2.e The bidder has to submit the relevant satisfactory work experience certificates in similar field to the tune of total of 03 works of ₹ 10 lakhs each or 02 works of ₹ 20 lakh each or 01 work of 30 crore in last 05 financial years.

### **5.2.2.1 Documents supporting the Minimum Eligibility Criteria**

- 5.2.2.i In proof of having fully adhered to the minimum eligibility criteria at 5.2(a), attested copy of Certificates of Incorporation issued by the respective registrar of companies / Society for other legal entity.
- 5.2.2.ii In proof of having fully adhered to minimum eligibility criteria at 5.2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration and GST Registration.
- 5.2.2.iii In proof of having fully adhered to minimum eligibility criteria at 5.2(c), attested copies of Returns of last three years returns from Sales/Service Tax/ GST Department, Income Tax Department.
- 5.2.2.iv In proof of having fully adhered to minimum eligibility criteria at 5.2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs.
- 5.2.2.v Attested copy of the Audited Balance Sheets for the last 3 completed financial years i.e. for 2013-2014, 2014-2015 and 2015-2016, and Provisional or Audited Balance Sheet of 2016-17.
- 5.2.2.vi Attested copy of EPFO and ESI Challans in support of available manpower (duly submitted to EPFO and ESIC) in respect of the previous four quarters shall be acceptable.

### **5.3 EARNEST MONEY DEPOSIT:**

- 5.3.1 The bid should be accompanied by an Earnest Money Deposit of 50,000/- (Rupees Fifty Thousand only) in the form of Bank Demand Draft of any nationalized/ scheduled bank. The validity of the Demand Draft must be up to 03 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favor of Provident Investment Company Limited, Mumbai.
- 5.3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 5.3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 5.3.4 The bids without Earnest Money shall be summarily rejected.
- 5.3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 5.3.6 The Earnest Money may be forfeited:
  - 5.3.6.a If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - 5.3.6 b In case of successful bidder, if the bidder
    - 5.3.6 b(i) Fails to sign the contract in accordance with the terms of the tender document
    - 5.3.6 b(ii) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - 5.3.6 c(iii) Fails or refuses to honor his own quoted prices for the services or part thereof.

### **5.4 VALIDITY OF BIDS**

- 5.4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 5.4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

### **5.5 PREPARATION OF BIDS**

- 5.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- 5.5.2 a Technical Bid Submission Form duly signed and printed on Company's letterhead

(Section-4).

- 5.5.2.b Signature and Stamp on each page of the tender document.
- 5.5.2.c Contact Details Form, duly filled and signed (Section 4.1)
- 5.5.2.d Financial Capacity form –filled in signed and stamped (Section 5.2e)
- 5.5.2.e Earnest Money Deposit of 50,000/-
- 5.5.2.f Online deposit of cost of Tender form 1,000/-.
- 5.5.2.g All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5 (para5.2 and 5.2.1 above).
- 5.5.2.h Certified copy of Chartered Accountant for turnover for last three years.

The Technical Bid should then be kept in a separate sealed envelope, superscripted as "Technical Bid for Tender No. 01/AUGUST/Edward Villa/Housekeeping/2018 with the Name and address of the Bidder.

- 5.5.3 Online Financial Bid: Bidder should prepare Online financial Bid in the Price Schedule as provided in the Tender Document (Section-12).

## **5.6 SUBMISSION OF BIDS**

- 5.6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Bank Draft for EMD, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscripted. Financial bid will be submitted online as per Clause 5.5.3 above.
- 5.6.2 The Bid shall be submitted not later than 3.00 PM of 2018 addressed to Office of the The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005.
- 5.6.3 Bidders sending their technical bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 5.6.4 Technical Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However, the competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 5.6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **5.7 PRE-BID (BID OPENING PROCEDURE)**

- 5.7.1 It is compulsory that every bidder should visit the work place to get acquainted with work conditions as well as to attend the pre-bid meeting. Otherwise their bid may be disqualified at Technical bid stage. The pre-bid will be held at Edward villa Mumbai on scheduled date.
- 5.7.2 The Technical Bids shall be opened Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005.

on 2018 at 11:00 hours by the Committee authorized by the competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt.

Prakash Pethe Marg, Cuffe Parade, colaba, Mumbai – 400005 in the presence of such bidders who may wish to be present or their representatives.

- 5.7.2 The online financial bids of only those bidders whose Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 5.7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 5.7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 5.7.5 All the present Bidders or their representatives shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 5.7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 5.7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 5.7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 5.7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present.
- 5.7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## **5.8 CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 5.8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 5.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 5.8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1
- 5.8.4 Similar work:- means comprehensive job executed in the field of, Housekeeping, security and Man Power supply. The bidder must have comprehensive experience in at least any of the two fields, as mentioned above.

## 5.9 TECHNICAL BID EVALUATION (SEGREGATED TYPE)

5.9.1 The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.

5.9.2.1 The technical bid evaluation shall be done based on the following criteria:

5.9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

	<b>Items of Evaluation</b>	<b>Marks Awarded</b>
(i)	<b>Number of years in Operation in Similar Field</b>	<b>Max 25Marks 4 marks each year</b>
(ii)	<b>Turnover (Last Financial Year)</b>	<b>Max. 25 Marks</b>
	(a) Less than 20 Lakhs	00 Marks
	(b) 20-30 Lakhs	05 Marks
	(c) 30-50 Lakhs	10 Marks
	(d) 50-75 Lakhs	15 Marks
	(e) 75 Lakhs and above	25 Marks
(iii)	<b>Number of Manpower on roll prior to six months of date of bid in only similar works. (Only manpower engaged on related comprehensive job work will be considered. Manpower supplied as outsource will not be considered)</b>	<b>Max. 25 Marks</b>
	(a) Less than 50	00 Marks
	(b) 50- 100	05 Marks
	(c) 100-300	10 Marks
	(d) 300-500	15 Marks
	(e) 500 and above	25 Marks
(iv)	<b>Quality Related Marks</b>	<b>Max. 25 Marks</b>
	(a) ISO 9001, ISO 14001 (since less than 5 years)	05 marks
	(b) ISO 9001, ISO 14001 (since more than 5 years)	10 Marks
	(c) SA8000	05 marks
	(d) OHSAS18001	05 marks
	(e) Any other relevant government recognized domestic or international certificate of this nature	05 marks

5.9.2.3 A Bidder must secure minimum 5 marks in each of the aforementioned sub-sections (i) to (iv) in the table shown in the section 5.9.2.2 above in order to be a qualified bidder for being for opening of financial bids.

5.9.2.4 Along with the requirement of clause 5.9.2.3, a Bidder must secure mandatorily a minimum total percentage of 60% marks through the marking system detailed in clause 5.9.2.2 above in Technical Evaluation in order to be a qualified bidder for being for opening of financial bids.

*Illustration 1 (for Technical Weightage)*

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 5.9.2.2, his technical **evaluation value shall be :56** i.e. {80 x 70%}*

5.9.3 Only the bidders who qualify in the technical evaluation stage shall be called for opening of financial bids. Client shall intimate such bidders, the time and venue for the financial bid opening through email.



## **5.10 FINANCIAL BID OPENING PROCEDURE**

- 5.10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 5.10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies.
- 5.10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 5.10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/ correction of arithmetical error in the financial bid if any.
- 5.10.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

## **5.11 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER**

- 5.11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 5.11.2 The total marks obtained by a Bidder in the technical bid (as per 5.9.2.2) shall be allocated 70% of the total weightage (technical weightage) and the financial bids shall be allocated 30% of the total weightage (financial weightage), thereby making a total of 100% weightage for the complete bidding.
- 5.11.3 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x100) and his total scores of the bid shall be as per Illustration 2 below:

### *Illustration 2*

*If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)*

- 5.11.4 The financial scores of the other bidders (i.e. L-2, L-3...and so on) shall be computed as under and as explained at Illustration 3 below:

$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$

### *Illustration 3*

*If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under*

*$30 \times 100$  (lowest prices by L1) / 125 (quoted prices by L2) = 24 (financial score)  
Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)*

- 5.11.5 The Bidder's ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 5.11.6 The Bidder meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.

