



MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

REQUEST FOR PROPOSAL

E-TENDER DOCUMENT –

**Providing Ancillary Services in maintenance & Housekeeping including
all cleaning materials through outsourcing for a period of 3 years in
Maharashtra Electricity Regulatory Commission, Mumbai**

**World Trade Centre, Centre No.1, 13th Floor,
Cuffe Parade, Mumbai-400005**

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1. Invitation for Bids (IFB) and Notice Inviting Tenders (NIT)

1.1 Invitation for Bids (IFB)

Maharashtra Electricity Regulatory Commission (MERC), Mumbai invites electronic Bid Proposals from reputed, competent and professional service providers who meet the minimum eligible criteria as specified in this Request for Proposal (RFP) for e-Tender for providing Housekeeping Services at MERC office on 11, 12 and 13 Floors of Maharashtra Electricity Regulatory Commission (MERC).

The complete (RFP) document is published on the Government of Maharashtra's e-Tendering website <https://mahatenders.gov.in>

Bidders who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in/nicgep/app>, unless already registered.

To participate in the on-line Tendering process, the bidders must procure Digital Signature Certificates (DSC: class II or class III) in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC.

The bidding process would follow two stage bidding system and accordingly separate technical and commercial bids will be submitted.

The bidder shall submit the offer in electronic formats both for technical and commercial bids. EMD and Tender fees should be submitted online, as prescribed in NIT, along with the technical bid.

MERC will not be responsible for any delay in on-line submission by bidders due to any reason. For this, bidders are requested to upload the complete bid well within time so as to avoid any unforeseen problems.

No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal Contract is signed and executed between the Tendering Authority and the successful bidder.

MERC disclaims any factual/or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidders to prepare a logical bid proposal.

1.2 Notice Inviting Tenders (NIT)

| Sr. No. | Particulars | Details |
|---------|--|--|
| 1. | Name of the Work | Providing Ancillary Services in maintenance & Housekeeping including all cleaning materials through outsourcing in Maharashtra Electricity Regulatory Commission, Mumbai. |
| 2. | Period of Contract | 3 Years The contract shall be for the period of 3 years |
| 3. | Tendering Authority | Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai-400005 |
| 4. | Estimated Cost of Tender | Rs. 7,00,000/- (Rupees Seven Lacs approximately) per annum (exclusive of GST) |
| 5. | Cost of Tender Document | Rs. 2000/- (Rupees Two Thousand Only) (Non Refundable) (Entities exempted as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM., need not to pay Cost of Tender Document) |
| 6. | EMD Amount | Rs.10,000/- (Rupees Ten Thousand Only) (Entities exempted as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM., need not to pay EMD) |
| 7. | Performance Security | 10% of the value of the contract to be submitted within 10 days of issue of work order to the successful bidder. (Refundable without interest) (Entities covered as per GR dated 01.12.2016, issued by Industry, Energy & Labour Dept; GoM will pay performance security as per the GR). |
| 8. | Bid Validity | 120 days from the Bid submission deadline date. |
| 9. | Mode of Bid Submission | Online through e-Tendering system at - https://mahaenders.gov.in/nicgep/app |
| 10. | Last date of Submission of Queries | 19 th November, 2019 Pre-Bid Queries can be submitted at 'tenderqueries@merc.gov.in' as per format enclosed at Annexure -VI in Tender document. |
| 11. | Date ,Time and Place of Pre Bid Meeting | On 20 th November, 2019 @ 1500 hrs in the office of Deputy Director (Admin & Finance), Maharashtra Electricity Regulatory Commission, World Trade Centre, Centre No.1, 12 th Floor, Cuffe Parade, Mumbai - 400005. |
| 12. | Last Date of Submission of Bids | 21 st November, 2019 upto 1500 hours |
| 13. | Date and Time and Place of Opening of Bids | 22 nd November, 2019 @ 1500 hours Maharashtra Electricity Regulatory Commission World Trade Centre, Centre No.1, 12 th Floor, Cuffe Parade, Mumbai-400005. |
| 14. | e-Tendering Helpline | 24 x 7 Help Desk Number 0120-4200462,0120-4001002 Mobile No. 8826246593 Email –support-eproc@gov.in |

**Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial/financial tenders shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.*

Note:-

The Office of Maharashtra Electricity Regulatory Commission has reserves right to accept or reject any or all tenders without giving any reason thereof.

2. Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids alongwith supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected: -

| S. No. | Eligibility Criteria |
|--------|--|
| 1 | The bidder should be a Firm/Proprietor/ Agency/Company registered with the Company's Act with minimum experience of 5 years in the field of House Keeping. |
| 2 | Handled minimum 3 completed annual maintenance contract in Central Govt/ State Govt/PSU/Utilities for housekeeping maintenance and facility management services in Mumbai / Navi Mumbai/ Thane /KDMC/ Ulhasnagar Municipal Corporation/ Mira Bhayander Municipal Corporation/ Vasi Virar Municipal Corporation/ Ambernath Badlapur Municipal Corporation with each contract value not less than 10 lacs. |
| 3 | The bidder should have minimum one on going contract amounts to Rs. 10 lacs and above in Central Govt/ State Govt/PSU/Utilities |
| 4 | The bidder should have a minimum average annual turnover of Rs. 50 lacs for the previous three years (as on 31.03.2019). Audited / Certified Balance Sheet and P & L Account (by Chartered Accountant) for the years 2016-2017, 2017-2018 and 2018-2019, establishing the turnover criteria should be submitted. |
| 5 | The bidder shall have registered office in Mumbai / /NMMC/ TMC / Ulhasnagar Municipal Corporation/ Mira Bhayander Municipal Corporation/ Vasi Virar Municipal Corporation/ Ambernath Badlapur Municipal Corporation |
| 6 | The bidder should be registered with Maharashtra Shop & Establishment Act. 1948. |
| 7 | The bidder should be registered with Minimum Wage Act, 1948 |
| 8 | The bidder should be registered with Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) under the respective Acts/laws. |
| 9 | The bidder shall submit a self-declaration stating that the agency is / has not been black listed by Central Government / State Government / PSU /Utilities in last 3 years. |
| 10 | The bidder shall enclose the list of manpower engaged along with their experience |
| 11 | List of tools and plants (along with the age) with the agency |

3. Scope of Work:

3.1 Duration of Contract: 3 years

The contract shall be for the period of 3 years. The Commission reserves the right to terminate the contract without assigning any reason by giving maximum 30 (thirty) days' notice in writing.

3.2 Total Office premises area (in Sq. Ft.)

| S. No. | Total 3 Floors | Area | | |
|--------|------------------------|----------------|-----------------------|--------------------------------|
| 1 | 11 th Floor | Unit No. 1 & 2 | 4098 Sq. Ft. | Including 2 toilets & 1 pantry |
| 2 | 12 th Floor | Unit No. 1 & 2 | 6986 Sq. Ft. | Including 1 toilet & 1 pantry |
| 3 | 13 th Floor | Unit No. 2 | 8274 Sq. Ft. | Including 7 toilets & 1 pantry |
| | TOTAL | | 19,358 Sq. Ft. | |

3.3 Services: -

The responsibilities of the Service Provider would include maintenance and daily housekeeping of the entire facilities at the Office premises, details of which are given in Para 3.2 above. Housekeeping will include sweeping, cleaning of the carpets, cleaning and mopping up the floors, cleaning and mopping the furniture etc., with cleaning equipment's and cleaning materials which shall be harmless and eco-friendly and shall in no way damage the floors and other items by way of fading stain, foaming, eroding.

Nature of work and periodicity in brief –

A) Daily Work

On every working day from Monday to Saturday - cleaning and mopping in office area should be completed before 8.30 a.m. prior to the opening hours of the Commission, even during working hours and also after 6.00 pm as per requirement (Official Working hours – 9.00 am to 6.00 pm).

Overtime allowance –

Sunday & other Govt. Holiday (if required), Overtime allowance will be applicable as per Minimum Wages Act, 1948.

B) EMERGENCY WORK: (Work to be done on Public Holiday (if required))

C) WEEKEND WORK: (Work to be done on Saturday)

D) WEEKLY OFF – SUNDAY & Other declared by WTC

The Contractor shall have to adhere to the periodicity chart of work as shown below: -

| Nature of job | Periodicity | Description |
|---------------------|-------------|--|
| Sweeping / Cleaning | Daily | <ul style="list-style-type: none">➤ Dusting, Sweeping & Cleaning of all the floors areas including cabins, corridors, toilets and common areas.➤ Damp mopping of tiles, vitrified floors. Floor shall be made free of stain, dirt. Mud, sand, footprints, liquid spills and other debris.➤ Chairs, computers & its accessories / printers, trash receptacles and easily movable items shall be moved to clean underneath.➤ During inclement weather, the frequency of cleaning will be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.➤ Daily cleaning mirrors and doors in all the floors and cabins.➤ Cleaning of all furniture, fixtures office equipment, telephones, windows, doors, printers and computers etc➤ Removal of dead pests like rats, birds, crocodiles etc and disposal thereof to the public garbage bin➤ Through cleaning of any other items that require attention and daily cleaning |
| Vacuuming | monthly | <ul style="list-style-type: none">➤ Vacuuming all carpets runners and carpet protectors so that they are free of dirt, mud etc.➤ Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall |

| | | |
|------------------------------|---|---|
| | | <p>be free of all litter, lint, loose soil and debris.</p> <ul style="list-style-type: none"> ➤ Chair, trash receptacles and easily movables items shall be moved to vacuum underneath, and then replaced in the original position. |
| Washrooms & Toilets Cleaning | Daily (at regular intervals, as per need) | <ul style="list-style-type: none"> ➤ Thorough cleaning and sanitization of toilets, bathrooms, wash basins, using suitable nonabrasive cleaners and disinfectants.(Dettol and Lizol are preferred) ➤ Frequency should be more to maintain hygienic conditions of wash rooms throughout the day (3 times a day). ➤ All surfaces shall be free of grime, soap, mud and smudges. ➤ Cleaning of mirrors, glass doors, glass windows etc. ➤ Supply of daily requirements of paper towels, toilet papers, liquid soap dispenser with liquid soap, urinal cubes, naphthalene balls, odonil, air fresheners, etc at each wash basins, toilets, bathrooms shall be provided by the contractor. ➤ Only Eco-Friendly chemicals like Polyclean / Taski or equivalents to be used. |
| Trash removal | Daily | <ul style="list-style-type: none"> ➤ Emptying all waste paper baskets from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and return them where they were located. ➤ All waste from waste paper baskets will be collected and deposited in the building's waste containers. ➤ Dry and wet garbage would be segregated and dumped into designated area within the premises. ➤ Bags used for garbage shall be Eco friendly |
| Glass surface cleaning | Daily | <ul style="list-style-type: none"> ➤ All glasses at entrance doors and windows of the premises would be cleaned using damp and dry method. ➤ Glass table tops, cabin doors, cabin partitions and glass accessories, etc would also be cleaned. ➤ Removal of grease marks or fingerprints on glass counters and partitions. This cleaning is done using cleaner of standard brand of established / reputed company and lint free cloth or paper towels. |
| Spot Carpet Cleaning | Daily | <ul style="list-style-type: none"> ➤ Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals etc. |
| Damp & dry Cleaning | Daily | <ul style="list-style-type: none"> ➤ Wipe clean all white boards of meeting rooms, conference rooms, work stations etc. ➤ Wipe clean all table tops of workstations, cubicles and other furniture and fixtures. ➤ Cleaning of Glass, chairs, services room / bathrooms / toilets. |
| Carpet / doormats etc | Daily | <ul style="list-style-type: none"> ➤ While carpets / doormats to be cleaned / maintained properly on daily basis, position will be reviewed on fortnightly basis to assess that whether repair / replacement is required, particularly in case of doormats / carpet in passages / entrance etc. |
| Deep Cleansing | Weekly | <ul style="list-style-type: none"> ➤ Ceiling, walls, partitions etc. ➤ Ceiling fans, Exhaust fans and fixtures ➤ Toilet and wash rooms ➤ All vitrified floors, areas would be machine scrub cleaned. |
| Window glass cleaning | Weekly | <ul style="list-style-type: none"> ➤ Interior glass will be cleaned on both sides, throughout the building. |
| Sanitizing | Weekly | <ul style="list-style-type: none"> ➤ Office desk paper bins would be cleaned and sanitized. |

| | | |
|---------------------------|---------|---|
| | | <ul style="list-style-type: none"> ➤ All washrooms dustbins would be thoroughly cleaned and sanitize. ➤ Deep cleaning, dusting and wiping of sanitary fittings in the wash room, ladies toilets etc. ➤ All telephone instruments, computer / laptop keyboards would be sanitized using disinfectants. ➤ Waste bins from Pantry and other areas would also be thoroughly cleaned and sanitized with disinfectants. ➤ Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectants. ➤ During monsoon season the Contractor has to ensure periodic cleaning of premises with suitable materials for removing the algae / green patches formation. ➤ Up-keeping & removing choke up in the storm water drains the ground and basement level and other drains located inside the premise. The Contractor should co-ordinate with WTC and keeps the inter-junctions clear from any obstruction. |
| Dusting, Wiping, cleaning | Monthly | <ul style="list-style-type: none"> ➤ Deep cleaning, dusting and wiping of handles, doors, door closers, fittings, windows, curtains etc. ➤ Cleaning, dusting and wiping of false ceilings. ➤ After Cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks. |
| Scrubbing | Monthly | <ul style="list-style-type: none"> ➤ Scrubbing of all floor areas with scrubbing machines. |
| Uniforms, tools, machines | - | <ul style="list-style-type: none"> ➤ The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary plumbing / carpentry tools etc. to all their staff members. ➤ Also, all the expenses towards maintenance of the equipment's, tools, machines, etc will have to be borne by the Contractor. |

3.4 – Housekeeping Consumables

The service provider should supply standard quality (Dettol and LIZOL products) of cleaning equipment and cleaning materials which shall be harmless and Eco friendly and shall in no way damage the floors and other items by way of fading stains, foaming, eroding etc. The consumables required per month for housekeeping, cleaning work will have to be stored in the store Room as provided in the office of the MERC, well in one month advance. The consumables should be of the standard specified and before storing in the stores , the same should be got verified by concerned **Section Officer of the MERC**, regarding the quality and brand. The service provider will use whenever required his own cleaning equipment like vacuum cleaners, floor scrubbing at no extra cost.

