INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH GOREGAON (EAST), MUMBAI

TENDER DOCUMENT FOR

Annual Contract of Providing Housekeeping Services, Facilitators at GH and Gym trainer service at IGIDR

NIT No: IGIDR/Tender/2023/ED/12 Date: 15.05.2023

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065. Telephone: 022 6909 6200 / 9892910366. Fax: 022 6909 6399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Tender

"NAME OF THE WORK: Annual Contract of Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065."

1. Institute invites sealed bids from reputed & qualified contractors for the following work:

Name of work	Estimated Cost (INR)	EMD (INR)	Period of Contract
(1)	(2)	(3)	(4)
Annual Contract of Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services	1,14,00,000/-	2,28,000/-	01/08/2023 to 31/07/2024

- 2. The tenders in two bid systems are invited for the work mentioned above. IGIDR reserves its right to award the work to the successful bidder.
- 3. Bidder has to submit Earnest Money Deposit **Rs. 2, 28,000/-** (Rupees Two Lakh Twenty Eight Thousand only) along with the bid.
- 4. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in: "Email-1: EMD and Pre-qualification/Technical Bid" and "Email-2: Financial bid". The subject of the email should be mentioned as "Email-1: EMD and Pre-qualification/Technical Bid for "Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" and "Email-2: "Financial Bid for Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" respectively. All the bid documents should be attached as a PDF or zip file, and the financial bid file should be protected with a password.
- 5. The last date of submission of the Tender bid shall be up to 03:00 PM on 05th June 2023.
- 6. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

REGISTRAR

SECTION-A*

LETTER OF OFFER

Date

To, The Registrar, Indira Gandhi Institute of Development& Research, Gen. A.K. Vaidya Marg, Film city Road, Goregaon (East), Mumbai 400065.

Subject: Tender for Tender for Annual Contract of Providing Housekeeping Services, Facilitators at GH and Gym Trainer Service at IGIDR, MUMBAI. Reference: NIT No. IGIDR/Tender/2023/ED/12 Date: 15.05.2023

Dear Sir,

With respect to your above mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited Rs. 2, 28, 000.00 through NEFT/DD/FDR/BG as an earnest money or MSME certificate for EMD exemption to the IGIDR, which will not bear any interest.

Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & company seal of bidder

*To be submitted on company letterhead with sign and stamp on it.

SECTION - 'B'

GENERAL INSTRUCTIONS TO BIDDERS

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

- Bidder has to submit Earnest Money Deposit of Rs. 2, 28,000/- (Rupees Two Lakh Twenty Eight thousand only) through NEFT/DD/FDR/BG to "INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI" Account no. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with a screenshot of the transaction should be included in the part of the tender document towards Earnest money.
- 2. The bidders registered under MSE are exempted from submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
- 3. The tender bids in two bid systems are invited through two separate Emails to tender@igidr.ac.in: "Email-1: EMD and Pre-qualification/Technical Bid" and "Email-2: Financial bid". The subject of the email should be mentioned as "Email-1: EMD and Pre-qualification/Technical Bid for Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" and "Email-2: Financial Bid for Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" respectively. All the bid documents should be attached as a PDF or zip file.
- 4. All the required documents should be scanned and merged into a single PDF file or zipped into a single file and attached to the respective Emails. The Financial bid should be attached as a PDF document protected with a password, and the password will be shared during the financial bid opening through an online meeting. The bidder should keep their password secure and be required to give only when asked for a financial bid opening in an online meeting. If a bidder cannot attach a single bid file to an email, they can split their bid and submit it in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.
- 5. The bids will be received up to 03:00 PM on 05.06.2023. Each copy of the tender document is under their stamp and signature. Under any circumstances, no tender will be accepted after 03:00 PM on 05.06.2023.
- 6. The Email bid with the subject "EMD & Pre-qualification/Technical Bid for Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" shall be opened by the tender opening committee on the next day 06.06.2023, at 11:30 AM through an online meeting platform. The link to the meeting will be shared with participating bidders. In case the

government declares a holiday on the day of opening the bids, the bids will be opened on the next working day at the same time.