- 5.11.7 In case the total scores (technical + financial) of more than one Bidder are equal and highest amongst all the bidders, then the Bidder with the lowest financial bid (in Rupees) or the highest financial score in  $[30 \times (\text{lowest price quote of L1}) / \text{price quote of the concerned bidder}]$  amongst such bidders shall be the successful bidder.
- 5.11.8 Further, in case the total scores (technical + financial) of more than one Bidder are equal and highest amongst all the bidders, and the financial scores of all such bidders having lowest score and equal total scores are also equal, then the successful bidder shall be chosen by draw of lots in a transparent manner in the presence of such bidders who choose to be present in such draw of lots and proper record of proceedings alongwith signatures of atleast three neutral witnesses shall be maintained

## **5.12 RIGHT OF ACCEPTANCE:**

- 5.12.1 The Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Competent Authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 in this regard shall be final and binding.
- 5.12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 5.12.3 The competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 5.12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. The next higher bidder (s) shall be negotiated to bring down its bid to L1 level or close to that level.
- 5.12.5 The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **5.13 NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’**

- 5.13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate to him, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 5.13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

5.13.3 The time taken between the date of issue of LoA and Notice to Proceed (see clause 6.3) shall not prevent the contractor to mobilize the man power and its resources.

**5.14 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

5.14.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

5.14.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.

5.14.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

5.14.4 The earnest money deposit of the successful bidder will be returned after the signing of agreement and submission of Performance Bank Guarantee as per contract.

## **SECTION-6**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **6.1 DEFINITIONS**

6.1.1 General Dated In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
EMD	Earnest Money Deposit
“Edward Villa	Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005
Party	The word "party" means the Successful Bidder/Contractor to whom the work of providing ‘Housekeeping, security, Man power supply
	has been awarded and the Client
	The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005
PBG	Performance Bank Guarantee
PMEC	Performance Monitoring and Evaluation Committee
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for Housekeeping, security and manpower supply Services in its premises.
Notice to Proceed	Shall mean the date at which these Services are to commence in Client's premises.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of Housekeeping, security and manpower supply Services in Client' premises has been awarded.

#### **6.1.2 CONFIDENTIALITY**

6.1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

6.1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

## **6.2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

- 6.2.1 The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee issued by any nationalized/scheduled bank in Mumbai, a sum equivalent to 5% of the total value for one year of the accepted contract in favor of “The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005” payable at Mumbai and has to keep such Bank Guarantee alive beyond two months of the contract period.
- 6.2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 6.2.2.a If the contractor is called upon by the competent authority of the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 6.2.2.b On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the contractor

## **6.3 NOTICE TO PROCEED**

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to execute the contract by providing personnel, services etc. at the specified locations.

## **6.4 SIGNING OF CONTRACT**

- 6.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract in accordance with Section 11(Form -III) of the contract duly printed on Non-Judicial Stamp of Rs. 100 duly notarized within 2 days of receipt of LoA.

## **6.5 SERVICES REQUIRED BY THE CLIENT**

- 6.5.1 The Contractor shall be providing Housekeeping, security and man power supply Services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

- 6.5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process subject to the recommendations and Evaluation Committee (refer clause 6.11) A schedule of charges shall be annexed to the contract document after finalizing the amount at the conclusion of Bidding process.
- 6.5.3 The Contractor shall provide Housekeeping, security, manpower supply in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

## **6.6 COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 6.6.1 Submission of Performance Bank Guarantee in accordance with Clause 6.2 (Section-6).
- 6.6.2 The Contractor shall commence Housekeeping, security & Manpower Providing services in Client's premises within 15 days from the date of receipt of Notice to Proceed as set out in Clause 6.3 (Section-6)
- 6.6.3 On commencement of the services, the contractor to ensure that he has taken over all the articles as per inventory prepared, and the same to be handed over back to the client after expiry of the contract in good condition. The contractor will also be responsible for all the inventories issued during the course of the contract. Any shortage or damages due to careless handling will have to be borne by contractor.

## **6.7 A CONTRACTOR'S OBLIGATIONS REGARDING SECURITY**

- 6.7.1 The Contractor shall provide Housekeeping, security & Manpower Providing services at Client's premises as per Schedule of Work / Requirements (Section-7) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.7.2 The Contractor shall provide Housekeeping, security & Manpower Providing services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (including but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor.
- 6.7.3 The Contractor shall necessarily submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities along with details of names, EPF/ ESI account numbers, amounts deposited into each such account etc. month-wise for every month of performance under the contract within 2 months after the end of any month, failing which monthly payments shall be liable to be withheld.
- 6.7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time.
- 6.7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies exempted.
- 6.7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.7.7 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Schedule of Requirements.
- 6.7.8 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same.

- 6.7.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 6.7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel. The uniform dress code to be got approved by authorities of the Client. The contractor will have to ensure that their personal are in neat specified dress code with hygienic and neat appearance during allocated duty hours.
- 6.7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc., and proof of the same needs to be submitted by the Contractor on monthly basis.
- 6.7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel in the first week of the succeeding month for which the wages have been paid.
- 6.7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.7.16 The Contractor shall not deploy any person below the age of 18 years old. Manpower engaged for the purpose should be pre-trained in requisite fields.
- 6.7.17 Contractor's Personnel.
- 6.7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof
- 6.7.17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel
- 6.7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges).
- 6.7.17.4 The contractor will have to submit the police verification and sound health certificate from recognised doctors of its employees before engaging them on duty at the premises.

## **6.8 CONTRACTOR'S LIABILITY**

- 6.8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its personnel engaged in the provision of the Housekeeping, security & Manpower Providing services to the Client.
- 6.8.2 The Contractor shall not be liable in any way whatsoever for any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to the Client resulting from or in connection with any Act of Terrorism or War;

- 6.8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 6.8.4 The contractor will maintain a feedback monitoring system, which will be administrated by the Client Authorities. The necessary Data Entry will be made by the contractor with regard to the feedback collected from the locations specified at any time by the client, and action taken by the contractor on a daily basis. Failure to do so will attract a minimum penalty of ₹ 500/- per occasion, while a repeated default will attract additional penalties.
- 6.8.5 The contractor will ensure that its persons are all time available on every floor and every area designated by the Client as per their duty charts for attending to guest calls/ complaints etc., and they should attended immediately and satisfactorily to the same, and/or bring to the notice of authorities while also registering the complaints in the complaint register as prescribed or agreed to by the Client, ensuring their prompt compliance at the earliest and within the Turn-Around-Times decided or agreed to by the Client.
- 6.8.6 The Contractor at all times should indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workmen's' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Maharashtra Shops and Establishment Act,1948 or any modification thereof or any other law/ Act relating thereto and rules made there under from time to time, with regard to the performance of this contract, and the Client/ The Provident Investment company Limited shall not own any responsibility in this regard.

## **6.9 CLIENT'S OBLIGATIONS**

- 6.9.1 Except as expressly otherwise provided, the Client shall, at his own expense, provide the material and facilities reasonably expected of him, which shall not include those to be provided by the Contractor under this contract as detailed in the various portions of this contract including but not limited to Section 8 "Scope of Work", Section 9 "Other Works", Section 10.1 "Resources Requirement" and Section 10.3 "Cleaning Material.
- 6.9.2 The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them. The Client will consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor in connection with the performance of this contract in this context.
- 6.9.3 The Client shall make available such officials/ staff as are considered necessary and required by the Client in order to enable the Contractor to properly provide the ' , Housekeeping including Mechanized House Keeping and Horticulture under this contract, and he will suitably consider to fulfill the recommendations (if any), if deemed appropriate and necessary by the Client, made in writing by the Contractor to him in this regard.
- 6.9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee-employer relationship with any of the workers of the Contractor or with the Contractor himself.