An indicative list of such materials is given below:

| | | |
|------------------------------------|----------------------------------|---|
| ➤ Dry Mop Set | ➤ Scrapper | ➤ Dust Pan with Brush |
| ➤ Dry Mop Refill | ➤ Glass Duster | ➤ Air Freshener Bottle |
| ➤ Flat Mop Set | ➤ Checks Duster | ➤ Garbage Bag Big |
| ➤ Flat Mop Refill | ➤ Floor Duster | ➤ Garbage Bag – Medium |
| ➤ Round Mop Set | ➤ Sponge | ➤ Garbage Bag – Small |
| ➤ Round Mop Refill | ➤ Steel Wool | ➤ Toilet Tissue Rolls |
| ➤ Soft Broom | ➤ Spray Bottles | ➤ Stain Remover |
| ➤ Hard Broom | ➤ Rubber Gloves | Toilet and bathroom cleaner (Harpik) |
| ➤ Tall Sweeping Brush | ➤ Cotton Gloves | Or any other cleaning material as required by MERC. |
| ➤ Scrubbing Brush with Long Handle | ➤ Plastic Bucket | |
| ➤ Kitchen Wiper | ➤ Naphthalene Balls | |
| ➤ Floor Wiper (Fiber) | ➤ Urinal Cubes | |
| ➤ Hand Brush Hard | ➤ Deodorant (Odonil preferred) | |
| ➤ Carpet Brush | ➤ Liquid Soap hand wash (Dettol) | |
| ➤ Feather Brush | ➤ Bathroom Fresheners | |
| ➤ Toilet Brush | ➤ Bleaching Powder | |
| ➤ Choke Pump | ➤ Perfume Cleaner | |
| ➤ Dust Pan | ➤ Dust Bin | |

3.5 Personnel:

- 1) The Service Provider has to provide 3 personnel full time (3 skilled personnel) for this contract. Personnel shall be engaged in shift duties (Morning, Afternoon and Evening) as per the requirement of MERC with consent of concerned Sectional Officer MERC.
- 2) In addition, Supervisor needs to visit the Office in a week and have review of the housekeeping work and complaints thereof in consultation with concerned Sectional Officer MERC
- 3) The Contractor will be responsible to attend all the complaints/requirements within the purview of the contract and such complaints and requirements will be attended by the contractor immediately.
- 4) Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises.
- 5) The Contractor has to ensure maintenance of record, in respect of :
 - Duty performed / presence at site by the manpower, including Supervisors.
 - Work done / performed, including maintenance services and periodical services.
 - Instruments / tools available, as prescribed in RFP.
 - Details of consumables being used, with its quality.
 - Checking by the supervisors, of the work done by the employees of contractor, with remarks of Supervisor.
- 6) Alternate replacement should be provided by Contractor only.
- 7) Weekly off is Sunday & Govt. Holiday.
- 8) Official working from Monday to Saturday, Overtime allowance will be applicable as per Minimum Wages Act, 1948.
- 9) The Successful Bidder will be responsible for salary distribution to the employed staff in first week of every month.
- 10) All personnel engaged by the Service Provider for the purpose of the cleaning and upkeep contract at our office premises shall always be his employees and they will report to him only. The employees will work punctually at the prefixed/ timings and the employees will have uniform attire and wear it daily without fail.
- 11) All personnel engaged by the Service Provider for this contract shall be medically fit and fully capable of efficiently discharging jobs assigned to them. The work of his employees shall be supervised and controlled by his supervisor. In addition, all his personnel shall possess good moral character and he will ensure that they will not indulge in any immoral or illegal act in office premises.
- 12) The Contractor is responsible for payment of monthly salary to the employees.
- 13) The Contractor is solely responsible for the statutory payments such as ESIC, PF etc paid to the concerned authorities.
- 14) Tax shall be deducted at service as per the Income Tax Act from the monthly bills.
- 15) Minimum wages shall be in terms of the minimum wages norms of Govt. and the wages will be subject to revision as per Govt's notification for minimum wages.
- 16) The Service Provider shall be liable for act of omission or commission on the part of his employees on office premises and accordingly he shall reimburse to MERC by way of compensation in respect of all losses or damages suffered by Commission as consequence thereof.
- 17) The Service Provider will comply with all safety regulations in the office premises. He will provide all necessary safety training and personal protective gear like gloves to his employees assigned by him in the office premises to protect their health and personal safety at his own cost.
- 18) All persons who will be engaged by the Service Provider under this contract shall be the employees of the Service Provider and will be held on his payroll. He shall indemnify and keep the Commission indemnified free and harmless from all claims and demands by such persons for any payments and service conditions whatsoever beyond the terms of this contract.
- 19) The Authority shall have to pay the Monthly Services Fee which is inclusive of all applicable taxes including GST thereon as applicable at the time of payment of the various instalments, as per the provisions of the Service Agreement (SA) to the Successful Bidder.

- 20) The Successful Bidder shall be responsible for payment of all duties and taxes related to the Service Agreement. Further, the Successful Bidder will pay applicable GST, taxes, charges, surcharges or levies in relation to the various payments made to it as amended time to time.
- 21) The contractor shall submit the bills alongwith relevant documents for the current month in the succeeding month or thereafter so as to enable the MERC to process the same and pay the contractor.
- 22) Final Bill will be disburse as per Attendance Report for payment purpose and the list of consumables used for cleaning the premises along with the quantity used.
- 23) That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.
- 24) That it shall be clearly agreed and understood by the contractor that all the persons provided shall be the employees of the contractor and all disputes between the contractor and its employees shall have no bearing on MERC. The MERC shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the contractor. The contractor is fully responsible for disciplined behaviour of its workmen.
- 25) All damages caused by the contractor or that of the contractor's employees or arising out of its employee's instruction shall be charged to the contractor and recovered from his dues/bills or adjusted against the performance guarantee.
- 26) The Contractor is liable for the deficiency in activities / maintenance, penalty will be as under:

| S. No. | Periodicity of activities/ job prescribed | Extent of penalty in case of deficiency in service |
|--------|--|--|
| 1 | Daily activities | Rs. 500/- per activity / job on first instance and Rs. 1,000/- in case of per repetition during same week. |
| 2 | Weekly activities | Rs. 1,000/- per activities / job on first instance and Rs.2,000/- in case of per repetition during same month. |
| 3 | Monthly activities | Rs.5,000/- per activities / job on first instance and Rs.10,000/- in case of per repetition during same quarter. |
| 4 | Quarterly activities | Rs.10,000/- per activities / job on first instance and Rs.20,000/- in case of per repetition during same month. |
| 5 | In case of manpower not found properly qualified / present | Rs. 500/- per activity / job on first instance and Rs. 1,000/- in case of per repetition during same week. |

- 27) The principal Agreement between MERC and the Successful Bidder shall be the Service Agreement.
- 28) The Successful Bidder is expected to raise an invoice, accompanied by the Service Staff attendance sheet for the month and the list of consumables used for cleaning purpose along with quantity. MERC would scrutinize the same and tender payment within 14 days to the Successful Bidder subject to fulfilment of conditions specified in the Service Agreement.
- 29) The Successful Bidder shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under the Service Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees providing housekeeping services as a part of the MERC Agreement are met.
- 30) All necessary clearances and permits required from the relevant authorities should be obtained by the Successful Bidder and the Successful Bidder shall adhere to all relevant guidelines/ recommendations / standards/ requirements prescribed by statutory bodies, Central/ State Government and its ministries / agencies, professional bodies and associations as applicable including adherence to labour laws Employee State Insurance, Provident Fund, etc.
- 31) The Successful Bidder shall obtain all licenses from relevant authorities for the provision of housekeeping services as a part of the MERC Agreement.

- 32) In case of additional requirement of Housekeeping works for shorter duration, the supplier should be in a position to supply persons at tendered rates.
- 33) The Supplier should be adequately insured against any injury/death or any eventuality for the staff to be employed by him for the execution of this contract. In the event of any accident or injury or death to any of the employees of the Supplier, MERC will not be responsible for any claim, damage or compensation.
- 34) The Successful Bidder is expected to ensure that its Services Staff wear a uniform and carry an Identification Card (the, "IDC") while performing said services in office premises. Said uniform and Identification Card is to be provided to Services Staff at the Successful Bidder's own cost and effort. The uniform and IDC design is to be submitted to MERC for approval within two weeks of Service Agreement Execution Date, prior to start of services in office premises.
- 35) The supplier shall observe the normal business standards of cleanliness, decorum, safety and general discipline while carrying out the Housekeeping.
- 36) The contractor shall not allow or incite his workers to participate in any trade union activities, agitations in office premises.
- 37) The contractor shall not allow incite his worker's to participate in any trade union activities , agitations in office premises.

3.7 Inspection:

The MERC shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under this Maintenance Contract. All questions relating to the performance of the obligations under this Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by MERC, whose decision shall be final, conclusive and binding on the Contractor.

The MERC may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by concerned Sectional Officer of the MERC, before the bills related to those items / jobs are paid by the MERC. However, merely payment of bills will not constitute that all the work was in order.

3.8 Statutory and other Regulations:

- (a) The Contractor shall comply with all the statutory obligations of the Govt. of India / State Governments / Municipal Authorities and local authorities applicable and the MERC shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Contractor.
- (b) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provision / obligations. The contractor shall be responsible for maintaining record pertaining to payment of wages Act and other laws, including labour laws.
- (c) The Contractor shall bind himself/executor or administrator or successors and shall indemnify and hold harmless the MERC in respect of this contract, including all claims, damages proceedings, costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the MERC or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of laws / Acts / Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed / engaged by the contractor in connection with this contract.
- (d) The Contractor shall obtain all licenses and permits necessary for the conduct of its business at its own cost and shall observe the laws related thereof strictly.
- (e) Failure on the part of the Contractor to comply with the statutory requirements will automatically result in termination of this contract, without prejudice to the right to claim damages, etc.
- (f) The Maharashtra Shop & Establishment Act. 1948.
- (g) No child labour will be engaged for Housekeeping related works.

It shall be the duty of the contractor to comply all the provisions of Law as amended from time to time applicable to provide service of Manpower to MERC.

4. Instructions to Bidder (ITB) & Bidding Process

4.1 Tender/ Bidding Document

- The complete Bidding document shall be available on the website (<https://mahatenders.gov.in>) for the period as specified in the Notice Inviting Tender (NIT). The prospective Bidders are permitted to download the tender document from this website on payment of Rs. 2000/- towards the cost of Tender Documents. Every Bidder, if not exempted, participating in the Bidding process must furnish the required cost of tender document, as specified in the NIT.