- 7. The Email bid with the subject "Financial bid for Annual Service Contract for Providing Housekeeping Services, Facilitators at Guest House & Gym Trainer Services at IGIDR" of only qualified bidders will be opened. The Institute shall inform the date of financial bid opening and link for online meeting to the qualified bidders. The bidders should provide the password of the financial bid PDF file during the opening of the financial bid. If the bidder can NOT give a password for the financial bid at the opening, then their bid shall be rejected.
- **8.** The tender bid shall remain valid for acceptance by the Institute for Three months from the date of opening of the bid, which may be extended by mutual agreement. The bidder shall not cancel or withdraw the tender during this period.
- **9.** The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender document made by the bidder shall not be valid and be treated as null and void.
- **10.** The Tender form must be filled out in English. If any documents are missing or unsigned, the tender may be considered invalid by the Institute at its discretion.
- 11. Rates should be quoted both in figures and in words in the columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice, especially on any change in rate specifications after the opening of the tender, will be entertained.
- 12. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc., as laid down. Any Tender with any of the documents not so signed will be rejected.
- 13. A tender that EMD does not accompany will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for executing and fulfilling the contract. No interest shall be paid on this deposit. The successful bidder's Earnest Money Deposit (EMD) may be converted into a Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the contract conditions. No interest will be paid on Security Deposits withheld by the Institute.

- 14. The Institute does not bind itself to accept the lowest bid and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- **15.** Institute reserves the right to subdivide the work mentioned in the tender among two or more bidders at its discretion. The successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and omit any work item after the order is placed. The successful bidder shall execute the same without claiming anything extra. In this context, the rates quoted for each item must be self-supporting and relevant.
- 16. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful bidder shall be bound to sign the formal agreement. Within seven days, the successful bidder shall sign a contract and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the contractor so, whether a such formal agreement is or is not subsequently executed. The successful bidder shall bear the cost of necessary Stamp paper for execution of the agreement.
- 17. No bidder will be allowed to withdraw after submission of the tender; otherwise, the EMD submitted by the bidder would stand forfeited. If the successful bidder declines the offer of contract (or refuses to acknowledge or execute the contract within 15 days of award of order), for whatever reasons, their EMD will be forfeited.
- **18.** The rates quoted in the bid shall include all charges like materials/chemicals rates, manpower salary and statutory benefits as per minimum wages act, applicable GST, Management overhead/profit, transportation, loading, and unloading, any other tax and duty, or other levies, whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty, or levies, whether existing or future, shall be entertained by the Institute.
- 19. The intending bidder can obtain any clarifications regarding the tender document, technical scope, etc., if any, by contacting Mr. Amit Gaikwad (Estate Officer) by email at <u>amitg@igidr.ac.in</u> or Telephone- 022 6909 6507 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon (E), Mumbai-400 065 on any Institute`s working day (Monday to Friday).

I/We hereby declare that I/we have read and understood the above instructions, and the same will remain binding upon me/us.

Signature of Bidder with seal

Place: Date:

SECTION-'C'

SPECIAL CONDITIONS

- 1. The workmen will not be allowed to stay within the premises.
- 2. Permission required from the local bodies, if any shall be obtained by the successful bidder at his cost.
- 3. The Successful Bidder shall offer employment to the existing workers (hereinafter referred to as "the existing Workers") currently carrying out the housekeeping work as contemplated by the present contractor. If the said workers accept the offer for employment, the Successful Bidder shall absorb the said workers into their organization and deploy them for the purposes of the present tender. All obligations towards their employment shall be borne by the Successful Bidder. A list of the workers will be shared with the successful bidder.
- 4. The successful bidder shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this tender and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
- 5. The contractor shall absorb the existing workers from the current contractor on his roll after following due compliance, procedures and rules if the workers accept the offer.
- 6. The successful bidder shall decide the mode and manner of work to be done by his workmen.
- 7. The successful bidder shall comply with the Labour acts or any other Labour Laws and Minimum Wages Act in force from time to time for all of the workers employed by him.
- 8. The contractor shall before commencing work prepare a detailed work program/roster which shall be approved by the Institute.
- 9. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the successful bidder, the successful bidder is bound to indemnify the Institute. The successful bidder shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
- 10. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.