## **6.10 VALIDITY OF CONTRACT**

- 6.10.1 The contract, if awarded, shall be for a period of one year which may be extended on mutual consent.
- 6.10.2 In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the PBG amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

## **6.11 PAYMENTS**

- 6.11.1 The price schedule according to which payments are to be made to the Contractor by the Client, subject to the other conditions relating to satisfactoriness of performance,
- 6.11.2 The prices in the Price Schedule shall be exclusive of GST or any other applicable taxes as may be levied by the Government from time-to-time on service contracts. The same shall be charged in addition to the applicable rate.
- 6.11.3 The Contractor shall raise his invoice per month and submit the same to Client by 7<sup>th</sup> day of every following month. The Client shall make all endeavors to make payments within 15 to 20 days from the date of the receipt of the invoice from the Contractor subject to providing of all required documentary support by the Contractor, the satisfaction of the Client about the claims and the quality of performance by the Contractor, and the applicability of the various clauses of this contract to the same.
- 6.11.4 The cost of the Contract shall remain valid for a period of one year, the cost of the Contract shall remain valid for a period of one years, which may be extended yearly upto 3 years with mutual consent.
- 6.11.5 After expiry of the initial period of one year, the Contractor shall be entitled for increase in the Contract cost, if any, as per bid price at Section-12, subject to recommendations of Performance Monitoring and Evaluation Committee and subsequently, to the approval of the competent authority of the Client.
- 6.11.6 With reference to Clause 7.8 of this contract, in addition to the contract payments, the Client shall pay for additional services outside the agreed scope of work and the agreed scope of performance of this contract, if any, asked for by the Client and provided by the Contractor, at any time. The payment for the variation shall be worked out on the basis of contract rates for personnel and on prorata basis for materials, equipment, toiletries etc. and as mutually agreed. The decision of Resident Commissioner in this regard will be binding on both the parties.
- 6.11.7 All payments shall be made in Indian Currency by made of Bank ECS.
- 6.11.8 Client shall be entitled to deduct in accordance with applicable law, Income Tax or other deductions from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 6.11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of this contract.

## **6.12 FORCE MAJEURE -OBLIGATIONS OF THE PARTIES**

6.12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following: -

6.12.1.i War, hostilities, invasion, act of foreign enemy and civil war;

6.12.1.ii Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

6.12.1.iii Epidemics, quarantine and plague;

6.12.1.iv Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

6.12.2 The date of commencement of the event of Force Majeure;

6.12.3 The nature and extent of the event of Force Majeure;

6.12.4 The estimated Force Majeure Period,

6.12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

6.12.6 The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

6.12.7 Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the Parties under the Contract.

## **6.13 TERMINATION**

6.13.1 This Contract may be terminated forthwith by either party by giving written termination letter to the other if

6.13.1.1 the other party is in material breach of its obligations under this contract and/ or, in the case of such breaches capable of being remedied fails to remedy that breach,

a. so far as Contractor is concerned within a maximum of 48 hours (the nature of the contract being service oriented) with forfeiture and encashment of the performance security of the Contractor by the Client, and

b. so far as the Client is concerned within 90 days, of receiving of a notice of such breach.

6.13.2 The Contract may be terminated forthwith by the Client by giving 30 days written notice to the Contractor, if

6.13.2.1 in case of breach of any of terms and conditions of the contract by the Contractor, the

Competent Authority of the Client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of Performance Bank Guarantee shall be forfeited and encased.

- 6.13.2.2 the Contractor does not provide Housekeeping, security & Manpower Providing services satisfactorily as per the requirements of the Client or / and as per the conditions of the contract.
- 6.13.2.3 the services of the Contractor are not required by the Client.
- 6.13.2.4 the Contractor goes bankrupt and is declared insolvent.

## **6.14 CURRENCIES OF BID AND PAYMENTS**

- 6.14.1 The Bidder shall submit his price bid / offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees (INR).

## **6.15 GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 6.15.1 The contractor shall be responsible for all rules/regulations of central and state Government and Government instructions. That will be applicable and issued during the course of contract.
- 6.15.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of or relating to this contract including terms may be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 day, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Mumbai and the decision of the arbitrator shall be final and binding on the parties.
- 6.15.3 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Navi Mumbai.

## **6.16 Note**

1. Exemption with reference to NSIC is applicable only to Central Ministries/ Departments/ PSUs
2. While minimum wage revision guidelines of Maharashtra Govt. will have to be followed by the contractor, Client will neither revise nor reimburse the difference caused by the revision.
3. As mentioned in Clause 6.9.4, "the Client does not recognize any employee-employer relationship with any of the workers of the Contractor or with the Contactor himself" thus Union Issues would be the sole responsibility of the Contractor.

4. Minimum wages applicable in Mumbai will have to be followed.
5. Services are required round the clock (24x7) on 8-hour shift basis.
6. All statutory liabilities (including but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor (Clause 6.7.2.) & the contractor shall abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulation Abolition Act) or any other law in force) (Clause 6.7.10)

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

**7.1 INDEMNIFICATION:**

- 7.1.1 The Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various labour and employment laws as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as Performance Guarantee or from either the personal property of bidder or property owned by his company by way of initiating suitable legal litigation against the Contractor at any point of time.
- 7.1.2 The Contractor at all times should indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workmens' Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Maharashtra Shops and Establishment Act,1948 or any modification thereof or any other law/act relating thereto and rules made there under from time to time. The Provident Investment company Limited will not own any responsibility in this regard. The contract shall initially be valid for period of Five years and may be extended further for such period on mutual agreement subject to satisfactory performance, on the same terms and conditions.

**7.2 LABOUR LAW COMPLIANCES**

- 7.2.1 The engagement and employment of laborer's and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- 7.2.1.a All wages and allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 7.2.1.b It is mandatory that the employees must be paid through bank by ECS/cheques.
- 7.2.1.c It shall be the duty and responsibility of the Contractor to ensure that the wages / remunerations to any of the persons deployed by him in or in relation to Client premises are not paid lesser then the statutory minimum wages as applicable with regard to each such person at any point of time during the Contract period. It shall also be the duty & responsibility of the Contractor to ensure full compliance with laws, rules and government guidelines relating to EPF, ESI, Bonus, leave etc. and any other relevant and applicable labour and other laws with respect to each of the persons deployed by him (contractor) in or in relation to the work and/ or the premises of the Client.
- 7.2.2 The Contractor shall abide by all labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

- 7.2.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 7.2.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 7.2.5 The Contractor shall submit periodical returns as may be specified from time to time.

### **7.3 OFFICIAL RECORDS:**

- 7.3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed for the work.
- 7.3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
- 7.3.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of personnel with Certificate that the same have been deposited with ESIC/EPFO Commissioners.
- 7.3.4 Each monthly bill must accompany the:
  - 7.3.4 (a) List of employees with their date of engagement
  - 7.3.4 (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits such as ESIC/EPF/Bonus etc.
  - 7.3.4 (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC with details of names, account numbers, depositions etc..
  - 7.3.4 (d) Declaration of the Contractor regarding payment of EPF /ESIC.
- 7.3.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the personnel.

### **7.4 CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- 7.4.1 Are trained in and exhibit manners and etiquettes as per standard norms of 4 and higher star hotels.
- 7.4.2 Are always smartly turned out and vigilant.
- 7.4.3 Are punctual and arrive at least 15 minutes before start of their duty time.
- 7.4.4 Take charges of their duties properly and thoroughly.
- 7.4.5 Perform their duties with honesty and sincerity.
- 7.4.6 Read and understand their post and site instructions and follow the same.
- 7.4.7 Extend respect to all Guests of Madhyalok, Officers and staff of the office of the Client.
- 7.4.8 Shall not drink alcohol or be inebriated or intoxicated under influence of liquor or drugs of any kind while on duty or come drunk and report for duty.
- 7.4.9 Will not gossip or chit chat while on duty.
- 7.4.10 Will never sleep while on duty post.
- 7.4.11 Will not read newspaper or magazine or watch TV while on duty.
- 7.4.12 Will immediately report if any untoward incident misconduct or misbehavior occurs, to Vendor Control and the Client.
- 7.4.13 When in doubt, approach concerned person immediately.

- 7.4.14 Get themselves checked by security personnel whenever they go out.
- 7.4.15 Do not entertain visitors.
- 7.4.16 Shall not smoke in the office premises.
- 7.4.17 Report any suspicious activity having security implication to the Client's representative at site.
- 7.4.18 Deposit their mobile phone with the designated office of the contractor while they are on duty.