4.2 Clarifications to the Bidding/ Bid Document

- If the prospective Bidder has any doubts as to the meaning of any part of the Bidding document, bidder is allowed to refer the same to the Tendering Authority and get clarifications. Bidder may do so by contacting the Tendering Authority in writing at the Tendering Authority's address indicated in the NIT;
- Should the Tendering Authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised Bidding Document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment;
- Post-Bid clarifications, if any, will be sought only once. Hence, Bidders are advised to prepare and submit the Bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the Bid/ documents submitted and no new documents shall be accepted.

4.3 Pre-Bid Conference/ Meeting

- The Bidder or its official representative (not more than two representatives per Bidder) is invited to attend the pre-Bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective Bidders related to the Project/Bidding Document;
- Only the Bidders, who are interested in bidding, are allowed to attend the Pre-Bid conference/ meeting and submit their Pre-Bid queries in the specified format as per **Annexure- VII** Bidders are welcome to attend the Pre- Bid meeting, even if they do not have any specific queries. Tendering Authority shall respond to the queries of Bidders till the day of pre-Bid meeting or within 4 days after the pre-Bid meeting;
- As a result of discussions in the Pre-Bid conference, if modifications in the Bidding Document, specifications of services and/ or goods are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be uploaded on the websites specified in the NIT;
- The Tendering Authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

4.4 Amendment of Bidding Document

- At any time prior to the deadline for submission of the Bids, the Tendering Authority may amend the Bidding Document by issuing Corrigendum/ Addendum;
- Any Corrigendum/ Addendum issued shall be a part of the Bidding Document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT;
- To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the Tendering Authority may, at its discretion, extend the deadline for the submission of the Bids;
- Any change in date of submission and opening of Bids shall be published in appropriate manner, including on the websites mentioned in the NIT.

4.5 Documents Comprising the Bid

- A two stage-two envelope/ cover system shall be followed for the Bid –
 - Technical Bid (including **Annexure I to Annexure VI** & supporting documents)
 - Commercial Bid (as per **Annexure VII**)

➤ Technical Bid shall include the following documents: -

| Sr No. | Document Type | Document Format |
|------------------------------|--|--|
| 1 | Covering Letter – Technical Bid | On Bidder’s letter head duly signed by authorized signatory as per ANNEXURE - I |
| Fee Details | | |
| 2 | EMD | Scanned copy of Online payment receipt. If exempted valid exemption certificate shall be attached. |
| Eligibility Documents | | |
| 3 | Information as per Technical Bid Format | As per ANNEXURE - II and supporting documents |
| | Format for submission of details of facilities where housekeeping services have been or are being provided by the Bidder | As per ANNEXURE – III and supporting documents |
| 5 | Annual Turnover | As per ANNEXURE - IV and supporting documents |
| 6 | Self-Declaration – No Blacklisting | As per ANNEXURE - V and supporting documents |
| 7 | Pre-Bid Queries Format | As per ANNEXURE - VI and supporting documents |

* Please upload the scan copies of the above documents with Technical Bid.

➤ Commercial Bid shall include the following documents:

| Sr No. | Document Type | Document Format |
|---------------|----------------------------------|---|
| 1 | Covering Letter – Commercial Bid | Financial Bid On Bidder’s letter head duly signed by authorized signatory |
| 2 | Price Bid | As per e-Tendering website (As per ANNEXURE - VII) |

* Please upload the scan copies of the above documents with Commercial/Financial Bid.

The Bidder should ensure that all the required documents, as mentioned in this Bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the Bid proposal submitted by the Bidder.

4.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Tendering Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

4.7 Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Tendering Authority, shall be written only in English or Marathi Language. 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 in English/ Marathi language, in which case, for purposes of interpretation of the Bid, such translation shall prevail.

4.8 Bid Prices

- Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and duties excluding the taxes, applicable to the Bidder.
- All the prices should be quoted only in Indian Rupees (INR) Currency;
- Prices / rates shall be written both in figures and words, as applicable;
- The price to be quoted in the financial Bid shall be the total price of the Bid. Discount, if any, should be included in the quoted price, excluding taxes;

4.9 Period of Validity of Bids

- Bids shall remain valid for the period of 120 days, as specified in NIT, after the Bid submission deadline date prescribed by the Tendering Authority. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive Bid.
- In exceptional circumstances, prior to the expiration of the Bid validity period, the Tendering Authority may request Bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid. The request and the responses shall be made in writing.

