

BID DOCUMENT
(e- Procurement)

Tender reference number: 51/17/2018-AD

Providing Housekeeping services to the estates of the Textiles Committee, Mumbai
for the period of 1 year.

Issued On: 05/11/2018

Textiles Committee
Administration (Housekeeping)
P. Balu Road, Prabhadevi,
MUMBAI, 400 025
Tel: +91 22 66527523/586/532
Email: tchkmumbai@gmail.com
Website: www.textilescommittee.gov.in

LIST OF IMPORTANT DATES

List of Important Dates of Submission of Online Bids: -

1. Name of Project:	Providing Housekeeping services to the estate of the Textiles Committee, P. Balu road, Prabhadevi, Mumbai for the period of 1 year.
2. Mode of submission of Tender	To be submitted on-line at https://eprocure.gov.in/eprocure/app
3. Period & Time for download of Bidding Documents from E-procurement portal	From:- 05/11/2018 Time:- 10:00 To: - 09/12/2018 Time:- 18:00
4. Submission of online queries	From:- 05/11/2018 Time:- 11:00 To:-19/11/2018 Time:- 15:00
5. Time, Date & Place of Pre-Bid Meeting	Date- 26/11/2018 Time :- 15.00 Place: 5 th floor board room, Textiles Committee, Mumbai.
6. Time & Date of online submission of Bids	From: 29/11/2018 Time:- 10:00 To: 07/12/2018 Time:- 18:00
7. Time & Date of opening of online Technical Bids	Date:- 10/12/2018 Time : 15.00
8. Place of opening of online Bids :	Address: 5 th floor board room, Textiles committee, P. Balu road, Prabhadevi Chowk, Mumbai- 400-025.
9. Officer Inviting Bids :	Assistant Director, Admin-Housekeeping Email- tchkmumbai@gmail.com
10. Earnest Money Deposit :	Rs. 1,20,000/- (Rupees One Lac Twenty Thousand Only) To be paid by DD/Pay Order/ Bankers Cheque in favor of Textiles Committee, Mumbai.

PART 1 – BIDDING PROCEDURES

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the —Online Bidder Enrollment option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smart Card, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.

10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the “my tenders” folder.
11. From “my tender” folder, bidder may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction is ideal for uploading.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under —My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking —Freeze Bid Submission in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallel for any further queries, the bidders are advised to contact over phone: 1-800-233-7315 or send a mail to – cppp-nic@nic.in.

Section II. Instructions to Bidders

A. General

1. Scope of Bid
2. Corrupt and Fraudulent Practices
3. Eligible Bidders

B. Contents of Bidding Document

4. Sections of Bidding Document
5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting
6. Amendment of Bidding Document

C. Preparation of Bids.

7. Cost of Bidding.
8. Language of Bid.
9. Documents Comprising the Bid
10. Tender Forms and Price Schedules (BOQ)
11. Alternative Bids
12. Bid Prices and Discounts
13. Currencies of Bid and Payment
14. Documents Establishing the Eligibility and Qualifications of the Bidder
15. Period of Validity of Bids.
16. Bid Security.

D. Submission and Opening of Bids

17. Sealing and Marking of Bids
18. Deadline for Submission of Bids
19. Late Bids
20. Withdrawal, Substitution, and Modification of Bids
21. Bid Opening

E. Evaluation and Comparison of Bids

22. Confidentiality
23. Clarification of Bids
24. Determination of Responsiveness
25. Conversion to Single Currency
26. Margin of Preference
27. Evaluation of Bids
28. Non conformities, Errors & Omissions
29. Comparison of Bids
30. Qualification of the Bidder
31. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract

32. Award Criteria
33. Purchaser's Right to Vary Quantities at Time of Award
34. Notification of Award
35. Signing of Contract
36. Performance Security

Section II. Instructions to Bidders

A. General

1. Scope of Bid

1.1 Supply of goods and related services as per Specifications in BDS

1.2 Throughout these Bidding Documents unless the context otherwise requires:

- “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
- “singular” means —“plural” and vice versa; and
- “day” means calendar day.

2. Corrupt and Fraudulent practices

2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.

2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.

3. Eligible Bidders

3.1A Bidder may be a firm, a company, a limited liability partnership (LLP), a government- owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

3.2In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract

3.3A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a). directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b). receives or has received any direct or indirect subsidy from another Bidder; or
- (c). has the same legal representative as another Bidder; or
- (d). has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e). Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
- (f). any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g). any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
- (h). would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i). has a close business or family relationship with a Professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the contract/loan/grant) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) Would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4. Sections of Bidding Document

4.1 The Bidding Documents consist of Parts 1, 2 ,3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

PART 1 Bidding Procedures

Section I. Instructions for Online Bid Submission

Section II. Instructions to Bidders

Section III. Bid Data Sheet (BDS)

Section IV. Prequalification

Section V. Policy of Textiles Committee against the Corrupt and fraudulent Practices

PART 2 Supply Requirements

Section VI. Schedule of Requirements

PART 3 Contracts

Section VII General Conditions of Contract

Section VIII. Special Conditions of Contract

PART 4 Bidding and Contract Forms

Section IX. Bidding Forms

Section X. Contract Forms

Section XI. Technical details of site with detail obligation of bidder/supplier.

4.2The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents

5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

5.1 Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.

5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense

5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof

5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond TWO DAYS preceding the meeting

5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively

through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.

6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page

6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids

C. Preparation of Bids

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

8 .Language of Bid

8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern

9. Documents Comprising the Bid

9.1 The tender/Bid shall be submitted online in two parts, viz., Technical Bid and Commercial Bid.

9.1.1 Technical Bid

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a). Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,
- (b). Scanned copy of Bid Security or copy of proof for submission of Earnest Money Deposit etc ;
- (c). Scanned copy of documentary evidence (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and (ii) the Bidder's eligibility to bid;
- (d). Scanned copy of
 - a. conform to the Bidding Documents, and
 - b. any other document required in the BDS;
- (e). Scanned copy of Pre-qualification Details as per Section-IV.
- (f). Technical Bid as per Annexure II

All the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time.

9.1.2 COMMERCIAL BID

The commercial bid comprises of:

- (a). Scanned copy of Tender Form (Priced Bid)
- (b). Financial bid (Priced bid) in the provided format.

9.2 In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

9.3 The Bidder shall furnish in the Tender Forms information on Commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

10. Tender Forms and Price Schedules (BOQ)

10.1 Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11. Alternative Bids

10.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

12. Bid priced and Discounts

12.1 The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.

- (a). All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
- (b). The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
- (c). The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.

(d). Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

13. Currencies of Bid and Payment

13.1 The currency (ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.

14. Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterions.

15. Period of Validity of Bids

15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid

15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications

16. Bid Security

16.1 The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS

16.2 If a bid security is specified, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a). an unconditional guarantee issued by a bank
- (b). an irrevocable letter of credit;
- (c). a banker's cheque or Demand Draft ; or
- (d). any other security as specified in the BDS of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable. The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period

16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive

16.4 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security

16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security

16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:

- (a). if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
- (b). if he being successful Bidder fails to:
 - (i). sign the Contract; or
 - (ii). Furnish a performance security.

16.7 The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.

16.8 The Micro Small and Medium Enterprises for the particular trade/item for which the items is relevant are exempted from paying of tender fees and bid security provided that the registration is current. Copy of the relevant registration certificate to be uploaded.

D. Submission and Opening of Bids

17. Sealing and Marking of Bids

17.1The Bidder shall submit the bids electronically, through the e-procurement system (<https://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender

18. Deadline for Submission of Bids

18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended

19. Late Bids

19.1 The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission

20. Withdrawal, Substitution, and Modification of Bids

20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.²

20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser

21. Bid Opening

21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <https://eprocure.gov.in/eprocure/app> under the head —Bidders Manual Kit. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers/bidder shall be opened whose technical bids qualify

21.2 The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further

21.3 The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the

office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system

E. Evaluation and Comparison of Bids

22. Confidentiality

22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.

22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.