- 11. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers' engaged is 50 or more.
- 12. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Institute.
- 13. The successful bidder has to lineup the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same.
- 14. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the **07th day** of every month. The successful bidder should attach copy of the bank statement for salary transfer to his labours/staff, copy of ESIC challan, PF challan, ECR statement, Payment receipts, GST challan, GSTR-1 screenshot etc. to be furnished along with the next month's bill.
- 15. The successful bidder should release the salary to the staff before 7th day of each month irrespective of receipt of their bill payment from the institute, if he fails to do so repeatedly their contract may be terminated by giving notice as per **'Termination clause No. 9 in section-D of the tender'.**
- 16. In the financial bid form if any bidder quotes the Management charges/Overhead-profit (D) below 1% then the bid shall be treated as NIL and will be rejected.
- 17. The contractor should submit the following documents within 7 days of issuance of work order.
 - a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization. This policy will be additional to the ESIC and the amount paid towards the Workmen Compensation Policy would be reimbursed by the Institute after submission of Policy document and payment receipt.
 - b. Contract agreement of Rs.500/- stamp paper duly notarized (Draft enclosed along with Tender).
 - c. Police verification and medical of the personnel/ labors to be engaged and deployed on site.
 - d. Documents of labor engaged mentioning their bio-data and Xerox of Aadhar & Pan Card along with One Photograph etc.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Date:

Signature of Bidder with seal

SECTION 'D' TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

- 1. The successful bidder shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
- 2. The successful bidder shall carry out all the work strictly in accordance with scope of work and as per detailed instructions of the Institute.
- 3. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
- 4. The work has to be carried out with least inconvenience to the staff.
- 5. In all matters of dispute arising on the work, the matter shall be referred to **Registrar Indira Gandhi Institute of Development Research, Goregaon** for a decision.
- 6. Arbitration Clause: In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitrat tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

7. Insurance Clause:

The successful bidder shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

8. Payment Terms:

Payment shall be made to the contractor after successful completion of month within 7 days of submission of certified invoice along with supporting documents.

- 9. Tenure of Contract Period: Initially the contract period shall be one year w.e.f. 1st August 2023 to 31st July 2024 however it can be extended for further period of two years based of review of performance of contractor on yearly basis if performance found satisfactory on same rates (Except revision of DA as declared under minimum wage act), terms & conditions.
- 10. Performance Security Deposit: The successful bidder will have to deposit a Performance Security Deposit of 5% of the total value of contract amount for one year, within 15 days of the receipt of the formal work order. The performance security will be furnished in the form of an account payee Demand Draft or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Indira Gandhi Institute of Development Research, Mumbai" payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated pre-maturely.
- 11. Any damage cause to any of Institute's properties shall be made good by the successful bidder at their own cost.

12. Termination Clause:

12.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.

12.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 12.5 hereunder.

12.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.

12.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.

12.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

12.6. On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature of bidder with seal

Date:

SECTION-'E'

PRE-QUALIFICATION CRITERIA

• Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:

- a) Copy of Registration of Firm in Shop & Establishment or Certificate of Incorporation of company.
- b) Copy of Registration of Provident fund.
- c) Copy of Registration of ESIC.
- d) Copy of Registration of Goods & Service Tax (GST) and PAN
- e) Copy of valid Registration of Labour License for engagement of minimum 50 Nos. labour if applicable.
- f) The bidder should have an average annual turnover of INR 120.00 Lakh for providing housekeeping services only in the last three financial years. The bidder should submit the audited balance sheets and P & L account statements of the last 3 financial years (i.e. FY2019-20, FY2020-21, and FY2021-22) with positive net worth or CA certificate for turnover amount for the above last three financial years. Submit the turnover certificate from CA for FY 2022-23.
- g) The bidder should have successfully completed/executed the housekeeping service contracts with any organization during last 07 years ending last month of date of publication of tender either of the following
 - i) At least 01 similar work of costing not less than Rupees 91.20 Lakh in one organization or
 - ii) At least 02 similar works of costing not less than **Rupees 57.00 Lakh** in any two different organizations or
 - iii) At least 03 similar works of costing not less than **Rupees 45.60 Lakh** in any three different organizations

(Bidder should submit the copy of Work orders/completion certificates/Agreements and respective completion certificates).

- h) Bidder should submit the copy of one single completed work order for the annual contract housekeeping services for costing of one year period not less than Rupees 50.00 Lakh in Government, Semi-Government or Public undertaking organization (PSU).
- i) The bidder should submit copy of valid **Bank solvency certificate** for amount **Rs. 47.45 Lakh** issued by Nationalized/Schedule bank within the last one year.
- j) List of at least three clients along with name & contact number of representatives.
- k) Copy of certificate of appreciation if any.