4.10 Earnest Money Deposit (EMD)

- The Earnest Money Deposit (EMD) is Rs.10,000/- (Rupees Ten thousand Only) (Exemption available as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM.)
- Every Bidder, if not exempted, participating in the Bidding process must furnish the required EMD as specified in the NIT;
- Government of Maharashtra and Central Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration Certificate or Certificate that the Bidder is a Government undertaking/ corporation/ company/ autonomous body as mentioned above shall necessarily accompany the sealed Bid, without which the Bid shall be rejected forthwith;
- EMD of a Bidder lying with MERC in respect of other Bids awaiting decision will not be adjusted towards EMD for the fresh Bids. The EMD originally deposited may, however, be taken into consideration in case Bids are re-invited.
- EMD shall be deposited/ submitted online as mentioned in NIT. The EMD shall be valid for the period of Bid validity as mentioned in the NIT.
- EMD of unsuccessful Bidders shall be refunded (without interest) soon after final acceptance of Bid and award of Contract.
- EMD taken from the Bidder shall be forfeited in the following cases:
 - When the Bidder withdraws or modifies his Bid proposal after opening of Bids;
 - When the Bidder does not execute the Agreement after placement of order within the specified time;

4.11 Performance Security Deposit (PSD)

The Performance Security Deposit is 10% of the value of the contract (Refundable without interest) (Concession available as per GR dated 01.12.2016, issued by Industry, Energy and Labour Department, GoM.) as mentioned in NIT. The successful Bidder shall furnish the Performance Security Deposit within fifteen (15) days of the receipt of notification of award from the Tendering Authority.

Failure of the successful Bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority may award the Contract to the next best value Bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

No interest will be paid by MERC on the amount of EMD and PSD.

In case of Selected Bidder, the EMD may be adjusted in arriving at the amount of the PSD;

4.12 Deadline for the Submission of Bids

- Bidders must submit the Bids online at e-Tendering website as indicated in the NIT OR subsequent Corrigendum, if any;
- In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the Bidding Document is required to be substantially modified as a result of discussions in pre- Bid conference and the time with the prospective Bidders for preparation of Bids appears insufficient, the date may be extended by MERC and due publicity to such change in date of submission of Bids shall be given. In such cases, it shall be ensured that, after issue of Corrigendum, reasonable time is available to the Bidders to prepare and submit their Bids. Any change in date of submission and opening of Bids shall also be placed on the respective websites immediately. However, if the modifications in Bidding Document, specifications of goods and service are substantial, fresh publication of original Bid inquiry may also be issued;
- The Tendering Authority may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

4.13 Format and Signing of Bid

- The Bid forms/templates/annexures, etc., wherever applicable, shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign each and every documents, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;
- Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;
- The Bid, duly signed (digitally) by authorized signatory, should be uploaded on the e-Tendering portal in the required file/ format;
- Bidders must submit their Bids online at e-Tendering portal only. Bids received by other means shall not be accepted;
- If Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering website, the Tendering Authority shall reject the Bid.

4.14 Withdrawal and Re-submission (Substitution) of Bids

- Only before the deadline of the bids, if permitted by the Tendering Authority, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Tendering website under the section “e-Tendering Toolkit for Bidders”;
- Bids withdrawn shall not be opened and processed further.

4.15 Bid Opening/ Opening of Tenders

- The designated Committee will perform the Bid opening, which is a critical event in the Bidding process;
- The Tendering Authority shall conduct the Bid opening at the address, date and time specified in the NIT;

- All the Bids received up to the specified time and date in response to all the Bid inquiries shall be opened by the members of the designated Committee at the specified place, date and time in the presence of Bidders or their authorized representatives who may choose to be present. Alternatively, the Bidders may also view the Bid opening status/ process online at e-Tendering website;
- All the documents comprising of technical Bid/ cover shall be opened and downloaded from the e-Tendering website;
- All the technical Bid covers, except the commercial/ financial cover, shall be opened one at a time, and the following read out and recorded: the name of the Bidder; the presence of the EMD and any other details as the Tendering Authority may consider appropriate;
- The Tendering Authority shall prepare a record of the Bid opening that shall include, at a minimum: the name of the Bidder and EMD. The Bidder's representatives who are present shall be required to sign the attendance sheet;
- The commercial/ financial cover shall be kept unopened and shall be opened later on the date and time intimated to the Bidders who qualify in the evaluation of Technical Bids.

4.16 Selection Method

The selection method is least cost based (L1). The eligible Bidders whose Bids are determined to be substantially responsive shall be considered to be qualified for the technical evaluation, unless disqualified, and shall be informed either in writing or by uploading the details on e-Tendering portal about the date, time and place of opening of their Financial Bids.

4.17 Guiding Principles for Evaluation of Bids

- The Tendering Authority shall strictly apply only and all of the evaluation and qualification criteria specified in the Bidding Document;
- The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications and proposed solution submitted by the Bidder;
- A Bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP;
- A responsive Bid shall be the one that meets the requirements of the Bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:
- "Deviation" is a departure from the requirements specified in the Bidding Document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- A material deviation, reservation, or omission is one that, if accepted, shall:
- Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding document; or
- Limits in any substantial way, inconsistent with the Bidding document, the Tendering Authority's rights or the Bidder's obligations under the proposed Contract; or
- If rectified, shall unfairly affect the competitive position of other Bidders presenting responsive Bids.
- Provided that a Bid is substantially responsive, the Tendering Authority -
- May waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission;

- May request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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 its Bid;
- Shall rectify non-material, non-conformities or omissions. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in eligibility/pre-qualification and evaluation criteria of this Bidding Document.

4.18 Evaluation of Technical Bids

The technical evaluation shall be completed by the designated Committee as early as possible after opening of technical Bids. It shall examine the Technical Bids by evaluating the eligibility documents as mentioned in Para 1.