22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

23. Clarification of Bids

23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids

23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected

24. Determination of Responsiveness

24.1The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself

24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

if accepted, would

- (i). affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (ii). limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (iii).if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids

24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the Schedule of Requirements Section-VI have been complied with, without any material deviation or reservation or omission.

24.4If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission

25. Conversion to Single Currency

25.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as specified in the BDS

26. Margin of Preference

26.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

27. Evaluation of Bids

27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted

27.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a). evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
- (b). price adjustment due to discounts offered;
- (c). converting the amount resulting from above, if relevant, to a single currency;
- (d). price adjustment due to quantifiable nonmaterial nonconformities in bids
- (e). During technical evaluation missing documents, if any, can be asked by Bid Evaluation Committee for submission

27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.4 For any non compliance w.r.t. estimated quantity the Bid Evaluation Committee has right to call for explanation/documents from bidders.

27.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

28. Non- conformities, Errors & Omissions:

28.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

28.2 Provided that a bid is substantially responsive, Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of the bid.

28.3 Provided that the bid is substantially responsive, purchaser shall correct arithmetical error on the following basis:

a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

b) If there is an error in the total corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and total shall be corrected; and

c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.4 If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

29. Comparison of Bids

29.1 The Purchaser shall compare the evaluated prices of all Bid substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP- Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

30. Qualification of the Bidder

30.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily

31. Purchaser's Right to Accept Any Bid, and to reject any or All Bids

31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

32. Award Criteria

32.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.

33. Purchaser's Right to Vary Quantities at Time of Award

33.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents

34. Notification of Award

34.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the —Letter of Acceptance) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called —the Contract Price). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding

34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract

34.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

35. Signing of Contract

35.1 Promptly after notification, the Purchaser shall send the Contract successful Bidder the Agreement. After receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

36. Performance Security

36.1 Within Ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

36.2 The Performance security shall remain valid for a period of 120 days (120) beyond the date of completion of all contractual obligations including warranty obligations, if any.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Clause No.	
1	Providing Housekeeping services to the estate of the Textiles Committee, P. Balu road, Prabhadevi, Mumbai for the period of 1 year.
	The Purchaser is Administration (Housekeeping) division, Textiles Committee, Mumbai.
3	A bidder can be agency /company/proprietorship/joint venture for providing sanitation services, manpower supply.
4	The bidder shall be deemed to have full knowledge of all the sections of bid documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Supplier/bidders responsibility and specific Terms & conditions for executing this work are detailed in Section IX-Technical detail of site with detail obligation of bidder/supplier of this bid document. Bidders are requested to study Section IX of document thoroughly before submission of bid.
5	Any clarification regarding bid should be submitted on e procurement portal between the dated specified for seek clarifications. The tender issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, through the Central Public Procurement Portal for e-procurement. For Clarification of bid purposes & site visit only, the Purchaser's address is – The Assistant Director, Housekeeping Division (4th floor),Textiles Committee, P. Balu road, Prabhadevi Chowk Mumbai-400025 Tel- : +91 22 66527523/586 Email- tchkmumbai@gmail.com
5.4	Pre bid meeting-_____ Time : - 15:00 Place: 5 th floor board room, Textiles Committee, P. Balu road, Prabhadevi Chowk, Prabhadevi, Mumbai-400025
8	The language of the bid is: English All correspondence exchange shall be in English language. Language of the all supporting documents: English.
9	Bidder shall submit 2 covers separately on e- procurement portal as per below details: 1. Technical Cover a. DD/Cheque or copy of proof for submission of EMD or copy of valid document/ certificate for exemption of EMD submission. b. Technical bid form with requisite documents mentioned in the format as per Annexure-1. c. Tender from (un-priced bid) as per format given in Section IX: Bidding Forms. d. Bidder Information form as per format given in Section IX: Bidding Forms. e. Letter of Acceptance as per the format in Section X- Contract Forms of the bid document f. Audited Balance sheets with profit and loss statement for latest 3 consecutive financial years to state that the Annual Turnover is Rs. 30 lakhs or more. g. Copy of Income Tax returns of the latest 3 consecutive financial years. h. Copy of PAN. i. Copy of certificate of GST Registration. j. Copies of Certificate or Registration under ESI and EPF k. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the Bid documents in each page [or] Copy of Registration Certificate or any other valid registration document (in case of sole Proprietorship). l. Copy of valid registration certificate and current Labour license, if any under Labour

	<p>Act as amended from time to time</p> <p>m. List of major customers, their addresses and period of contract.</p> <p>n. Any other enclosure (please give details).</p> <p>2. Financial Cover</p> <p>a. Financial bid as in the prescribed format as per Annexure-II, without making any alterations/changes in the format.</p> <p>b. Tender form (Priced-bid) as per format given in Section IX: Bidding Forms.</p>
10	All the bidding forms, Annexure need to be submitted wherever specified.
15.1	Bid validity:180 days
16	Bidder shall submit interest free EMD of Rs. 1,20,000/-, to be paid by DD /Pay order/ Banker's cheque in the favor of Textiles Committee payable at Mumbai.
	EMD of unsuccessful bidders will be returned after the award of contract.
32	<p>The bidder shall be selected as L-1 whose aggregate value is lowest.</p> <p>Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai will have the right to terminate the contract at any time due to unsatisfactory work or any other reason</p>
35	The successful bidder will have to enter into an Agreement for one year on Rs 100/- Non-judicial stamp paper. The Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai, reserves the right to cancel/withdraw the contract/ Agreement at any time without assigning any reason thereof and the contractor shall have no right to contest against the said decision of the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai
36	<p>Selected bidders have to deposit 10% of the total value of contract as a performance security within 10 days of receipt of award of contract.</p> <p>Failure of the successful bidder to comply with the requirement of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Textiles Committee may make the award to any other bidder at L-1 rate, at the discretion of the Textiles Committee or call for new bids.</p>

Section IV. Prequalification

1. The applicant Company should be at least three years old & serving/ attending this type of work, documentary evidence is required.
2. Certificate of experience for carrying out this work in at least one Govt. Institution/ PSU.
3. The applicant Company shall have Annual Turnover of Rs. 30 lakhs or more for last three consecutive years, documentary evidence is required.

Section V. Policy of Textiles Committee against the Corrupt and Fraudulent Practices

Textiles Committee strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Textiles Committee and besides it, Textiles Committee may initiate legal actions including civil and criminal proceeding. For the purpose of this provision the terms are defined as follows:

- (i) —Corrupt practice¹ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹;
- (ii) —Fraudulent Practices² is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) —Collusive practice³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) —coercive practice⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴

¹ For the purpose of this sub-paragraph, —*another party* refers to a public official acting in relation to the procurement process or contract execution. In this context, —*public official* includes Textiles Committee staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, —*party* refers to a public official; the terms —*benefit* and —*obligation* relate to the procurement process or contract execution; and the —*act or omission* is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, —*party* refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, —*party* refers to a participant in the procurement process or contract execution.

- (v) obstructive practice" is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

b) Besides actions under clause (a) Textiles Committee may also take action to blacklist such bidder either indefinitely or for a specified period.

Section-VI-Schedule of Requirements

Part - 2 Supply Requirements

Schedule of Housekeeping services

Supply requirement is the requirement of the Textiles Committee to be complied by bidder after Award of Contract as per the below details:

Sl. No.	Area	Once Daily	Twice Daily	Once Weekly	Once fortnightly	Monthly
1.	OFFICE CUM LABORATORY AREA					
	• Laboratory and Office Areas		Yes			
	• Reception, Lobbies, etc.	Yes				
	• Passages, Staircase, Terrace, Corridors, etc.	Yes				
	• Toilets, Washrooms and nearby areas***		Yes			
	• Utility Rooms (AHU, Switch Board, etc.)			Yes		
	• Carpets (Vacuum Cleaning)				Yes	
	• Carpets (Shampooing)					Yes
2.	* AUDITORIUM					
	• Main Seating area			Yes		
	• Passage and Lobbies	Yes				
	• Toilets and Common Areas	Yes				
	• Carpets (Vacuum Cleaning)				Yes	
3.	STAFF QUARTERS / GUEST HOUSE					
	• Guest Rooms on 5th & 6th floors including washrooms & Toilets	Yes				
	• Passages and common area	Yes				
4.	BASEMENT					
	• Car Park Area			Yes		
	• Utility Rooms like Transformer Room, Panels				Yes	
5.	COMPOUND AREA INCLUDING ATRIUM					
	• Internal Roads and pavements	Yes				
	• Compound Wall					Yes
	• Landscaped Areas	Yes				
	• Grand Staircase			Yes		
	• Fountain Area (Water Body)			Yes		
	• Inside Atrium	Yes				
• Entrance Area from Canopy	Yes					
6.	Cleaning of water tanks) twice in a year – 7 Nos.					