## **7.5 CONFIDENTIALITY**

- 7.5.1 The phone number and movement plans of the client shall not be given to anyone.
  - 7.5.1.1 The following information about the Client or of any of his officer(s)/ official(s) or of the guests or the visitors to the premises shall not be given to anyone.
    - 7.5.1.1.1 Car make, color and number of the vehicle(s).
    - 7.5.1.1.2 Telephone no/ any other information.
    - 7.5.1.1.3 Location and movement plans.
    - 7.5.1.1.4 Meetings and conference schedules.
    - 7.5.1.1.5 Site plan of the premises.
    - 7.5.1.1.6 Travel details of the clients.
    - 7.5.1.1.7 Assets of the office.

## **7.5.2 FRISKING/ CHECKING PROCEDURES**

All contractor's staff will be thoroughly frisked at the time of entry and their leaving the office premises.

## **7.6 SUPERVISION AND MISCELLANEOUS REQUIREMENTS**

- 7.6.1 The Contractor shall depute who shall ensure that all the duties as may be assigned differently by the Client to various categories of personnel are performed by them in the desired manner of Client, failing which it shall invite penalties as prescribed in the following paragraphs.
- 7.6.2 The Contractor's Manager or Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.
- 7.6.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the personnel are fulfilled through Contractor or its Supervisor.
- 7.6.4 The Contractor shall ensure that the Supervisors are not below the level of Executive-HR who are well versed with all HR related requirements and who should be prompt enough to initiate all required action.
- 7.6.5 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of housekeeping and other works as expected under this contract using appropriate materials and tools/ equipments.
- 7.6.6 The Contractor should ensure the Health and safety measures of the employees. Government may also conduct health checks of the staff deployed at regular intervals.
- 7.6.7 The Contractor will be responsible for supply/ installation/refilling/maintenance of all such items/ equipments used in wash rooms and other areas for housekeeping purposes.
- 7.6.8 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police

verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

- 7.6.9 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Government besides annulment of the contract.
- 7.6.10 The Contractor must provide standard liveries to its housekeeping staff/ supervisors/ managers. The staff shall be in proper uniform as approved by Authorities and with their identity cards properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of General Manager, PICL.
- 7.6.11 The Client will provide only space for setting up a control room of the Contractor in the premises. The control room will have seating arrangements for the Manager and/or Supervisor. The contractor will arrange for all other items, viz, computer work station with printer, time keeping machine, computerized inventory of stores computerized daily duty roster chart, etc. The housekeeping staff will first report to the Manager/supervisor in the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of material and equipment's, etc.
- 7.6.12 The Client will provide space for a store room to the Contractor in the premises. The storekeeper/supervisor deployed by the contractor will store all their liveries, materials, equipment's in the store room and maintain a computerized record of the stores which shall be opened to inspection by Company Authorities staff during working hours.
- 7.6.13 The Client will ensure that the office rooms, committee rooms, etc. are open at designated hours for cleaning/housekeeping work.
- 7.6.14 During the course of contract any communication made by the client to the contractor by post/courier/speed post/E-mail/ hand delivery will be deemed to be delivered to the contractor.
- 7.6.15 The Contractor will be bound not to change the trained staff once engaged from the premises without the prior permission of the Client, and this is not until and unless it becomes very necessary. In any case, however, frequent changes will not be permitted.
- 7.6.16 The Contactor shall:
  - 7.6.16.a. Ensure Insect /Pest/Animal and Rodent free and bed smell/odor free environment in the premises.
  - 7.6.16.b. Provide tissues boxes in all rooms and general toilets.
  - 7.6.16.c. Provide toiletries, liquid soap, jumbo toilet rolls etc. in wash rooms, toiletries, C-Fold Towel, Jumbo Roll, Soap etc. in all designed wash rooms and garbage bins/bags, etc. in all work station wash rooms and pantries.
  - 7.6.16.d. Ensure that their manager/supervisor are equipped with mobile phones.
  - 7.6.16.e. Arrange for garbage disposal vehicle, bins and other material required for segregation and disposal of waste in a professional manner.
  - 7.6.16.f. Provide Waste Management Services when applicable including all equipment, disposables containers, trolleys etc. complete in all respects.
  - 7.6.16.g. Plan; manage collection, mechanized screening/segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposal bags, bins, van, etc. The contractor will also ensure that the garbage collection work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.



- 7.6.17 All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the General Manager.
- 7.6.18 The Contractor or its representative/s shall meet General Manager, PICL regularly to take feedback regarding the Housekeeping services. The Contractor will also maintain a suggestion book for comments on the services rendered by it.
- 7.6.19 Measure of success will be based on the feedback from the guests and staff which will be recorded and action report needs to be submitted every month by the Contractor.

## **7.7 VARIATIONS**

The competent authority of the Client may order variations in the scope or quantum of work through a written variation order. By doing so the Client may ask the Contractor for additional services of same or similar nature as already assigned to the Contractor by this contract, but outside the agreed scope of work and the agreed scope of performance of this contract, at any time, or may even reduce the scope or quantum of the contract if he so deems appropriate and/ or required.

The payment for the variation shall be worked out on the basis of contract rates for personnel and on prorata basis for materials, equipment, toiletries etc. as mutually agreed.

## **7.8 PAYMENT PROCEDURE**

Bill will be raised in the first week of the succeeding month in triplicate. Payment of the bill will be based on computerized print outs in standardized proforma approved by the Client along with computer generated attendance sheet in respect of the persons deployed.

## **7.9 LIQUIDATED DAMAGES**

Whenever and wherever it is found that the services provided by the Contractor is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by the Client and if no action is taken to restore the damages to the satisfaction of the Client, the liquidated damages, and agreed to by the Resident Commissioner, shall be recovered. The decision of Resident Commissioner shall be final in this regard.

## **7.10 MANPOWER**

- 7.10.a. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to The Provident Investment company Limited. The penalty in this respect shall be as per the penalty clause 7.14.
- 7.10.b. The Contractor should ensure to maintain adequate number of personnel and also arrange a pool of standby housekeeping staff/supervisor. In case any housekeeping staff/supervisor absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping staff. If the required numbers of workers/supervisor/manager are less than the minimum required, penalty as per the penalty clause 7.14 will be levied.

## **7.11 MATERIALS**

Any deviation in the material quality and quantity quoted will invoke penalty as decided by the competent authority. For proper maintenance, suitable cleaning material which are environment friendly, no harmful to humans and property should be used.

## **7.12 RISK CLAUSE**

- 7.12.1 The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement.
- 7.12.2 Client Authorities reserve the right to get the work done by its' own or by any other agency at the cost, risk and responsibilities of Contactor and excess expenditure incurred on account of this will be recovered from the Contractor Security Deposit or pending bill or by raising a separate claim.
- 7.12.3 Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the company and shall not knowingly lend to any person or company any of the effects or assets of the company under its control.
- 7.12.4 In the event of loss/damage of equipments etc. at the premises of the Government due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to Government.
- 7.12.5 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Government's premises and shall indemnify Government for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- 7.12.6 The Contractor shall not assign or sublet this Agreement or any part thereof to any third part without the approval of the Government. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- 7.12.7 In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Sub Contractor/Associate.
- 7.12.8 Appointment of Supervisors will be done in consultation with GM PICL and must be approved by them.
- 7.12.9 Training on behavior aspects, ethics and related issues must be done regularly. Government's/Client's ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- 7.12.10 Licenses/ permissions/ registrations etc. if any required for Housekeeping services at the site will be procured by the Contractor.

#### 7.14 PENALTY CLAUSE

The Contractor will be penalized for the breach of it's liabilities as below:-

S.N.	Description	Minimum Penalty
7.14.1	Absenteeism of the staff	Rs.500/- per each absenteeism & the amount of the pay for the period of absenteeism as derived
7.14.2	Non-availability of cleaning material	The cost of the materials with additional 10% administrative charges
7.14.3	Non-functioning of equipments/ maintenance tools (beyond 24 hours for minor repairs and 72 hours for major repairs) which are supposed to be provided by the contractor	Rs.500/- per day per instance
7.14.4	Misconduct/ disobedience/without uniform	Rs.500/- per day per instance
7.14.5	Non-compliance of the complaints conveyed 1. Minor complaint- to be attended within 2 hours 2. Major complaint- to be attended within 24 hours	Rs.500/- per day per instance
7.14.6	Damage to the property/equipment etc. caused due to the negligence of its staff	The actual cost of repair/ replacement with additional 10% of the cost incurred on repairing/ replacement will be charged as administrative cost
7.14.7	Violation of any clause or sub-clause or its portion in this contract	Rs.500/- per instance

Signature of tenderer with seal

**8. Scope of work**

**The scope of work involves the following activities: -**

- 8.1 Security**
- 8.2 Housekeeping**
- 8.3 Manpower Supply**
- 8.4 Store, records and supervision.**

**ACTIVITY -1**

**8.1 SECURITY**

Means providing trained guards for safety and security of premises by 24x7. Guards are expected to keep records of every visitors together with the in/out of every articles, vehicles, etc.