- Either the Registered Office or one of the Branch Offices of the bidder should be located in the territory region of MMRDA. The bidder should submit the copy of registration as proof of office address.
- a) The bidder should not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (Submit Undertaking As per Annexure-A).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (Envelope-2) duly stamped and signed by the authorized person of the agency.

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or MOA or Affidavit (in case of firm)	

• Information to be furnished by the bidder:

7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets & profit &	FY 2019-20
	Loss account statements)	FY 2020-21
		FY 2021-22
8	Bank Account Details	A/C No.
		Bank Name:
		IFSC:

Place:

Signature of bidder with seal

Date:

<u>SECTION-'F'</u> SCOPE OF WORK

A. Providing Housekeeping Services in Office Areas (Part-A)

1. Schedule of Manpower Deputation:

Housekeeping Supervisor – 01 No.
Plumber – 01 No. (Qualified)
Carpenter – 01 No. (Qualified)
Housekeepers (Male & Female) – 17 Nos. as per below scheduleWashrooms – 02, Library-03, Office block, vacant flats & swimming pool- 04, Campus roads03, Canteen, Seminar, Auditorium & Mural door-05 Nos.

2. Scope of Work: Housekeeping Services at Office Areas:

- 2.1. The Contractor shall carry out cleaning and housekeeping works as specified by the Institute from time to time, particularly in the office buildings in the campus of the Institute (i.e. office complex, Recreation Centre, Barrier Free Pathways, RB-I, RB-II, RB-III, auditorium, seminar rooms, conference room etc.) as also areas including the roads, red plaza, car park areas, recreation club, tennis court, gymnasium, swimming pool and any other places as decided by the Institute from time to time.
- 2.2. The Contractor shall carry out the cleaning works periodically, as per the details given below:I) Daily
 - Sweeping and wet mopping of reception area, general office areas, staircases, corridors, cabins etc.
 - Clearing and cleaning of waste paper baskets and ashtrays.
 - Dusting of tables, chairs, side tables, cupboards and other office furniture.
 - Dusting of partitions, partition glasses, doors, walls, windows, etc.
 - Dusting of Venetian blinds.
 - Dusting of Telephone Instruments.
 - Cleaning of main entrance door and glass paneling in reception area.
 - Dusting of pedestal and table fans.

- Cleaning of WCs, Wash Basins, Urinals, mirrors, etc. in all the washrooms for 3-4 times a day.
- Scrubbing and cleaning of all the toilet flooring.
- Mopping of all the toilet floors with a deodorant disinfectant and cleaning of wash basins at regular intervals through-out the day.
- Collection of all garbage, including those from occupied residential flats and disposes them in the BMC dustbin.
- Cleaning work at Director's Bungalow.
- Sweeping and wet mopping at all floors of Library.
- Shifting furniture, filing cabinets, cupboards, luggage's, boxes/cartons, etc. as and when required.
- Cleaning of the lift Car

II) Weekly

- Sweeping and wet mopping of staircase in the residential buildings.
- Cleaning of window glasses from inside and outside.
- Dusting of ceilings and removing of cobwebs.
- Dusting of wooden skirting at false ceiling level.
- Cleaning of car parking and surrounding areas and roads leading to Institute & residential buildings.
- Dusting of library books and racks.

III) Fortnightly

- Cleaning of Venetian blind blades with a wet cloth.
- Dusting and cleaning of air condition grills.
- Cleaning of wall paper on cabin partitions with a liquid cleaner.
- Scrubbing and cleaning of marble mosaic flooring in all the office areas with a detergent.
- Dusting and cleaning of light domes in corridors and common areas.
- IV) Monthly
 - Cleaning of all vacant flats in Residential buildings.
 - Cleaning of building terraces.
- IV) Quarterly
 - Cleaning of Domes in the entire campus.
- V) Half Yearly

- Cleaning of main water tanks and overhead water tanks (syntax) in all the buildings in the campus.

2.3 The Contractor shall be assigned any other work related to housekeeping activities as per the needs of the Institute, from time to time, which shall be carried out by the Contractor satisfactorily.

2.4 The Contractor shall carry out the work as per the instructions issued by the Institute authorities from time to time and submit work schedule for their approval.