* If there are any programmes in the auditorium, Board room the main seating area shall be cleaned, immediately before / after the program.

*** Toilet & washroom need to be clean frequently by keeping view of cleanliness & hygiene.

PART - 3 Contract

Section VII. General Conditions of Contract

1. Definitions
2. Contract Document
3. Fraud and Corruption
4. Interpretation
5. Language
6. Joint Venture, Consortium or Association
7. Eligibility
8. Notices
9. Governing Law
10. Settlement of Disputes
11. Obligations during arbitrations
12. Scope of Supply
13. Delivery and Documents
14. Supplier's Responsibilities
15. Contract Price
16. Terms of Payment
17. Taxes and Duties
18. Performance Security
19. Copyright
20. Confidential Information
21. Subcontracting
22. Patent Indemnity
23. Force Majeure
24. Extensions of Time
25. Termination
26. Assignment

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Textiles Committee” means Textiles Committee established under the Textiles Committee Act 1963.

“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“GCC” mean the General Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).

“Purchaser” means Textiles Committee, and other entities of the Textiles Committee competent for purchasing Goods and Services, as specified in the SCC.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

“SCC” means the Special Conditions of Contract.

“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole

3. Corrupt and Fraudulent Practices

3.1 The Textiles Committee requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee

4. Interpretation

4.1 Unless the context requires otherwise, singular means plural and vice versa

4.2 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Bidder should not have been declared insolvent by the competent court.

7.2 The Bidder should not be disqualified for contract under the law of the land.

7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force

7.4 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier

7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term —in writing means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.3 All questions, disputes and differences arising shall be referred by the Secretary, Textiles Committee to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.

11. Obligations during arbitrations

11.1 Notwithstanding any reference to arbitration in Clause 10, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay any amount due to the Supplier.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC

16. Terms of Payment

16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed

17. Taxes and Duties

17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Applicable TDS will be deducted from bills.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax saving to the purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within Ten (10) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 Performance security should remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a). now or hereafter enters the public domain through no fault of that party;
- (b). can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c). otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Patent Indemnity

22.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to

23. Force Majeure

23.1 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.2 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24. Extensions of Time

24.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

24.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.

25. Termination

25.1 Termination for Default

- (a). The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b). In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

25.3 Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26. Assignment

26.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Ref. GCC Clause No.	SCC
5	Language of the contract is English.
7	Bidder shall submit all specified bidding forms such as Tender Form(Unpriced bid) & Bidder Information form with Technical bid – Annexure-I.
8	For Clarification of bid purposes only, the Purchaser’s address is - The Assistant Director, Housekeeping Division (4th floor),Textiles Committee, P. Balu road, Prabhadevi chowk Mumbai-400025 Tel- : +91 22 66527523/586 Email- <u>tchkmumbai@gmail.com</u>
10.2	In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Textiles Committee
12	The bidder shall submit the Technical & Financial bid only after refereeing the Schedule of Requirements in Section VI of this bid document, which described Housekeeping Schedule.
13	The bidder should take responsibility for providing Housekeeping services to the purchaser as mentioned this document & as required.
14	Supplier/bidders responsibility and specific Terms & conditions for executing this work are detailed in Section IX-Technical detail of site with detail obligation of bidder/supplier of this bid document. Bidders are requested to study Section IX of document thoroughly before submission of bid.
15	Contract price offered by bidder shall include all statutory payments, taxes and service charges.
16	Terms of payment: i. No payment shall be made in advance nor any loan from any bank or financial institution, shall be recommended on the basis of the order of award of work. ii. The contractor shall submit the monthly bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. It will be the responsibility of the Contractor to produce previous month’s ESI, EPF contribution receipts and salary statements of the employees as per Minimum Wages Act, along with the bill for payment, to facilitate Textiles Committee to issue Cheque/ RTGs/ NEFT towards the payment. iii. Payment of bills corresponding to a month will be released only on production of copies of challans as proof of payment of employer’s contribution of EPF and ESI dues of employees of the contractor, employed under this contract, to the appropriate authorities, for the previous month. Income Tax at the prescribed rate will be deducted as “TDS” from the wages made. iv. If for any reason work is done for only a part of the month, payment will be made on prorata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults. v. The contractor will be required to pay minimum wages to housekeeping personnel

	<p>deployed as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts and will have to produce the register of wages or the Register of wages cum muster roll of the preceding month along with the bill.</p> <p>vi. Whenever there is increase in minimum wages or revision of VDA as declared by the State Government, those rates will be paid by the Textiles Committee. Therefore the contractor has also to make payment to the housekeeping personnel accordingly.</p> <p>vii. Present Basic Wage, VDA, EPF and ESI figures shall be filled up in the relevant columns of the Financial Bid at Annexure- II (Bid Form-2).</p>
17	The bidder shall solely & entirely be responsible for all taxes, octroi, duties, license fees etc. incurred for Providing housekeeping Services to the Textiles Committee , Mumbai
18	Performance Security shall be paid in the form of DD/Pay Order or Bank Guarantee. Performance security will be the 10% of the total contract value.
21	Order(s) Providing housekeeping Services to the Textiles Committee, Mumbai is non transferable and no sub-contracting is permitted. Textiles Committee reserves the right to cancel the order in such event.
24	Extension of Contract period: Textiles Committee may further extend the contract may be possible for next six months in one or more spells to finalize fresh Bid on mutual agreement and on satisfactory services provided by the contractor on the same terms and conditions.

Part 4 -Bidding Forms and Contract Forms

Section IX: Bidding Forms

Table of Forms

1. Tender Form (Techno commercial un priced Bid)
2. Tender Form (Price Bid)
3. Bidder Information Form
4. Technical bid form, Annexure-I
5. Financial bid form, Annexure-II.

1. TENDER FORM
(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Ref. Tender No: _____ .

To,

The Secretary,

Textiles Committee, Mumbai

400025

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest
3. I/We have not been suspended nor declared ineligible in India
4. I/We confirm that our firm is neither banned nor blacklisted by any Department of Govt. of India nor any blacklisting is current.
5. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following services: Providing Housekeeping services to the estates of the Textiles Committee, Mumbai for the period of 1 year.
6. I/We offer to supply the services as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender.
7. I/we shall be bound by a communication of acceptance issued by you.
8. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the services required and my/our offer is to supply the services strictly in accordance with the specifications and requirements.
9. A Demand Draft or Bankers cheque in favor of the Textiles Committee for Rs.120000 (Rupee: One Lakh Twenty Thousand only) as **Earnest Money Deposit** is enclosed. The Draft is drawn onBank payable at Mumbai
10. The following have been added to form part of this tender.
 - a. **DD/Cheque or copy of proof for submission of EMD or copy of valid document/ certificate for exemption of EMD submission.**
 - b. Technical bid form with requisite documents mentioned in the format as **per Annexure-1.**
 - c. **Tender form (un-priced bid) as per format given in Section IX: Bidding Forms.**
 - d. **Bidder Information form as per format given in Section IX: Bidding Forms.**
 - e. Letter of Acceptance as per the format in Section X- Contract Forms of the bid document
 - f. Audited Balance sheets with profit and loss statement for latest 3 consecutive financial years to state that the Annual Turnover is Rs. 30 lakhs or more.
 - g. Copy of Income Tax returns of the latest 3 consecutive financial years.
 - h. Copy of PAN.
 - i. Copy of certificate of GST Registration.
 - j. Copies of Certificate or Registration under ESI and EPF
 - k. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the Bid documents in each page [or] Copy of Registration Certificate or any other valid registration document (in case of sole Proprietorship).
 - l. Copy of valid registration certificate and current Labour license, if any under Labour Act as amended from time to time
 - m. List of major customers, their addresses and period of contract.