**ACTIVITY -II**

**8.2 HOUSEKEEPING**

The Housekeeping activities comprised of the following: -

- 8.2.1 Aim and objective**
- 8.2.2 Area of operation**
- 8.2.3 Type of service**
- 8.2.4 Schedule of service**
- 8.2.5 Pest and rodent control**
- 8.2.6 Monitoring and control**

**8.2.1 AIM AND OBJECTIVE**

The aim and objective are to provide a high level of a clean, hygienic and presentable atmosphere to the entire area. Pre-designated managers / supervisors of the contractor will supervise the awarded work. The contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the The Provident Investment company Limited. Client will monitor the entire work and staff deployed by the selected tenderer.

## 8.2.2 AREA OF OPERATION

Type of Accommodation	No. of Rooms
VVIP Suite	02
VIP Suite	06
Super Deluxe Room	01
Conference Hall	02
Dormitory/ Staff Quarters/ Offices	04

Besides this, there is a Kitchen, Conference Halls, Auditorium, VIP Lounge, Lobby and Reception. The contractor is also responsible for the cleaning of entire premise including building, public area, outer area, foyer, complete basement, roof, staff lockers, general toilets, electric panel room, generator room and store area, lower/upper basements etc. meaning whole of the building.

## 8.2.3 Nature of work

### 8.2.3.1 Scope of Work of Room Attendant

1. Dusting of the room and its furniture and fixtures shall include but not limited to complete removal of all dry and wet dust, dirt and stains from the walls, floors, ceilings, doors, handles and knobs, switches, equipments (including Fridge, T.V., Remotes, Set-top Box, Telephone), table lamps, almirah, bed headrest, wall hangings and pictures, tube lights, fan, A.C. grill, dressing mirror.
2. Room Attendant will do complete cleaning on regular basis of all window tracks, window frames and glasses.
3. All the window panes will be cleaned by the Room Attendant.
4. Water Glasses, Water Thermos, Kettle and tray will be clean by the Room Attendant.
5. Curtain of the rooms will be tied by the Room Attendant. In case of any curtain hook is not tied, it is to be properly fixed by him.
6. Making the beds as per standard norms and procedure and as instructed by the client.
7. Room Attendant will ensure that before check-in of the guests, the room is in perfect order.
8. Room Attendant will ensure the fresh bed sheet; fresh pillow cover and fresh towels are provided before the check-in of the guest in the room.
9. Room Attendant will also ensure that no Stained or Turned Linens are used in the rooms.
10. Room Attendant will ensure that all the soiled Linen is removed from the rooms.
11. Toiletries including Liquid Soap, Toilet Soap and Toilet Roll must be available in the rooms, to be provided by the agency.
12. Room Attendant will also ensure that the T.V. remote and A.C. remote is available in working condition with adequate battery (batteries to be provided by the client).

13. All the equipment i.e. Fridge, T.V., Telephone, bedside lamp will be cleaned every day and ensure proper working of the equipment will be ensured.
14. If any used crockery, cutlery is lying inside the rooms/ corridor it should be removed immediately from the room/ corridor.
15. Porting of luggage of the Guest at the time of check-in/checkout.
16. Providing drinking water in the guest room.
17. At the time of checkout the room attendant should ensure the belongings of the room are intact, otherwise report at the reception before the guest leaves the premises.
18. Room attendant will respond to the Guest call and attend their requirement.
19. Room attendant to be soft spoken and quick to the Guest requirements.
20. Any other work as may be assigned.
21. Room attendant will report of any short comings in the Guest room to supervisor and will ensure their rectifications.

#### **8.2.3.2 Scope of Work of Houseman/ (Safai Karamchari)**

1. Houseman will ensure the cleaning of the rooms.
2. Room Cleaning will include sweeping/ mopping of the rooms daily and washing of the rooms, if required.
3. Cleaning of the upper basement, lower basement and terrace on daily basis and as and when required.
4. The dustbin lying inside the rooms and in the bathroom will be cleaned every day by disposing the garbage as instructed.
5. Biodegradable Bin Liners of the dustbin will be changed every day and after checkout of the guest.
6. In bathroom, Houseman will do and ensure the absolute and sanitize cleaning of the toilet seat, wash basin and complete washing area and after been satisfied for the same, put paper band indicating "sanitized" on toilet seat every day.
7. Shower curtains/glasses will be cleaned every day.
8. All the sanitary fittings, glasses, mirrors will be cleaned every day and polished if required.
9. All the tiles of the bathroom will be cleaned every day.
10. Plastic wares lying in the bathrooms i.e. Bucket, Mug, Bath Stool, Dustbin etc. must be cleaned and dried before the arrival of the guests.
11. The guest toilet drain should be cleaned everyday with Dranex or similar material.

#### **8.2.3.3 Scope of work for Supervisor**

1. Supervise and control the staff working under him.
2. Effective utilization and deployment of the staff.
3. Preparing of Monthly Duty Rosters in consultation with the management.
4. Maintaining discipline of staff under his control and to be firm regarding rules and regulations.

5. Ensure that the staff under him are well groomed and properly turned out and in the prescribed uniform. The uniform, shoes etc. of the staff must be completely clean and free of bad odour at all time.
6. Recommending of staff leave.
7. Responsible for cleanliness and maintenance of all public area, staff area, office floor and guest room. Checking and cross checking the said area.
8. Ensure upkeep and maintenance of all furniture, fixtures and fittings.
9. Report all maintenance complaints to Housekeeping Department and ensure that all complaints are rectified timely.
10. To maintain standard stock levels of linen, cleaning materials, guest supplies etc.
11. Responsible for maintaining all records and books as specified and checking records maintained by Room Attendants.
12. Helping staff in peak hours or in case of staff shortage whenever needed.
13. Supervision of staff to ensure the prescribed work methods are being used.
14. Responsible for communication with other departments.
15. Responsible for imparting training to staff on regular basis as per standard norms prevailing in Star Hotels and per requirement of the client.
16. Recommending articles/ linen etc. for condemnation.
17. Responsible for handling untoward incidents, attendants to guest complaints pertaining to housekeeping.
18. Responsible for depositing/ recording lost and found articles.
19. Any other duties incidental and ancillary to the above duties, or job entrusted by management.

#### **8.2.3.4 Scope of work for Manager**

1. He is the link between management and the contractor.
2. Responsible for the coordination with all the departments.
3. Ensure enrolment of well trained staff.
4. Training of staff on regular basis as per standard norms prevailing in Star Hotels and per requirement of the client.
5. Act to the complaints received or registered
6. Ensure housekeeping stock supply timely and qualitatively.
7. Respond timely to the job assigned by the management from time to time.
8. Effective control on supervisor and staff employed by the agency.
9. Ensure proper staffing in each shift in consultation with management.
10. Ensure submission of monthly bill with all relevant records/ documents timely.
11. The manager is responsible for maintaining the room history register.
12. Will inform promptly the management in case of any unusual incident/ accident occurs.
13. The manager will be responsible to take care of the inventory and articles issued to the contractor from time-to-time by the client and ensure their safeguards and returning them to the client in good condition prior to the closing of the contract

period. The cost of shortage and damaged articles, so issued, will be recoverable from the contractor, if any.

#### **8.2.3.2 MAN POWER SUPPLY**

1. The Contractor is responsible to provide Manpower services as required by the company. Educational Qualification and experience of manpower would be further verified by general Manager of the Company at the time of appointment.