2.5 The plumber and carpenter should take care of routine & day to day maintenance works in all over the campus.

2.6 After careful and detailed perusal of the scope of work stipulated above, the Contractor has estimated and agreed to carry out scope of work in the Campus of Institute by deploying from its workers team minimum of workers as required to carry out the housekeeping work on the Campus of the Institute on a full time basis for six days a week. In case any additional work is required and or the scope of work is reduced, the Contractor and the Institute will jointly review the changed work, the number of workmen required for its due execution, i.e. decrease or increase the workforce of his job.

B. <u>Providing Housekeeping Services in New Hostel and Guest House Areas</u> (Part-B)

B.1 Housekeeping Service at New Hostel Block:

• Schedule of Manpower Deputation:

Housekeeping Supervisor – 01 No.

Housekeepers (Male & Female) – 5 Nos. as per schedule in general shift.

- Scope of Work: Housekeeping services at New Hostel Block
- Daily Basis:
- 1. Sweeping and wet mopping of floors, staircases, corridors, balconies, reception area and lobby areas.
- 2. Garbage collection and disposal.
- 3. Cleaning of washrooms in the common area (II Floor).
- 4. Cleaning of security room at the gate and gate area.

- 5. Cleaning of water fountains.
- 6. Cleaning of hand railings of all floors and staircases.
- 7. Compound area cleaning with hard broom and garbage collection.
- 8. Cleaning of entrance door and bridge in front of Guest House.

Twice a week:

- 1. Cleaning of lift.
- 2. Cleaning of steel benches in the compound area.
- 3. Cleaning of ceiling and cob-webs (corridors).
- 4. Cleaning of dado tiles near the lift.
- 5. Cleaning of all windows near the lift and on the Ground Floor.

Weekly Basis:

- 1. Cleaning the surrounding areas of the Hostel Building.
- 2. Cleaning of the area near the STP (recycle) plant.
- 3. Cleaning of electric panel room and pump room.

Fortnightly Basis:

- 1. Total cleaning of Hostel rooms which includes sweeping and mopping, bathroom cleaning, mirror, fans, furniture, electrical fittings, window frames and nets, doors, removal of cob-web, etc. and Common rooms on the II Floor.
- 2. Cleaning of duct- doors on all the floors.
- 3. Glass glazing cleaning in common sit-out areas.

Monthly Basis:

- 1. Cleaning of Hostel terrace.
- 2. Cleaning with duster of the Solar Heater panel.
- 3. Terrace of pump house and security cabin.
- 4. Cleaning of lift panel room.
 - Shifting of furniture as and when required within the hostel.
 - Removal of stains on floors and tiles.
 - Periodical Moss cleaning surrounding area.

B.2 Housekeeping Service at Guest House:

• Schedule of Manpower Deputation:

GH Attendants: 03 Nos. in 8 hours shift each round the clock

Housekeepers: 08 Nos. housekeepers (Male-01 & Female-07) in general shift.

• Scope of Work: Housekeeping Services at Guest House

- The Contractor shall regularly carry out the cleaning works particularly as under:

- (a) Sweeping and wet mopping of staircases, corridors, reception area, floors, rooms, balconies, washrooms etc.
- (b) Cleaning of ceiling.
- (c) Cleaning and dusting of window glasses, ventilators, electrical fittings, domes, furniture's, fans, tube lights, etc.; arranging for repair/replacement of unusable/ damaged electrical items, water taps, flush tanks, etc.
- (d) Disposal of garbage, cleaning of waste-baskets, ash-trays, etc.
- (e) Wiping of telephones, tables, chairs, cupboards, beds, etc.
- (f) Cleaning of WCs, wash basins, bathrooms, etc. in the guest house rooms and common areas.
- (g) Changing bed sheets, towels, pillow covers etc. and keeping proper record of those items; providing drinking water to the guests in the rooms; ensure safety of the belongings of the guests residing in the rooms.
- (h) Cleaning of sanitary-wares, removing cob-webs, removing stains from oil painted walls, doors etc.
- (i) Cleaning of glazed tiles, marble, mirror, chromium plated fittings.
- (j) Cleaning of surrounding areas of the building.
- (k) Shifting furniture items, etc.; carrying luggage's of guests.

C. Providing Facilitators at Guest House (Part-C)

• Schedule of Manpower Deputation:

Nos. of Facilitators: 04 for Guest House and Hostel in 8 hours shift each round the clock.

Age: 25 to 35 years.