- n. Any other enclosure (please give details).
11. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
 12. Certified that the bidder is:
 - i. A sole proprietorship firm and the person signing the bid document is the sole proprietor /constituted attorney of the sole proprietor,
Or
 - ii. A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
 - iii. A company and the person signing the document is the constituted attorney.
 13. (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).
 14. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
 15. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
 16. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
 17. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *_[insert date of signing] day of [insert month],[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**:. Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

2. TENDER FORM (Priced Bid)
(On the letter head of the firm submitting the bid document)

To,
The Secretary,
Textiles Committee, Mumbai
400025

Ref: Tender No: _____

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Services at the prices and rates mentioned in the enclosed Annexure- II of the bid document.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R Textiles Committee. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a) Price Schedule as per format provided by you i.e. Annexure-II.
4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions..
6. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail : _____

COMPANY SEAL

3. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

1. Bidder's Name: *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*

6. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]* Address:

[insert Authorized Representative's Address]

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email

Address: *[insert Authorized Representative's email address]*

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
 1. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,
 2. In case of JV, letter of intent to form JV or JV agreement.
 3. In case of Government-owned enterprise or institution, documents establishing:

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security

Letter of Acceptance
(On bidders letterhead)

To,
The Secretary
Textiles Committee
P. Balu Road, Prabhadevi, MUMBAI- 400 025

Sir,
Sub: Bid for providing Housekeeping Services at Textiles Committee, P. Balu Road, Prabhadevi, Mumbai- 400 025.

1. I / we _____ son/Daughter of Shri _____ Proprietor/Partner/ Director/ Authorised signatory of M/s. _____ are competent to sign the declaration and execute this bid document (No. _____)
2. I have carefully read and understood all the terms and conditions of the bid which are fully acceptable to me.
3. The information/ documents furnished along with the above bid are true and authentic to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our bid at any stage besides blacklisting of my/ our firm/ company and liabilities towards prosecution under appropriate law.

Date: _____

Place: _____

Yours faithfully,

(_____)
Name & signature of the firm with rubber stamp / seal

Note:

1. The above declaration by the authorized signatory of the bidder in token of acceptance of all the terms and conditions should be uploaded with the Technical Bid.
2. The above declaration shall have to be furnished on the letterhead of bidder.

Contract Agreement

ARTICLES OF AGREEMENT made on this day of, 2018 between Textiles Committee, having its Head Office at P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai - 400 025 (hereinafter referred to and called “**the Owner**”) of the **One Part**

AND

M/S. _____ having registered office at _____ - (hereinafter referred to and called “**The Contractor**”) of the **Other Part**.

WHEREAS the owner is desirous of awarding the job of providing housekeeping services for the estate of the Textiles Committee, P. Balu Road, Prabhadevi, Mumbai – 400 025 to the Contractor

AND WHEREAS the Contractor has deposited Bank Guarantee of Rs. _____ [Rupees _____ only] towards Performance Security Deposit as per the contract conditions, as a token of performance of this contract and is willing to provide housekeeping services as per the condition of Work Order No. _____ and contract document/bid document duly filled in and submitted by the Contractor and accepted by the Owner.

NOW, THEREFORE, it is agreed by both the parties as follows:

1. The Contractor, as mutually agreed, shall carry out and render the housekeeping services as mentioned in the Work Order No. _____ and as per the terms and conditions mentioned therein for a period of 01 year w.e.f site takeover date i.e. _____ at a total amount of Rs _____ per month (Rupees _____ Only) including taxes . Thereafter, it may be renewed at the discretion of the Owner and upon its own terms and conditions as may be mutually agreed upon by the Owner and the Contract.
2. The Contractor has been shown the areas of work and the work to be carried out in addition to the description of services as mentioned in Work Order No. _____ dated _____, which will include the following work also:
 - a) Sweeping and mopping of passage.
 - b) Sweeping and wet mopping of Reception Area, General Office Area, Laboratory Area and Cabins etc. with deodorant disinfectants, Guest/Staff Quarter, Auditorium etc.
 - c) Clearing and cleaning of waste paper baskets / dustbins
 - d) Dusting of partitions, doors and walls and Venetian blinds.
 - e) Cleaning of telephone instruments.
 - f) Cleaning of window glass from inside.
 - g) Cleaning of main entrance glass doors / wooden doors.
 - h) Cleaning of W. Cs wash basins, urinals and mirrors etc. in all the toilets
 - i) Scrubbing and cleaning of all toilets flooring.
 - j) Mopping of the entire toilets floors with deodorant disinfectant and cleaning of wash basins at regular intervals throughout the day.
3. Let it be clearly understood and agreed that by this Deed no relationship of employer and employee is created between the Owner and the employees engaged by the Contractor.

4. The Contractor shall provide the housekeeping services in the areas and manner as mentioned in Work Order No. _____ dated _____. The Contractor shall undertake and assure the Owner that he will provide proper and efficient services in the predetermined schedule of time. Besides, services will also be rendered by the Contractor as and when desired by the Owner, even though it may not be as per schedule but on charges as may be agreed upon separately.
5. The Contractor shall decide the modus operandi as to engage men / machinery by him in order to render proper and efficient services
6. The Contractor, being the employer in relation to persons engaged / deployed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/ salaries to such persons which in any case, will not be less than in accordance with the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and /or any authority constituted by or under any law.
7. The Contractor shall adhere to and comply with the laws that may be applicable to him and also extend all the benefits / privileges as applicable to persons engaged / employed by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor engaged, the Contractor alone shall be responsible and liable for any act(s) of omission and / or commission committed by any employee, agent, representative, attorney, person(s) engaged /employed by him for discharging the obligations under this Agreement.
8. The contractor shall take Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the Textiles Committee from or against all manners of claims and demands, losses, damages and cost (including between Attorney and Client) and expenses that may arise in regard to the same or that the Department may suffer or incur with respect and / or incidental to the same. The contractor shall have to furnish original/ attested copies as required by Textiles Committee. The portions of Insurance taken along with the premium receipts and other papers related thereto, to be submitted to Textiles Committee.
9. The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of Textile Committee / authorities on this will be final and binding on the contractor

10. Housekeeping Material:

Textiles Committee has allocated Rs. 10,000/- (Rupees Ten Thousand only) inclusive GST per month for purchase of Housekeeping Material. The list of housekeeping materials proposed is as below:

- a) Soft & Hard Brooms
- b) Cob-web Dusters
- c) Floor & Glass Dusters
- d) Table & Computer Dusters
- e) Odonil, cakes/ Naphthalene Balls
- f) WC Brush, Sivo/ Brasso
- g) Deodorized-detergent for mopping
- h) R-1 to R-7 (Hindustan Lever Brand)
- i) Murphy Oil/ Min Cream, spray Bottles, Buckets, Caddies, Garbage Bags, Mugs, Dust Collectors, Odopic/Vim Powder Round Mops, Kentucky Mops
- j) Rubber Cushion, Glass wiper, Hand Brush, Oversized sweeping Brush for external areas. Buffing &

Scrubbing Pads & Carpet Upholstery Shampoo HLL standards. Soap for the dispensers in all toilets, Tissue Rolls also are be provided by the service provider. All consumables shall be of reputed quality and approved by the owner.

The Contractor may furnish/add the additional materials in the above list. However, the amount shall not exceed Rs. 10,000/- per month. The payment towards housekeeping material shall be made against actual material bill together with total monthly bill for housekeeping services.