2. If Manpower work found to be not satisfactory the contractor is liable to replace with suitable manpower with required qualification and experience within a month of intimation by General Manager of The Provident Investment Company.

3. The Company must have sufficient permissions / sections to carry on services to Manpower provide.

4. While minimum wage revision guidelines of Maharashtra Govt. will have to be followed by the contractor, Client will neither revise nor reimburse the difference caused by the revision.

5. As mentioned in Clause 6.9.4, "the Client does not recognize any employee-employer relationship with any of the workers of the Contractor or with the Contractor himself" thus Union Issues would be the sole responsibility of the Contractor.

6. Minimum wages applicable in Mumbai will have to be followed.

7. All statutory liabilities (including but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor (Clause 6.7.2.) & the contractor shall abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulation Abolition Act) or any other law in force (Clause 6.7.10)

#### **8.2.4 SCHEDULE OF SERVICES**

It is clarified that the services included daily, weekly, monthly schedules would also be required to be carried out at greater frequency, if the need for the same arises or if the client so direct.

The schedule of services is categorized under three sub headings namely: -

- 8.2.4.1 Daily Services
- 8.2.4.2 Weekly Services
- 8.2.4.3 Monthly Services

##### **8.2.4.1 Daily services**

Housekeeping / cleaning services should be done daily 7-days a week at regular intervals, so that the areas covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work do not cause inconvenience to the guests.

1. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls,



conferences rooms, auditorium rooms, office rooms, cabins, cubicles, etc.) Kitchen & Pantry.

2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, mini conference hall, office rooms, meeting rooms, security office and other areas as covered in the contract.
3. Cleaning of dustbins, wastepaper bins, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
4. Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills. Cleaning and dusting of window panes / Venetian blinds/curtains.
5. Spraying Room Fresheners in all rooms on a daily basis at regular intervals. Room Freshener to be provided by the agency.
6. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
7. Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
8. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
9. Placing biodegradable garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
10. Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
11. Cleaning, dusting, scrubbing of pantries, reception, security rooms, training halls, committee rooms, computer labs, etc.
12. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the M.P. Bhawan Authorities.

#### **8.2.4.1.1 Waste Disposal Management**

The contractor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of biodegradable and non-biodegradable garbage. Finally, the contractor will arrange to suitably transport and dispose garbage from the earmarked area to the nearest corporation garbage collection centre.

The contractor shall keep suitable sized and specification bins at the collection area.

The contractor will employ his staff for the collection / disposal work. The garbage will have to be disposed off at least twice a day and as and when required. The contractor will also arrange for the biodegradable garbage bags, prepare a flowchart indicating the method of collection / disposal, etc.

#### **8.2.4.2 Weekly Services**

The deep cleaning of the entire area will be done by the contractor at least once a week as under:

- a. Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- b. Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.

- c. Cleaning the front and back high-level façade glasses.
- d. Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- e. Cleaning of all windows glasses and grills with detergents / cleaning agents.
- f. Washing of outside area with High Pressure Jet Machine.
- g. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- h. The Tenderer will make a cleaning programmer and submit to The Provident Investment company Limited for weekly cleaning so that The Provident Investment company Limited concerned official/ In charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
- i. The contractor will work in the specified area mentioned in the scope of work.
- j. The contractor will provide the duty register to The Provident Investment company Limited as required.

#### **8.2.4.3 Monthly services**

It includes facade cleaning, kitchen exhaust, hood duct cleaning etc.

#### **8.2.5 PEST AND RODENT CONTROL SERVICES**

- a. The Contractor shall take effective measures for Rodents, Termite, General Pest, Bed Bugs, Insects, Mosquitoes etc. and Disinfection Services including fogging etc. in the area under contract through authorized/licensed agency.
- b. The contractor shall use chemicals that are harmless to humans and machines and are of WHO specifications. Further, the chemicals should not leave any spot in the treated area; MSDS report of these chemicals should also be attached.
- c. The contractor will be responsible for any damage to human / machinery by any chemicals used by him. Any damage caused to machinery / books due to rodent and disinfection services in the areas covered under contract shall be made good by the contractor.
- d. The contractor will submit a detailed plan for carrying out the complete Pest and Rodents, Termite, General Pest, Bed Bugs, Insects, Mosquitoes etc. Services for the approval of The Provident Investment company Limited.

#### **8.2.6 MONITORING AND CONTROL**

For better management and smooth services, the following monitoring mechanism will be adopted by the contractor. The contractor shall give advance duty roster on monthly basis and will ensure due compliance of same.

##### **8.2.6.1 Checklists**

- a. Toilet Check List.
- b. Room Check List
- c. Daily Room Cleaning Check List
- d. Weekly deep cleaning Check list
- e. Equipments breakdown Check list.

The above checklists to be provided by the contractor and is to be attached on the back of the toilet door. It is to be filled up by the contractor supervising staff on duty daily.

##### **8.2.6.2 Management / Housekeeping Service Requirements / Complaints Report**

The complaint report may be filled by the management and administrative staff of the contractor who receive/ observe the complaints / requirements for any of the services. All suggestion, complaints related to the services or staff deployed by the contractor will be registered on the computer provided by the agency. The contractor will take immediate action to resolve the same

failing which the penalty clause will be invoked.

### **8.2.6.3 Housekeeping Services Complaints/ Suggestion Register**

This register is to be maintained on the basis of information received by the housekeeping Manager through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / e-mail, verbal complaints etc. and necessary action is to be taken. The attendance report is to be sent through e-mail daily.

**Note:- The guest complaint/ suggestion cards are to be kept in the guest room/ reception/ dining hall for the guest comments which will be monitored to enable to improve the services provided.**

### **8.2.6.4 Attendance of the Staff**

The contractor will maintain the attendance of its staff on the biometric attendance machine with time recording (to be provided by the contractor), as well as manually. The time of arrival on duty and departure after duty of each staff member of the Contractor should be recorded on daily basis by the Contractor, and the details and printouts of the same should be provided by the Contractor to the Client on daily basis and as and when asked for by the Client.

### **8.2.6.5 Maintaining Stock Records**

The contractor will maintain computerized stock records of the material procured by him as well as all the inventories and material issued by the client from time-to-time. The contractor will ensure at least 02 months stock in advance in the stores for all consumable items to be provided by him. Periodical check of the stock record will also be done by the client.

**8.3** Following work will also be done by Safai Karamchari: -

- 8.3.1 Mowing of plants will be carried on a regular basis
- 8.3.2 Regular watering of plants will be carried with flexible
- 8.3.3 Regular cleaning & shifting of Artificial Plants.
- 8.3.4 Providing of garden soil, manure (compost) and pesticides as and when required with all tools & equipments (garden soil, manure & pesticides to be provided by the client).
- 8.3.5 Trimming, Raking, Spiking and Top Dressing with all tools & equipments.
- 8.3.6 Control of hump sand hollows provided inside lawns.
- 8.3.7 Maintenance of Plants, Lawns, Flower Pots, indoor plants etc.
- 8.3.8 Planting of Decorated Plants/ Flowers & New Lawns developments (other than existing) will be done as per the client requirements, material will be providing by client.
- 8.3.9 Replacement of plants. material will be provide by client.
- 8.3.10 Removal of fallen leaves, dead plants, broken branches etc.
- 8.3.11 Records of planters - earthen/ wooden/ metal provided by the client are to be maintained by the contractor.

## **Activity -V**

### **8.4 STORES, RECORDS AND SUPERVISION**

The following records are to be maintained by the Manager/ Supervisor of the contractor

- 8.4.1 Various Inventories: - stock inventory, stock distribution chart, stock register, Damages items replaced record etc.
- 8.4.2 Laundry register
- 8.4.3 Attendance register with leave records etc.
- 8.4.5 Salary register with statutory requirements
- 8.4.6 Document and Correspondence with the management.
- 8.4.7 Complete Biodata of staff engaged
- 8.4.8 Police verification and health checkup reports of all the staff
- 8.4.8 Complaint and compliance register.
- 8.4.9 Any other record required for smooth functioning.