Qualification- Graduate with Computer Knowledge

Experience-Minimum 3-5 years in Facility Management area.

- Scope & Nature of work for Facilitators in Guest House and New Hostel:
- 1. Attend the reception area, answer phone calls and reply appropriately.

- 2. Take care of Property / Safety of people.
- 3. Front Office Management.
- 4. Coordination with working staff / departments.
- 5. Maintaining Registers (incoming and outgoing guests/students, etc.).
- 6. To carry out the Guest house check in & check out procedures.
- 7. Keys Management.
- 8. Check and report the cases of any abnormality like electricity, noise, smoke, leakages, etc.
- 9. Good oral and written communication skills.
- 10. Follow the rules set by the Institute for Guest House / Hostel.
- 11. Handling Medical Emergency.
- 12. Laundry management & to maintain the Inventory.
- 13. Any other job assigned by the authority of the Institute pertaining to work area.

D. Providing services of Gym Trainer (Part-D)

• Schedule of Manpower Deputation:

No. of Gym Trainer: 01 No. (Qualified, certified and having at least 05 years' experience)

- Scope & Nature of work for Gym Trainer at Gymnasium:
 - 1. The gym trainer should be present in the gymnasium during the working hours of the Institute.
 - 2. He should guide and train the gymnasium members to use the various gym equipment's.
 - 3. Inspection of Gym equipment's and gets it serviced from AMC contractor.

Note:

- **1.** The contractor shall absorb the existing workers from the current contractor on his roll after following due compliance, procedures and rules if the workers accept the offer.
- 2. The price bid includes rates for providing 2 sets of uniforms-Shirt & Pant, Saree/Apron, and shoes every year.
- **3.** The contractor should provide Raincoat-set of shirt & pant (Duck Back-Double layer) and Rain shoes to staff once in every two years.

Materials and Articles:

- 1. The Institute shall provide all necessary materials, items and articles required for maintaining and cleaning the residential premises in the campus and for satisfactory performance of obligations by the Contractor.
- In the event of Contractor purchasing any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the Contractor on production of necessary bill and satisfactory certification of the material received.
- 3. The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.
- 4. In respect of raw materials, the Contractor shall maintain proper register and give account of the raw materials consumed by and the balance returned to the Institute.

Date:

Signature of bidder with seal

<u>SECTION-'G'</u> ARTICLES OF AGREEMENT

AGREEMENT FOR UPKEEP/CLEANING MAINTENANCE

THIS AGREEMENT ("Agreement") is made at Mumbai on this

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by Reserve Bank of India and registered under Societies Registration Act, 1860 and having its office at Gen A. K. Vaidya Marg, Goregaon (East), Mumbai – 400 065, hereinafter referred to as "the Institute" (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

M/S..... a Proprietorship concern of Mr. and having its address at, hereinafter referred to as "the Contractor", (which expression shall, unless repugnant to the context or meaning thereof, include heirs, administrators and executors) of the Other Part.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Scope of Work:

As mentioned in the "Section-F" of the Tender Document.

2. Payment Terms:

- 2.1. The Institute shall pay to the Contractor an aggregate sum of Rs. per month to the Contractor for the services to be rendered by the Contractor under this Agreement. The Amount is inclusive of GST.
- 2.2 The Contractor shall raise a detailed original invoice on the Institute after the successful completion of the month and the Institute shall release the payment within 7 days of receipt of the duly completed Invoice. The Institute shall make applicable deductions or withholdings of taxes as prescribed under Income Tax Act 1961 or other applicable laws out of the payments to the Contractors. TDS certificate shall be issued on a quarterly basis.
- 2.3. The compensation amount is inclusive of Management Fees and employer's contribution towards PF, ESIC as per the relevant Acts, cost of Uniforms (2 sets every year), Rainwear (Shirt & pant of Duck Back) and Rain shoes (once in every 2 years) etc. The terms and conditions would be according to the Tender as accepted and signed by you.
- 2.4 The contractor shall transfer salary to the employee in their respective bank account and ensures that the employee/worker should be holding the saving bank account and the same should be recorded. He should attach ESIC, EPF Challan, Service Tax Challan and previous month's bank statement, indicating payment made to the labourers, with the bill. Also certificate showing details such as Name of employee, Bank Account No., ESIC No, PF No., Amount of salary paid, Amount of employee and employer contribution towards PF & ESIC. The Contractor shall maintain records of all such payments made by him and produce the same to the Institute on demand. The contractor may take out necessary cover for workmen compensation policy at his cost, the premium amount of which will be reimbursed to the contractor as per the norms followed and provide the necessary proof to Institute.
- 3. Materials and Articles etc.
- 3.1. The Employer shall provide all necessary materials, items and articles required for maintaining and cleaning the premises and for satisfactory performance of obligations by the Contractor.
- 3.2. In the event of Contractor purchasing any materials and/or items with the sanction of the Institute, the amount shall be reimbursed by the Institute to the Contractor on production of necessary bill and satisfactory certification of the material received.