11. **Uniforms:** The personnel (both women and men) will wear proper and distinctive uniform with the logo mentioning 'Housekeeping' & name of the Housekeeping firm. All the personnel should sport their nameplate prominently on their uniform. Minimum two sets of the uniform will be supplied by the contractor at his own cost and the contractor shall ensure that the personnel on duty at all times are in neat and clean uniform. Any person reporting on duty without uniform will invoke a fine of Rs. 100/- per day per person. Such person will be considered as absent on that day. The amount of fine will be deducted from the monthly bill by firm. Uniform will be checked at the main entrance/ gate.
12. **Identity Card:** The personnel will have photo identity cards issued by the contractor duly countersigned by In-charge, Administration (Housekeeping), Mumbai so that entry is restricted to only legitimate persons to the premises. Cost of identity cards & photographs for identity cards shall be borne by the Contractor.
13. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged /employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and / or claim whatsoever against the Owner. The Owner shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged /employed by the Contractor for any purpose whatsoever nor would the Owner be liable for any claim(s) whatsoever of any person(s) of the Contractor.
14. The Contractor shall obtain appropriate license under the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms & conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the period of this Agreement.
15. In case the Owner is required to meet any liability in respect of any person(s) engaged / employed by the Contract by virtue of their working in the premises of the Owner, the Owner would have right to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.
16. The Contractor shall maintain all registers required under various Acts, which may be inspected by the Owner as well as the appropriate authorities.
17. The Contractor shall be responsible for all injuries and accidents of the persons, employed by him.
18. The Contractor shall be responsible for the conduct and behavior of his employees. If any employee of the Contractor found misbehaving with the Owner's staff. The Contractor shall take necessary and appropriate action against that employee.
19. In the event of any loss / damage being occasioned to the Owner on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the Owner either by replacement of the material / equipment or payment of compensation that would be quoted by the Owner.
20. The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.

21. The Contractor shall take proper instructions from the Owner for the execution of the contract at the different places and will comply with the same.
22. The Contractor shall provide sufficient quantity of material / equipments for executing the work and arrange to dispose off waste papers, rubbish etc. as per norms of BMC, at his own cost.
23. The Contractor shall attend to the complaints relating to Housekeeping received from the employees of the Owner and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
24. All members of staff employed by the Contractor will be subjected to security check by the Owner's Security Staff while leaving the premises.
25. The Contractor shall be required to provide supervisory staff, so as to ensure proper control for executing the job smoothly and efficiently.
26. The Contractor shall submit his bill in respect of services rendered in the first week of month immediately following the month to which such services relate. The payment of the bill shall be made to the Contractor within a fortnight only if the services provided are found satisfactory.
27. The Contractor will have to produce the Register of Wages or the Register of Wages-cum- Muster Roll of the preceding month along with the bill to be submitted in the first week of month for verification, to the Administration-HK Division, Textiles Committee, Mumbai- 400 025. The Contractor shall ensure that payment to his employees is made in the presence of an authorized representative of the Owner.
28. The Contractor shall have to provide details of recoveries made towards each of the housekeeping personnel engaged in respect of EPF, ESI etc for the previous month along with the paid up receipt of concerned organization to the Administration-HK Division in the first week of the month immediately following the month to which such services relate.
29. The Contractor shall give the services on all days during the period of contract as per the Owner's requirement.
30. The Contractor's employee will make their own arrangements for food and snacks while at work at their own cost and the Owner will not entertain any financial expenditure or provide any canteen facility.
31. If the Contractor commit any breach of any of the terms and conditions hereof and / or fails / neglect to carry out any instructions issued to him by the Owner from time to time, it shall be open and lawful for the Owner to terminate this agreement forthwith without specifying any reason.
32. **ARBITRATION:** In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Competent Authority, Textiles Committee and the contractor shall have no objection for the same. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended time to time shall be applicable to the arbitration. The venue of such arbitration shall be at Mumbai. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by

each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

33. In case of statutory increase in the wages of housekeeping personnel in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act, Housekeeping Personnel would be paid that wages with an increased rate. [In other words the Textiles Committee will bear the minimum wages component whenever increases in future during the period of contract.]
34. All the above services and any other work of similar nature, which will be entrusted to the Contractor from time to time by the Owner, are to be rendered without causing any hindrance or disturbance to any staff member of the Owner, working during the normal working hours. The work shall be carried out efficiently, in accordance and in conformity with the standard of a neatly and hygienically maintained premise.
35. GST/Service tax in the bill to be mentioned separately.
36. Deduction for absenteeism would be made by the Owner.
37. All the terms and conditions which are not specified above shall be complied with as per Work Order No _____ dated _____ and as per bid document No _____ dated _____.
38. In case of any dispute over interpretation & missing out on any Terms & Conditions or any other conditions related to providing Housekeeping Services to Textiles Committee, the bid document No _____ dated _____ shall prevail over the Work Order No _____ dated _____ & Agreement.

In witness whereof both the parties mentioned above append their signature in token of having accepted the above terms and conditions.

On this ___day of _____, 2018.

SIGNED AND DELIVERED by the within named

TEXTILES COMMITTEE

“One Part” in presence of:-

- 1.
- 2.

SIGNED AND DELIVERED by the within named

M/s. _____

“Other Part” in presence of:-

- 1.
- 2.

Performance Security

Bank Guarantee

In consideration of Textiles Committee, Govt. of India, Ministry of Textiles, P. Balu Road, Prabhadevi, Mumbai – 400 025 (hereinafter referred to and called as “Textiles Committee, having agreed to exempt M/s. {hereinafter referred to and called “the said Contractor} from the demand, under the terms and conditions of Tender, an agreement / (Purchase Order) No..... dated made between.....andfor supply of {hereinafter referred to and called “ the said AGREEMENT”} of Security Deposit for fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.....,(Rupees....., We, (name of the Bank), hereinafter referred to and called as “the Bank” at the request ofContractor(s), do hereby undertake to pay the Textiles Committee an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused or suffered by the Textiles Committee by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank)..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Textiles Committee stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Textiles Committee by reasons of breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement. Any such demand made on the Bank shall be inclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the Textiles Committee in these counts shall be final and binding on the Bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees).

3. We undertake to pay the Textiles Committee any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank).....further agree that the Guarantee therein contained shall remain in force during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Textiles Committee under and by the virtue of the said agreement has been fully paid and its claims satisfied or discharged or till Textiles Committee certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of EIGHTEEN MONTHS (as stipulated in agreement / PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.

5. We (name of the Bank)further agree with the Textiles Committee that the Textiles Committee shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Textiles Committee against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to

the said Contractor(s) or by any such matter or this whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s).

7. We (name of the Bank)..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Textiles Committee in writing.

Dated the Day of..... 2018.

Signature with seal (for Bank)

Section XI. Technical details of site with detail obligation of Bidder/supplier.

PART- I

PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK

1. House Keeping Services & Areas:

The housekeeping services mean and include all the services related to cleaning of all common areas, staircase, ramps, basement, atrium, reception, general compound area, landscaping areas and the interior areas of office. The housekeeping services shall also include cleaning of all building features and internal walls, toilets including wash areas, floors, ceiling, walls, cubical partitions, tables, chairs, laboratory counters, mirrors, light fittings, grills and diffusers, sanitary wares, washbasins, sanitary bins, soap dispensers, pantry facility and all other fittings and furnishings. The services shall also include cleaning of external surfaces of the building including open terrace, lift machine rooms, all service shafts, water tanks, paved areas, manholes, internal road etc. The work providing housekeeping services for the estate of Textiles Committee at Prabhadevi, Mumbai-400 025 shall have to be undertaken without causing any damage to the property measuring a total of 54,844 sq. ft. plot area, which is broadly divided into five areas

- ❖ Area 1: Office-cum-laboratory area (63,577 sq. ft. built up area)
- ❖ Area 2: Auditorium area (9,703 sq. ft. built up area)
- ❖ Area 3: Staff Quarters / Guest House (10,559 sq. ft. built up area)
- ❖ Area 4: Basement area (34,963 sq. ft. built up are)
- ❖ Area 5: Compound including grand staircase, Atrium area (48,143 sq. ft.)

Note- For details of areas for Office Building, Auditorium & Guest House Building, please refer the “Area Details” given in **Part III of Section IX** The bidder may visit Textiles Committee at above address for SITE VISIT before bid submission.