**9. OTHER WORKS**

In case of any differences, these particular conditions of contract supersede the General conditions of contract. The services shall be provided round the clock on all days, including holidays:

**9.1. The Services include:**

- 9.1.1 Cleaning of the whole premises including toilets and open areas.
- 9.1.2 Wet mopping of covered areas.
- 9.1.3 Cleaning of window panes and door panels.
- 9.1.4 Cleaning and dusting of furniture and fittings.
- 9.1.5 Vacuum cleaning of all carpets and upholstered furniture.
- 9.1.6 Cleaning/sweeping of the entire complex including open space, lawns and land area
- 9.1.7 Maintaining Lawns, Gardens, Trees plantation, and maintains (plants supplied by department)
- 9.1.8 Maintaining and cleaning drainage system and undertaking repairs thereto
- 9.1.9 Any other work within the scope of the Manual prescribed for the purpose.

**9.2 ROOM:** The contractor shall be responsible for routine cleaning of the guest rooms everyday in the morning and evening. The contractor shall also maintain cleanliness in the rooms throughout the day and shall clean the room thoroughly on guest check out and keep it ready for the next arrival.

**9.2.1 THE ROUTINE CLEANING WILL INCLUDE**

- a. Dusting of the furniture in the room including bed, chair, table TV, fridge, etc.
- b. Sweeping and mopping the entire room with disinfectant solution.
- c. Cleaning of Toilet and bathroom with a bathroom cleaning solution.

**9.2.2 CLEANING OF ROOM OCCUPIED BY A PATIENT WILL INCLUDE**

- a. Wiping of the furniture and fixtures in the room with a soap solution.
- b. Sweeping and mopping the entire room with a disinfectant solution.
- c. Cleaning of Toilet and bathroom with a disinfectant/bathroom cleaning solution.
- d. Reporting any maintenance required in the room.

**9.3 CLEANING OF OFFICES / COMMON UTILITY SPACE/ ROOMS**

- 1 The contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- 2 The offices shall be dry dusted and swept after the closing hours.
- 3 Vacuum cleaning shall be done on carpet and upholstery.
- 4 The worktables shall be cleaned with soap solution in the morning.
- 5 The office shall be mopped with soap solution in the morning.
- 6 Office staff rest rooms / toilets shall be cleaned using soap solution and odour free deodorizer.

**9.4 CLEANING OF CRITICAL AREAS**

- 1. All the dustbins shall be washed and lined with colour coded biodegradable bags in the morning. The trash bags shall be changed at the prescribed frequency, morning and evening and as and when required.
- 2. The floor shall be thoroughly mopped with a specialized soap solution.

3. Toilets / bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
4. The common area shall be swept and mopped in the morning and at regular intervals to keep them clean.

#### **9.5 GLASS WINDOWS and DOORS**

1. The contractor shall have his staff to clean glass with appropriate soap solution/chemical solution on regular basis.
2. Internal window glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.
3. Cleaning the front and back high level façade glasses including window panes from outside.

#### **9.6 GARBAGE DISPOSAL**

The contractor shall collect biodegradable and non-biodegradable garbage in specified color coded biodegradable bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area specified by NMMC/ local authorities outside the premises.

**Signature of tenderer with stamp**

## 9.7 CLEANING SCHEDULE

These are the indicative minimum requirements, but not limited to: -

<b>PUBLIC AREA WASHROOM</b>		
1	Cleaning with wizard	Cleaning will be done after every half an hour.
2	Washroom cleaning with sodium hypochlorite	As and when required, but compulsorily after every 8 hours.
<b>CORRIDOR</b>		
1	Mopping with dry mop	Continuous
2	Mopping with wizard	As and when required, but compulsorily after every 3 hours
3	Mopping with sodium Hypochlorite	As and when required, but compulsorily after every 8 hours
<b>LOBBY</b>		
1	Dusting	Continuous
2	Brushing with dry Mop	Continuous
3	Mopping with wizard	As and when required, but compulsorily after every 3 hours
4	Mopping with sodium Hypochlorite	As and when required, but compulsorily after every 8 hours
<b>ADMINISTRATION RECORD ROOM/STORAGE ROOM OFFICE</b>		
1	Brushing	As and when required, but compulsorily once in a day at 7.30 am
2	Mopping with Wizard	As and when required, but compulsorily once in a day at 7.30 am

## **SECTION - 10**

### **10.1 Number of manpower to be deployed**

<b>Sl.No.</b>	<b>Description</b>	<b>Nos. required</b>	<b>Remarks</b>
10.2.1	Manager (Management Housekeeping Experience)	1	General shift & as and when required 24x7
10.2.2	Housekeeping Supervisor (Qualified)	2	2
10.2.3	Room Attendant (Matriculate) with two-year experience	2	In three shifts, nos. in each shift to be decided as per requirement
10.2.4	Houseman / Safai Karamchari with work experience	5	
10.2.5	Office Peon	1	
10.2.6	Cook (Experienced)	2	
10.2.7	Kitchen mate (Experienced)	1	
10.2.8	Steno Typist (Hindi + English)	1	
10.2.9	Security Staff	3	Eight Hour Each
10.2.10	Office Staff – Accountant cum Ass Manager	1	Tally Software
10.2.11	Data Entry operator/Property clerk	3	Tally Software
10.2.12	Ass. Accountant	1	
10.2.13	Driver	2	
	<b>Total</b>	<b>25</b>	

### **10.2 Note: -**

10.3.1. All employees should be equipped with necessary safety equipments.

10.3.2. List of Cleaning Materials & Aids (As per Actual requirements)

<b>Sl.No.</b>	<b>Type of Cleaning Material</b>	<b>Remarks</b>
10.3.7.1	Flippers for Road Cleaning	
10.3.7.2	Cobweb Brush with Long Handle	
10.3.7.3	Glass Cleaning Kit	
10.3.7.4	Mops/Sponge for Floor Cleaning (National or Equivalent)	
10.3.7.5	Mopping Kits	
10.3.7.6	Glass Duster	
10.3.7.7	Floor Duster (As per Bureau of Indian Standards)	
10.3.7.8	Hand Duster (As per Bureau of Indian Standards)	
10.3.7.9	Soft Brooms (As per Bureau of Indian Standards)	
10.3.7.10	Hard Brooms (As per Bureau of Indian Standards)	
10.3.7.11	Bamboo Brooms (As per Bureau of Indian Standards)	
10.3.7.12	Dust Pan (Brite, Classic or equivalent)	
10.3.7.13	Bucket and Mug (Brite or equivalent)	
10.3.7.14	Colin or equivalent standard	
10.3.7.15	Harpic	
10.3.7.16	Floor Cleaning Agent (Cleanso, Lizol, Teepol)	
10.3.7.17	Odonil/ Odour kill or any equivalent brand	
10.3.7.18	Toilet Roll (Wintex or equivalent)	
10.3.7.19	Toilet Soap (Lux or equivalent) minimum weight 35-40 gms. to be provided in each guest room daily.	



10.3.7.20	Liquid Soap (Homocol/Dettol or equivalent)	
10.3.7.21	Biodegradable and Non-biodegradable garbage bags for rooms, public area, kitchen etc.	
10.3.7.22	Large Garbage bags for disposing garbage outside the premises	
10.3.7.23	Floor Polish (Mansion or equivalent)	
10.3.7.24	Surf/Rin or equivalent	
10.3.7.25	Vim Powder or equivalent	
10.3.7.26	Phenyle (Telephone brand or lyzol)	
10.3.7.27	Fresh Paper covers for glasses in the room	
10.3.7.28	W/c paper band	
10.3.7.29	W/c cleaning gloves	
10.3.7.30	Glass coasters (Paper)	
10.3.7.31	Hit Spray/ Baygon Spray	
10.3.7.32	Room Freshener & Deodrants	
10.3.7.33	Naphthalene Balls	
10.3.7.34	Brasso/Salvo	
10.3.7.35	R1, R2, R3 (Bathroom Cleaning Agent)	
10.3.7.36	R4 (Furniture Cleaner)	
10.3.7.37	R6 (Toilet Cleaner)	
10.3.7.38	R9 (Floor Cleaning Agent)	
10.3.7.39	D-7 (Stainless Steel Polish)	
10.3.7.40	Dettol Antiseptic	
10.3.7.41	Carpet Brush	
10.3.7.42	Scotch brite	
10.3.7.43	Shoe shine slip	
10.3.7.44	Shoe shine liquid for shoe shining machine	
10.3.7.45	C-fold Napkin	
10.3.7.46	Napkin box	
10.3.7.47	Emerald (Anti Rust Polish)	
10.3.7.48	Buffer/Drainex to clear wash basin drain blockage	
10.3.7.49	Flexible Pipes for horticulture as required	
10.3.7.50	Separate dusters made of lint/cloth for cleaning room crockery	
10.3.7.51	Allout or equivalent refills in rooms	

The required quantities of cleaning material and aids for two months shall be procured and shall be stored in the store room and issue to the staff daily as and when required. Computerized records shall be maintained which shall be opened to inspection by PICL Authorities during working hours.