- 3.3. The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.
- 3.4. In respect of raw materials, the Contractor shall maintain proper register and give account of the raw materials consumed by and the balance is to be returned to the Institute.
- 3.5. In the event, raw material has not been fully consumed, the balance account of the same is to be given to the Institute and in default the Institute is to be reimburse the payment of the same.
- 3.6. Similarly, any damage or loss caused to the equipment entrusted to the Contractor, the Contractor shall reimburse the payment of the same to the Institute.
- 4. Rights and Obligations of the Contractor
- 4.1. The Contractor shall be responsible to receive material from the Institute and maintain proper inventory of the stock.
- 4.2 The Contractor shall ensure that all of the removed materials for the general and routine maintenance shall be brought to the office for accountability.
- 4.3 The Contractor shall maintain a separate register showing all the equipments used and electrical items consumed in the course of the work that is supplied by the Institute.
- 4.4 The Contractor shall ensure that equipment and material is not left around the university and has been stored in the concerned department at the end of every working day. Any cost in the repairing the damage to the equipment or items made available by the Institute caused by the Contractor's workmen either by negligence or improper storage shall be recovered from the Contractors Invoice.
- 4.5 The Contractor shall maintain a proper documentation/register for daily activities at the Institute.
- 4.6 To perform the job as per the assignment, details of which are given in this Agreement.
- 4.7 To receive the payment from the Institute for performance of the job.
- 4.8. The Contractor shall employ adequate number of persons as agreed to by the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them. He will review his work as to the number of workmen required from time to time, i.e. decrease or increase the workforce of his job.
- 4.9. The Contractor shall decide the mode and manner of work to be done by his workmen.

- 4.10. The Contractor also will decide and take disciplinary action against the workmen if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the Labour law. He shall also decide about the retrenchment etc.
- 4.11. The Contractor shall pay wages to his workmen on or before 7th day of every month.
- 4.12 It is specifically agreed that neither Contractor nor any of the workmen engaged by the Contractor, shall at any time claim any benefit of employment, lien on employment or permanency of employment within the Institute, by virtue of having worked as contractor and his workmen having worked as his contract workmen as per this agreement.
- 4.13 The Contractor shall ensure that the employment of workers by the Contractor either by contract labour or otherwise shall be in accordance with the provisions of the relevant labor laws, and the contractor shall discharge responsibilities as the employer as provided in the said labor laws. In particular but not limited to, the Contractor shall pay to the contract workmen, wages not below the minimum wages as announced by the appropriate Government as may be applicable to the difference categories of workmen engaged by the contractor. The Contractor shall also be responsible for granting the workmen the statutory benefits as applicable to them under the provisions of the relevant labor laws including but not limited to provident funds, gratuity, maternity leave etc.
- 4.14. The Contractor shall furnish to the Institute, upon the termination of this Agreement, a copy of the records maintained by the Contractor in respect of the payment of salary and statutory dues of the workmen employed for the purpose of fulfilling the scope of work under this Agreement shall be furnished to the Institute upon the termination of this Agreement along with a certificate from the Contractor that the copies furnished at true and complete.
- 4.15 In case any of the workmen engaged by the Contractor, meets with fatal accident or injury arising out of or in the course of their employment, then the Contractor shall be responsible for the payment of compensation as may be determined under the provisions of appropriate law.
- 4.16. The Contractor shall furnish the details, in writing, of workers the Contractor proposes to deploy under this Agreement, including details of names, age, residential addresses, qualifications, specimen signature or thumb impression and photographs. The workers deployed by the Contractor shall be periodically examined by the Doctor, designated by the Institute, at the Contractor's cost. The Contractors shall ensure the good character and behavior of the workers deployed by him.