- 1.1 Specialized cleaning like carpet spotting, shampooing, burnishing, scrubbing etc. manpower to be provided on Saturdays & Sundays only.
- 1.2 **Cleaning of seven water tanks (two in the basement, one on the terrace of the main office building, one on the terrace of the auditorium and three on the terrace of staff quarters) is to be carried out at least twice in a year.**
- 1.3 The contractor shall ensure deployment of the following machinery/ equipment for Housekeeping and shall consider this into the prices quoted:
 - a) Wet/dry vacuum cleaner (heavy duty industrial type) – adequate numbers as per the requirement.
 - b) Multipurpose Floor Maintainer (Buffing, maintaining, polishing, etc.) with accessories.
 - c) High Pressure Jet with accessory Mechanized/ Fuel operated Floor Sweeper
 - d) Under Window Cleaning Kit with complete safety kits, belts etc.
 - e) Telescopic Rod (extendable type) up to a height of 30 ft.
 - f) Multipurpose housekeeping trolley
 - g) Mopping bucket with squeezer
 - h) Ladders 6 ft. and 10 ft.

2. Schedule of Housekeeping Services:

Brief summary of important activities of housekeeping with its schedule is given in the **Section-VI, Schedule of Requirements** in the form of Work Chart in this bid document.

3. Housekeeping Material:

Textiles Committee has allocated Rs. 10,000/- (Rupees Ten Thousand only) **inclusive GST** per month for purchase of Housekeeping Material and has accounted the same in Financial bid (i.e. same for all bidder). The list of housekeeping materials proposed is as below:

- a) Soft & Hard Brooms
- b) Cob-Web Dusters
- c) Floor & Glass Dusters
- d) Table & Computer Dusters
- e) Odonil cakes / Naphthalene Balls
- f) WC Brush, Silvo / Brasso
- g) Deodorized – detergent for mopping
- h) R-1 to R-7 (Hindustan Lever Brand)
- i) Murphy Oil / Min Cream, Spray Bottles, Buckets, Caddies, Garbage Bags, Mugs, Dust Collectors, Odopic / Vim Powder Round Mops, Kentucky Mops
- j) Rubber Cushion, Glass Wiper, Hand Brush, Oversized Sweeping Brush for external areas, Buffing & Scrubbing Pads & Carpet Upholstery Shampoo HLL standards. Soap for the dispensers in all toilets, Tissue Rolls also are be provided by the service provider. All consumables shall be of reputed quality and approved by the Owner.

Bidders may furnish/add the additional materials in the above list. However, the amount shall not exceed Rs.10, 000/- per month. The payment towards housekeeping material shall be made against actual material bill together with total monthly bill for housekeeping services.

Note: The areas to be cleaned, swept and dusted can be seen at the Textiles Committee, Mumbai at any time during the working hours.

4. Estimated workload:

The estimated workload is 09.30 hours per day (including Lunch/ Tiffin hours). Hence, a minimum of 15 (Housekeeping personnel) + 1 (Supervisor) are expected to be deployed daily. The working hours will be 08.30 HRS to 18.00 HRS. Secretary, Textiles Committee will have the right to change the working hours as per requirement.

Section XI. Technical details of site with detail obligation of Bidder/supplier.

PART- II

Sub: Bid for providing Housekeeping Services to estates of Textiles Committee, Mumbai- 400 025 for the period of 1 year.

1. General:

- a. The work will be executed in conformity with the specifications and conditions as laid down in the contract. The work will be inspected by a representative authorized by Secretary, Textiles Committee and his decision with regard to the acceptability of the work done on each day shall be final and binding.
- b. Diaries for daily noting the acknowledgement of housekeeping work by the in-charge of the division will have to be supplied by the contractor and got filled up by his supervisor for verification of the work done.
- c. **Preference will be accorded for the use of mechanical/ electrical equipment for the execution of Housekeeping work.**
- d. A very high standard of House Keeping is to be provided which is desired for a state of art campus of National/ International standard. All the Housekeeping Staff will be trained by the contractor to provide high standard of house- keeping.
- e. **Biometric attendance device shall be supplied by contractor only.**

2. Deployment and Replacement of Personnel:

- a. The contractor or his representative at Mumbai should have overall control/ supervision and coordination with Textiles Committee. He shall maintain a check list of all work items which will be inspected and checked by Textiles Committee, Mumbai.
- b. An officer who will be appointed by the Secretary, Textiles Committee, Mumbai shall inspect the quality of work at any time. The Contractor shall not be paid an amount equal to one day's wages/ payment for each day or part thereof, for unsatisfactory work by an employee engaged by him in addition to a penalty of Rs. 200/- per occasion per area as per decision of the Textiles Committee authority in charge of that area. Non-performance or improper performance of the work will invite this penalty clause.
- c. The Contractor should engage 1 Supervisor and 15 personnel every day for carrying out the housekeeping works listed out in Part-I of Section- V & Annexure-VII throughout the year.
- d. The contractor should provide a list of minimum 15 + 1 personnel to be employed for this purpose. The documents of Identity Proof and Address Proof should also be provided by the Contractor to the Textiles Committee.
- e. The contractor shall provide sufficient number of lady staff to take care of the lady toilets/ bathrooms. All the staff employed should be trained in housekeeping work.
- f. If any person deployed by the contractor is found unacceptable by Textiles Committee, the contractor shall have to withdraw him/ her within 24 hours from the time of intimation and provide the substitute.
- g. The contractor should prepare a weekly duty chart of the personnel engaged and submit it to Administration (Housekeeping) Division, Textiles Committee, Mumbai.
- h. The contractor should not engage the personnel at random. Any change of personnel will be with the approval of Textiles Committee.

- i. The persons engaged should be clean and hygienic. Sick persons should not be taken for duty. The persons engaged by the contractor shall not be suffering from any infectious disease.
- j. The personnel will be employees of the Contractor for all legal and practical purposes.
- k. The Contractor shall follow all the provisions of relevant Act before deployment of any person at Textiles Committee for housekeeping services.

3. Work Hours:

- a. The working hours will be 08.30 HRS to 18.00 HRS keeping in view the requirement of Textiles Committee. This includes Lunch/ Tiffin hours also.
- b. The workers will ensure their attendance daily through Biometric system. Non attendance or late attendance will be deducted from the bill of the contractor. In case the biometric system fails to function for any reason, the workers are required to mark their attendance in the register manually with the time of arrival and departure. **The Biometric attendance device shall be supplied by contractor.**
- c. The Textiles Committee has the right to change the timings without any notice and without any extra payment.

4. Uniforms:

The personnel (both women and men) will wear proper and distinctive uniform with the logo mentioning 'Housekeeping' & name of the Housekeeping firm. All the personnel should sport their nameplate prominently on their uniform. Minimum two sets of the uniform will be supplied by the contractor at his own cost and contractor shall ensure that the personnel on duty at all times are in neat and clean uniform. Any person reporting on duty without uniform will invoke a fine of Rs. 100/- per day per person. Such person will be considered as absent on that day. The amount of fine will be deducted from the monthly bill by firm. Uniform will be checked at the main entrance/ gate.

5. Identity Cards:

The personnel will have photo identity cards issued by the contractor duly countersigned by In-charge, Administration (Housekeeping), Mumbai so that entry is restricted to only legitimate persons to the premises.

6. Conduct:

- a. The personnel employed by the contractor should be courteous and polite in behavior towards the establishment of Textiles Committee.
- b. The personnel will be bound to observe all instructions issued by Textiles Committee authority concerning general discipline and behavior. The agency shall provide training for the personnel in this regard.
- c. Equipment like TV, AC in rooms, etc. should not be used by the contractor or his personnel.
- d. The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
- e. Neither the contractor nor the personnel employed will chew pan/ Gutkha or smoke in the premises of Textiles Committee. The personnel shall not play cards, consume liquor or narcotics or indulge in gossip with any outsider while on duty within the premises of Textiles Committee, Mumbai.

- f. The personnel should leave the campus immediately after completion of their job on the campus. They should not be found on the Campus loitering or otherwise.
- g. If any person's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such person in Textiles Committee, Mumbai
- h. The personnel will abstain from taking part in any staff union and association activities.

7. Theft:

The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of Textile Committee authorities on this will be final and binding on the contractor.