Covered trolleys, Dustbins, dustpan, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. for cleaning purposes to be provided by the Contractor as required. Above requirements is tentative and indicative only.

## **Section – 11**

### FORMS

Section 11.1	FORM-I	CONTACT DETAILS FORM
Section 11.2	FORM-II	FORM FOR FINANCIAL CAPACITY
Section 11.3	FORM-III	CONTRACT
Section 11.4	FORM-IV	PERFORMANCE BANK GUARANTEE

**Section – 11.1**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

- 1 NAME OF THE COMPANY .....
- 2 NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
- 3 COMMUNICATION ADDRESS
- 4 PHONE NO./MOBILE NO.
- 5 FAX
- 6 E-MAIL I.D.
- 7 PARTICULAR DETAILS OF THE BIDDER / AUTHORISED REPRESENTATIVE
  - i. NAME OF THE CONTACT PERSON
  - ii. DESIGNATION
  - iii. PHONE NO.
  - iv. MOBILE NO.
  - v. E-MAIL J.D.
8. UNDERTAKING
  - i. The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
  - ii. I/We give the rights to the competent authority of the office of The Provident Investment Company Limited, Government of Madhya Pradesh, Mumbai to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
  - iii. I hereby undertake to provide the Housekeeping, security & Manpower Providing services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :  
Place :-

Designation:  
(Office seal of the Bidder)

## **Section – 11.2**

### **FORM-II FORM FOR FINANCIAL CAPACITY**

Description for Financial years

[Amount in ₹ (INR)]

Description	Financial Years			
	2013-2014	2014-2015	2015-2016	2016-2017
Annual Turnover				
Net Worth				
Current Assets				
Current Liabilities				
Total Revenues				
Profit Before Taxes				
Profit After Taxes				

Above information should be substantiated by certificates issued by chartered accountant.

FORM-III

CONTRACT NO .....DATED .....

THIS CONTRACT is made on ..... between The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005

AND

M/s ..... having its registered office at ..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Housekeeping including security & Manpower supply Services to Client.

NOW THIS CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for "availing Housekeeping, security & Man power providing services at its office under Tender No .....
- II. AND WHEREAS the Contractor submitted his bid vide ..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s ..... as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on ..... for a total sum of .....[Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the Housekeeping, security & Man power providing services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Housekeeping, security & Man power providing services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Housekeeping, security & Man power providing services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

IX. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) Notice to Proceed (NTP) issued by the Client
  - (c) The complete Bid, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee, Bank Guarantee)
  - (f) Charges-Schedule annexed to this Article of Agreement
  - (g) Supplementary Contract executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of  
The Provident Investment  
Company Limited

(Authorised Signatory)

(Authorised Signatory)

**Section – 11.4**

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹ 100/-)

Date: .

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From ..... to .....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005 (hereinafter referred to as "The Provident Investment company Limited" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] ("**Contract**") with [*insert name of the Successful Bidders*] ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Housekeeping, Security and Man power Services ("Housekeeping, Security Services and Man Power supply Services " shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*] .....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the The Provident Investment company Limited a Bank Guarantee from a scheduled bank in India having a branch at Mumbai for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*] ..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the The Provident Investment company Limited without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the The Provident Investment company Limited stating that the amount claimed is due to the The Provident Investment company Limited under the Contract. Any such demand made on the Bank by the The Provident Investment company Limited shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the The Provident Investment company Limited in such Demand. The The Provident Investment company Limited shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the The Provident Investment company Limited by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the The Provident Investment company Limited shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) The The Provident Investment company Limited will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the The Provident Investment company Limited under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the The Provident Investment company Limited to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and! or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the The Provident Investment company Limited in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.



- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the The Provident Investment company Limited under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the The Provident Investment company Limited, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favor under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



**THE PROVIDENT INVESTMENT COMPANY LTD**  
(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)  
Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in.com](mailto:secyfinance@mp.gov.in)

## **TENDER DOCUMENT**

**HOUSEKEEPING, SECURITY AND MANPOWER SUPPLY SERVICES**

**AT**

**EDWARD VILLA VVIP GUEST HOUSE, PLOT 11 & CAPT. PRAKASH PETHE  
MARG CUFFE PARADE, COLABA MUMBAI- 400005**

## SECTION - 12

### FINANCIAL BID THROUGH TENDERING

**TABLE- 12.1**

	Name of Tendering Company	
12.1.1(A)	Address	
12.1.1 (B)	Telephone No.	
12.1.1 (C)	Fax No.	
12.1.1 (D)	E-mail Address	
12.1.2	Whether the Tendering Company has duly filled-in the Technical Bid	Yes/No

**TABLE- 12.2**

**[Indian Rupees (INR) only]**

S.No.		Rate Per Month (₹) (Col-A)	Amount for the whole year(₹) (Col-B)
I	Housekeeping, House Keeping and Man Power supply Services at The Provident Investment company Limited, Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade, colaba, Mumbai – 400005		
	<b>Total</b>		

\*The above rates are for continuous service on 24x7 basis for the full calendar month and year, exclusive of GST.

**Signature of authorized person**

Date:

Full Name:

Place:

Company's Seal:

## **SECTION-13**

**THE PROVIDENT INVESTMENT COMPANY LTD**  
(A GOVERNMENT OF MADHYA PRADESH UNDERTAKING)  
Edward villa 11A, Capt. Prakash Pethe Marg. Cuffe Parade; Colaba, Mumbai - 400005  
Telephone & Fax: 2216 0496. Email: [secyfinance@mp.gov.in](mailto:secyfinance@mp.gov.in)

### ***HOUSEKEEPING, SECURITY AND MANPOWER SUPPLY SERVICES FOR THE PROVIDENT INVESTMENT COMPANY LIMITED***

#### **13. CHECK LIST ON PREPARATION OF BIDS**

Sl.No.	Particulars	YES/NO
13.1	Have you filled in and signed the Contact Details Form?	
13.2	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
13.3	Have you deposited cost of tender form online?	
13.4	Have you enclosed the EMD of 50,000/- in the Technical Bid?	
13.5	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
13.6	Have you attached proof of having met the following minimum eligibility criteria?	
13.6.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
13.6.2	Financial Capacity: Have you attached Audited Balance Sheets?	
13.6.3	Registration with Government Bodies like ESIC, EPF, Labour Laws & GST: Have you attached a Registration copy of each of the certificate?	
13.6.4	Experience: Have you attached the attested experience certificates issued by the Organizations /Government Deptts of the last five years?	
13.6.5	Manpower: Have you attached proof of manpower?	
13.7	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
13.8	Have your Technical Bid been packed as per the requirements of the Tender?	
<b>FINANCIAL BID</b>		
13.9	Is your financial Bid submitted online?	

## **SECTION - 14**

### **8. Scope of Security work**

<b>Sl. No</b>	<b>Activity</b>
1.	Providing Round the Clock Security Services
2.	Maintaining Visitor Register
3.	Maintaining Vehicle Entry & Exit Register

#### **8.2 Coordination**

1. The Security Staff should co-ordinate between the staff & guests.
2. Should co-ordinate with
  - a. Management
  - b. Protocol & Transport
  - c. Receptionist

## **SECTION - 15**

### **Number of manpower to be deployed**

<b>Sl.No.</b>	<b>Description</b>	<b>Nos. required</b>
15.1	Security Guard	3 (1 for each shift)

### **Qualification for Security Officer/ Guard**

1. Minimum education qualification 10<sup>th</sup> Pass.

### **Minimum Experience**

1. Security Guard - 5 years

\*\*\*\*\*