- 4.17. The Contractor shall provide uniforms (2 sets every year), Rainwear & Rain shoes (Once in two years) at his cost, as specified by the Institute and shall ensure discipline is being maintained by the workers/employees deployed by him.
- 4.18. The Contractor shall be responsible for damage or loss to the Institute caused due to the negligence of the workmen employed by him and shall compensate or reimburse the Institute adequately for such loss which shall be assessed and determined by the Institute.
- 4.19. The Contractor shall submit the bills to the Institute along with the documents of performance of work as per the contract and shall be paid on the basis of those documents.
- 4.20. The Contractor shall not disclose to any one regarding the information, formulae of the Institute adversely affecting the interest of the Institute.
- 4.21. The Contractor shall, at the expiry or the termination of this Agreement after completion of terms of extension, if any, hand over the vacant possession of the Premises to the Institute.
- 5. Rights and Obligations of the Institute
- 5.1. To provide the Contractor articles agreed to provide as mentioned in this Agreement and any equipment requested for after consideration of the request.
- 5.2. To make payment to the Contractor as provided in this Agreement.
- 5.3 The Institute shall ensure that there is a storage area assigned for the Contractor to safely store materials and equipment's.
- 5.4. The Institute shall be at a liberty to forbid the employment of any person whom it may consider undesirable. The workers engaged by the Contractor shall be under the general discipline of the authority and shall conform to such directions as may be issued by the Institute in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.
- 5.5 To deduct the amount from the bills of the Contractor proportionately to the defective job/work/performance.
- 5.6. The Institute shall have the right to inspect all of the records pertaining to the payments made to workmen employed for the purposes of this Agreement and towards compliance of the relevant labor laws as and when they desire. The Institute shall also have the right to inspect the said records after the term of this Agreement for any reason whatsoever and the Contractor shall not deny the same.

- 5.7 The Institute shall reimburse the Contractor for all payments made to his employees towards Gratuity, Leave encashment, leave salary and bonus upon production of proof of such payments. All proof of such payments shall be submitted along with the detailed invoice as per clause 2 "Payment Terms.
- 6. Term
- 6.1. This Agreement will be valid for a period of one year from to unless terminated as set out in this Agreement at Clause 8 (Termination).
- 7. Indemnity
- 7.1 The Contractor agrees to keep the Institute indemnified against direct losses, damages, costs, expenses, penalties, payments and liability whatsoever including reasonable legal fees which the Institute may suffer or incur directly as a result of rendering the Services to the Institute under this Agreement.
- 7.2 The Contractor shall keep the Institute indemnified in case any action is taken against the Institute by any authorities on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Institute is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Institute shall have the right to deduct any money due to the Contractor. The Institute shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Institute.

8. TERMINATION

- 8.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the contractor.
- 8.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 8.5 hereunder.

- 8.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 8.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 8.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.
- 8.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

9. WAIVER

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

10. ASSIGNMENT

The Contractor shall not assign or otherwise deal with all or any of his rights and obligations under this Agreement without the prior written consent of the Institute.

11. SEVERABILITY

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

12. AMENDMENT

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

13. DISPUTE RESOLUTION

- 13.1 In the event of any dispute as to the subject matter of the present Agreement arises, the parties hereto shall submit to mediation before the Registrar of the Institute. IN the event either party is dissatisfied with the decision of the Registrar, the dispute shall be resolved in accordance with clause 13.2 below.
- 13.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by the Institute. The place of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and the Institute.

14. GOVERNING LAW AND JURISDICTION

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

15. STAMP DUTY

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

IN WITNESS WHEREOF the Contractor has accepted and agreed and herein confirms that he shall abide and is willing to execute the work assigned to him in accordance with the terms and conditions of this Agreement and in turn the Institute also agrees to engage the Contractor with effect from April, 2021 and the parties hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered	for and on behalf of	
for and on behalf of the Institute	M/s	
Name	Name:	
Designation	Designation:	
Counter-signed by:		
In the presence of witnesses:		
Name & Address		
1.	1. Signature	_
2.	2. Signature	_

Annexure – A*

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To, The Registrar Indira Gandhi Institute of Development Research Film City Road, Santosh Nagar, Goregaon (East), Mumbai – 400 065.

We hereby confirm and declare that we, M/s ------, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

*To be submitted on the company letterhead with sign and stamp on it.