8. Penalty:

- a. The Contractor shall not be paid an amount equal to one day's wages/ payment for each day or part thereof, for unsatisfactory work by an employee engaged by him in addition to a penalty of Rs. 200/- per occasion per area as per decision of the Textiles Committee authority in charge of that area. Non-performance or improper performance of the work will invite this penalty clause.
- b. The Contractor shall not be paid an amount equal to the wages/ day for the personnel not reporting for duty. If the contractor does not make substitute arrangement for more than 2 days of absence of personnel, a penalty equivalent to double the wages per day till the arrangement is made will be deducted from the monthly payment.
- c. The Contractor shall not be paid an amount equal to Rs. 1000/- day for the reason of non availability and/ or non-functioning of machinery/ equipment as listed out at Sr. No. 1.3 of Part- I in Section- V. If the contractor does not make substitute arrangement or does not make the machinery/ equipment function for more than 5 days, a penalty equivalent to Rs. 3000/- per day will be levied and will be deducted from the monthly payment of contractor till the restoration of equipment.

9. Complaint Register:

A complaint register will be kept at the Housekeeping Division or any Suitable place for registering complaints with regard to any aspect of the service provided by the contractor. The Contractor or his Supervisor will see this register every day and take corrective action promptly to settle the complaints within 3 hours.

10. Qualification of Supervisor & Housekeeping personnel:

- a. The qualification criteria for Supervisor is minimum 12th Std./ H.S.C/ equivalent to 10 + 2 from the recognized State Board. Certificate from Private institute will not be accepted. If certificate is found fake or falsely obtained then in such case, the contract is liable to be terminated & performance security deposit will be forfeited.
- b. The housekeeping personnel deployed at Textiles Committee site shall be able to read and write.
- c. The Contractor shall provide necessary training to all its housekeeping personnel & supervisor in the context of bidding condition and requirement.
- d. The contractor shall not engage any person below the age of eighteen years and not more than sixty years.

11. Insurance:

The contractor shall take Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the Textiles Committee from or against all manners of claims and demands, losses, damages and cost (including between Attorney and Client) and expenses that may arise in regard to the same or that the Department may suffer or incur with respect and / or incidental to the same. The contractor shall have to furnish original/ attested copies as required by Textiles Committee. The portions of Insurance taken along with the premium receipts and other papers related thereto, to be submitted to Textiles Committee.

12. Fair Wages:

- a The contractor shall submit the list of his employees engaged by him EVERY MONTH for the purpose of Textiles Committee.
- b The contractor shall pay fair amounts to the workforce engaged by him. Wages slips for every month is to be issued. The contractor shall ensure that the wages are disbursed to the housekeeping personnel by 7th of following month, without fail. Further, the contractor shall ensure that the payments to the housekeeping personnel are made through Cheque/ Online/ RTGS/ NEFT.
- c As per the Payment of Wages Act, 1936, the Contractor has to give an undertaking to the Principal Employer that, he abides by all provisions of Labour Act applicable from time to time.
- d The contractor shall maintain a register of wages. He shall obtain the signature of the housekeeping personnel concerned against the entries relating him on the register of wages and the entries shall be authenticated by the initial of the contractor or by authorized representatives and shall also be duly certified by the authorized representatives and shall also be duly certified by the authorized representative of the principal employer in the following format

“Certified that the amount shown in Col. No.....has been paid to the workmen concerned in my presence on..... (Date) at (Place).”

A certified copy of the wage register should be submitted to the Administration (Housekeeping) Division by 20th of the succeeding month of the wage period.

- e. The contractor shall comply with the provisions made in the relevant Rules, Regulations, Act and Law etc. regarding contract personnel.
- f. A declaration to the effect that, no dues to be paid to Law Enforcement Authorities, like EPF/ ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time.
- g. The contractor should remit EPF/ ESI amount every month as per the rules in force and he has to submit a certificate showing EPF/ ESI Account No., Name of the employee, wages paid, employers & employees' share and total and it should be supported by the copy of the receipted challan.

13. Schedule of Submission of Bills:

The Contractor shall prefer bills for the actual work done, every month and the bills will be paid within 2 weeks thereafter, by transferring the amount as calculated by Textiles Committee, to his account through RTGS/ NEFT or any other mode as decided by Textiles Committee. However, any deterioration in service will not be tolerated on the plea of delay in receipt of payment.

14. Payments:

- a. Payment of bills corresponding to a month will be released only on production of copies of challans as proof of payment of employer's contribution of EPF and ESI dues of employees of the contractor, employed under this contract, to the appropriate authorities, for the previous month. Income Tax at the prescribed rate will be deducted as "TDS" from the wages made.
- b. If for any reason work is done for only a part of the month, payment will be made on prorata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.
- c. The contractor will be required to pay minimum wages to housekeeping personnel deployed as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts and will have to produce the register of wages or the Register of wages cum muster roll of the preceding month along with the bill.
- d. Whenever there is increase in minimum wages or revision of VDA as declared by the State Government, those rates will be paid by the Textiles Committee. Therefore the contractor has also to make payment to the housekeeping personnel accordingly.
- e. Present Basic Wage, VDA, EPF and ESI figures shall be filled up in the relevant columns of the Financial Bid at Annexure- II (Bid Form-2).

15. Deductions:

- a. In case the contractor fails to execute /perform the assigned works or a part thereof, Textiles Committee, Mumbai shall be authorized to make suitable deductions as deemed fit from the bill of the contractor and damages will be charged to the extent of loss. The decision of Secretary, Textiles Committee or of an Officer authorized by him/her will be final on this.
- b. In case of any unsatisfactory service, deduction upto 10% of the amount due during the month will be imposed on the contractor.
- c. In case of late attendance/ absence during working hours/ loitering during working hours by any personnel of the contractor, the Secretary, Textiles Committee, Mumbai reserves the right of reduction of any amount from the bills payable.

16. Information required before deploying personnel:

The Contractor must provide the following information/ documents before employing/ changing personnel for execution of the work in Textiles Committee.

- a. Copy of License granted under sub Contract Labour (R&A) Act, 1970.
- b. Employment card as per Contract Labour (Regulation & Abolition) Central Rules, 1971.
- c. Name, address, age, educational qualification & photograph of the personnel to be deployed.
- d. Certificate about police verification of character and antecedents of all the personnel to be engaged for duty.
- e. A certificate to the effect that the contractor shall be fully responsible for the conduct & behavior of the personnel.
- f. Contractor should provide the name & address & telephone No. of Liaison Officer who will maintain liaison with Textiles Committee authorities for day to day matters.
- g. Declaration/ Undertaking by the Contractor that the wages will be paid to the deployed Housekeeping personnel shall not be less than the Minimum Wages as declared by State authorities from time to time.
- h. Whenever any personnel is changed, information to this effect should be given to the Textiles Committee, Mumbai in advance along with the information and documents as prescribed in sub paras a, b, c, d, e, f and g above.

17. Provision for termination/ Extension:

- i. The contract will remain valid for one year from the date of award of contract unless terminated earlier by the Secretary, Textiles Committee, Mumbai.
- ii. The period of contract can be extended for a further period of six months in one or more spells on the same terms and conditions at the discretion of the Secretary, Textiles Committee, Mumbai.

18. Optional termination by Textiles Committee (other than due default of Contractor):

- i. Textiles Committee may, at any time, cancel and terminate the contract by written notice to the contractor (Seven Days Notice), in which even, the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- ii. In the event of termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, equipments and manpower deployed etc.

19. The Contractor shall maintain various formats necessary for monitoring of the work being executed.

Following is the list of formats recommended

- a. Register for Housekeeping Schedule
- b. Check list for Toilet
- c. Check list for Office Area
- d. Check list for Common Area
- e. Daily Report
- f. Monthly Report

The contractor shall devise these formats in consultation with the Textiles Committee and shall ensure that the filled up formats are maintained and submitted to the Administration (Housekeeping) Division every month before raising the Bill for payment.

20. Compliance with Laws:

- a. The Contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971 before commencement of the work, a copy of which he shall submit to Textiles Committee. He shall continue to have a valid license until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him. The contractor shall maintain all the statutory registers, required under labour laws. The contractor shall also produce these records on demand by Textiles Committee authority. If he fails to do so, his failure will be a breach of the contract and Textiles Committee may at its discretion cancel the contract without prejudice to any other action under the law and contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the acts.
- b. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c. Textiles Committee shall have the right to deduct from the money due to the contractor, any sum required or estimate to be required, for making good the loss suffered by a worker or workers, by reason of non fulfillment of the conditions of the contract of the benefit of the workers, nonpayment

of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.

- d. In the event of any failure in this regard and in the event of any loss/ damages caused directly or indirectly to Textiles Committee, the same will be payable by the contractor along with such penalty as may be decided by Textiles Committee, which shall not be less than 10 percent of the total loss suffered by Textiles Committee.

21. Other Terms

In the event of the contractor failing to:

- (i) observe any of the conditions of the work as set out herein; or
 - (ii) execute the work in good and workmanlike manner and to the satisfaction of the Secretary, Textiles Committee, Mumbai
- a. It shall be lawful for the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai in his discretion in the former event to remove or withhold any part of the work until such times as he may be satisfied that contractor is able to do and will observe the said conditions and in the later event to reject or remove as the case may require any work executed otherwise than in a good and workmanlike manner to the satisfaction of Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai, and in both or either of the events aforesaid to make such arrangements as he may think fit for the reproduction of the work in lieu of that so rejected or removed as aforesaid on account and at the risk of the contractor.
- b. Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai may charge the amount of such excess cost to the contractor and the same may at any time thereafter be deducted from any amount that may become due to the contractor under this or any other contract or from the performance security deposit or may be demanded of him to be paid within seven days to the credit of the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai .
- c. In the event of discovery of any error or defect due to the fault of the contractor, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected, the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai shall have the power to deduct from any payment due to the contractor such sum as he may deem expedient.
- d. In the event of a work being wholly rejected, the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai may at his discretion either:-
- i. Permit the contractor to re do the same within such time as he may specify at contractor's own cost, or
 - ii. Arrange to get the additional work done elsewhere and by any other person or from any other source than the contractor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub **clause (b)** of this clause.
- e. The powers of the Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided as well as forfeiture of Performance Security
- f. Secretary, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai will have the right to terminate the contract at any time due to unsatisfactory work or any other reason.

Section XI. Technical details of site with detail obligation of Bidder/supplier.

Part-III

Area Details

According to the plan, the building consists of three blocks viz. (i) Laboratory and Research Centre (ii) mini-auditorium (iii) Staff Quarters. The available FSI is 1.33 and the area statements are as follows:

1. Plot Area: 54,844 sq. ft.

2. FSI: 1.33

Construction Area

Sl. No.	Components	Built up area (in Sq. ft.)
A.	Basement for services + 90 car park	34963
B.	Office-cum-Laboratory:	
1.	Ground floor	13751
2.	Cafeteria on Ground Floor	1142
3.	1st floor "A Wing"(EP&QA)	5442
4.	1st floor "B Wing" (Lab.)	5442
5.	2nd floor (MR Cell, TQM, Training Room, Library)	10190
6.	3rd floor (Laboratory)	11253
7.	4th floor (Admn. Accounts & Executive)	11502
8.	5th floor (Board Room)	4855
	Sub-Total (B)	63577
C.	Auditorium (200 seated)	9703
D.	Guest House (5th & 6th floors, staircase & lift lobbies)	2457
	TOTAL (A + B + C + D)	110700

Sl. No.	Component	Built up area (in sq. ft.)
	Common Area:	
1.	Driveway	18099
2.	Compound wall	6795
3.	Plaza	7127
4.	Grand Staircase	2522
5.	Podium	4749
6.	Stilt	3996
7.	Atrium (Height 22.80 mtr.)	464
8.	Orchid wall	509
9.	Landscape areas	3881
	Total common area	48143

Toilets:

Sl. No.	Description	Ladies	Gents	Total
A.	Office Building			
1.	1st Floor	1	1	2
2.	2nd Floor	1	1	2
3.	3rd Floor	1	1	2
4.	4th Floor	2	5	7
5.	5th Floor	1	1	2
6.	Guest House, Cafeteria, Auditorium	9		9

BID FORM- 1- TECHNICAL BID

Sub: Bid document for Providing Housekeeping services to the estate of the Textiles Committee, Mumbai for the period of 1 year.

Tender form cum Check List

1	a)Name of Bidder/ Firm/ Company	
2	b) Permanent Office Address of the Bidder/ Firm/ Company	
3	c) Name of the Authorized Contact Person with landline/ Mobile No. & e-mail ID	
4	d) Nature of the Bidder/Firm/Company (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization) <i>Certificate of incorporation in case of Company, Registration of Firm/ Partnership deed in case of partnership firm, Registration Certificate or any other Registration document in case of proprietor is to be submitted.</i>	Copies Uploaded/ Not uploaded
5	Earnest Money Deposit Particulars Amount: Rs. 120000/- Name of Bank/Branch: <i>(Scanned copy of receipt to be uploaded and original to be sent by Post)</i> If the firm is exempted from furnishing EMD, then scanned copy of valid document/certificate.	Copies Uploaded/not uploaded
6	Registration particulars: a) GST b) PAN c) E.S.I. d) E.P.F. e) Any other (Please specify)	Copies Uploaded/not uploaded
7	Copies of Income Tax Returns for latest 3 consecutive financial years.	Copies Uploaded/ Not Uploaded
8	Copies of Audited Balance sheets with profit and loss statement for latest 3 consecutive financial years .	Copies Uploaded/ Not Uploaded
9	Copy of valid registration certificate and current Labour license, if any under Labour Act as amended from time to time	
10	Tender Form (techno-commercial unpriced bid) as per format in Section IX –Bidding Forms in the bid document.	Uploaded/ Not Uploaded

11	Bidder Information form as per format in Section IX –Bidding Forms in the bid document.	Uploaded/ Not Uploaded
12	Letter of Acceptance as per the format in Section X- Contract Forms of the bid document	
13	Certificate or other documentary evidence of experience for carrying out this work in at least one Govt. Institution/ PSU.	Copies Uploaded/ Not Uploaded
14	The applicant Company should be at least three years old & serving/ attending this type of work, documentary evidence.	Uploaded/ Not Uploaded
15	List of major customers, their addresses and period of contract	Uploaded/ Not Uploaded
16	Any other information important in the opinion of the Bidder (state the list)	Copies Uploaded/ Not Uploaded

Important:

Original DD/ Pay Order in respect of Item No. 5 should be sent to this office (on or before date of opening of Technical Bid) without fail.

Date:

(Signature of Bidder with stamp of the Company)

Financial Bid (Bid Form-2)

(To be submitted in prescribed format only and no change/ addition or deletion of column should be effected in the format, any changes made by bidder, shall reject their bid)

Sub: Bid for providing Housekeeping Services at estates of Textiles Committee, Mumbai-400 025.

Bid inviting Authority : Secretary, Textiles Committee, Mumbai
 Name of Work : House Keeping Services at Textiles Committee, Mumbai
 Contract No :
 Bidder Name :

PRICE SCHEDULE FOR ONE MONTH											
This template shall not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this Bid. Bidders are allowed to enter the bidder Name and Values only.											
Sl. No.	Nature of employees	Qty	Units	Basic wages per person per month in Rs.	Variable Dearness allowances per person per month in Rs.	% & amount of EPF (Employer contribution) per person of basic wages per month in Rs.	% & amount of ESI (Employer contribution) per person of basic wages per month in Rs.	Firm's Service charges per person per month in Rs.	GST, if payable per person per month in Rs.	Total amount per person per month in Rs. (total of col. 5 to 10)	Total Amount for the total quantity per month in Rs. (col. 3 X 11)
1	2	3	4	5	6	7	8	9	10	11	12
1.0	Housekeeping person (unskilled)	15	1								
2.0	Housekeeping Supervisor	1	1								
3.0	Total (of col. 12) in Rs.										
4.0	Fixed Housekeeping Material Charges per month including GST (will be paid by Textiles Committee on submission of actual bill)										10000.00
5.0	Grand Total in figure in Rs.										
Grand Total in words in Rupees (Including GST)											

Bidder shall refer complete Section XI. Technical details of site with detail obligation of Bidder/supplier and comply with the all terms & conditions of the Bid document.