- Only those Bidders, who qualify Technical bids/documents, shall be declared as qualified for evaluation of their “Financial Bid”.
- Bids of organizations which are eligible will be considered for the technical evaluation. Technical evaluation will consist of examination of EMD and technical documents mentioned in Para 1, Instructions to Bidder (ITB) & Bidding document.
- The firms which would not qualify in technical evaluation will be intimated. The financial Bid will be returned unopened and EMD refunded after completion of the Bid process i.e. award of the contract to the best/ successful Bidder.

4.19 Evaluation of Financial Bids

- The financial Bids / cover of Bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Committee in the presence of the Bidders or their representatives who choose to be present. Alternatively, the Bidders may also view the financial Bid opening status/ process online on e-Tendering website;
- The process of opening of financial Bids/ covers shall be similar to that of Technical Bids;
- The names of the firms and the rates given by them shall be read out and recorded in Tender opening register;
- To evaluate a Bid, the Tendering Authority shall consider the following:
 - The Bid price as quoted in accordance with Bidding Document;
 - Price adjustment for correction of arithmetic errors in accordance with Bidding Document.
- The evaluation shall include all costs and duties excluding the taxes, applicable to the Bidder as per law of the Central/ State Government/ Local Authorities.

4.20 Clarification of Bids

- To assist in the examination, evaluation, comparison and post qualification of the Bids, the Tendering Authority may, at its discretion, ask any Bidder for a clarification of his Bid. The Tendering Authority’s request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT;
- Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Tendering Authority shall not be considered;

- No change 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 Tendering Authority in the evaluation of the Commercial/ Financial Bids.

4.21 Correction of Arithmetic Errors

Provided that the Bid is substantially responsive, the competent Committee shall correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Tendering Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a 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 the above two clauses in this sub section (4.20).

4.22 Comparison of Bids and Determination of the Best Value Bid

The Tendering Authority shall compare responsive Bids of all eligible Bidders to determine the best value Bid, in accordance with the evaluation criteria given in this RFP.

4.23 Negotiations

- As a general rule, negotiations after opening of financial Bids shall be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as:
 - When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of Bids;
 - Negotiations shall not make original offer of the Bidder ineffective.
- Negotiations shall be conducted with the best value Bidder only and by information given in writing with a minimum period of 3 days shall be given for response in writing and in sealed cover. In case of urgency, the Tender Sanctioning Authority may reduce the notice period for negotiations provided the Bidder receives the information regarding holding negotiations;
- In case the best value Bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the Committee may decide to make a written counter offer to the best value Bidder. If the best value Bidder does not accept the counter offer given by the Committee, the Committee may recommend rejecting the Bid or may repeat the process to make the same counter offer to second best value Bidder and so on to third, fourth best value Bidder, etc. till a Bidder accepts it.

4.24 Disqualification

Tendering Authority may at its sole discretion and at any time during the processing of Bids, disqualify any Bidder/ Bid from the Bid process if the Bidder: -

- Has not submitted Bid in accordance with the Bidding Document;
- Has submitted Bid without submitting the prescribed EMD or the Bidder's authorization certificate;
- Has imposed conditions in Bid;
- During validity of Bid or its extended period, if any, increases his quoted prices;
- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Has failed to provide clarifications related thereto, when sought;
- Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the EMD;
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

4.25 Acceptance of the Tender/ Bid and Notification of Award

- Prior to the expiration of the period of Bid validity, the Tendering Authority shall notify the successful Bidder, in writing, that its Bid has been accepted;
- The Tendering Authority shall award the Contract to the Bidder whose proposal/ Bid has been determined to be the best value Bid;
- Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidders shall be requested to extend validity period of their Bids up to a specified date;
- As soon as a Bid is accepted by the Tendering Authority, its written intimation shall be sent to the concerned Bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
- The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;
- The EMD of the rejected Bids shall be refunded soon after the agreement with the successful Bidder is executed. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- No interest will be paid by MERC on the amount of EMD.

4.26 Confidentiality

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award;
- Any attempt by a Bidder to influence the Tendering Authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
- From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Tendering Authority on any matter related to the Bidding process, he may do so in writing.

4.27 Conflict of Interest

- MERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of MERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, MERC will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified;
- A Bidder may be considered to be in a conflict of interest if the Bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the Bid;
- It may be considered to be in a conflict of interest with one or more parties in the Bidding process:-
 - If they have controlling shareholders in common; or
 - If it receives or have received any direct or indirect subsidy from any of them; or
 - If they have the same legal representative for purposes of the Bid; or
 - If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Tendering Authority regarding this Bidding process.

4.28 Tendering authority's Right to Accept / Reject any or all of the Bids

The Tendering Authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

4.29 Signing of Contract

Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder the Contract Agreement including "Special Conditions of Contract". Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the Tendering Authority, the successful Bidder shall sign, date, and return the Contract Agreement to the Tendering Authority.

4.30 Reservation of Rights

To take care of unexpected circumstances, MERC reserves the rights for the following:

- Extend the closing date for submission of the Bid proposals;
- Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites;
- Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidders but before the opening of Financial Bids;
- To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder;
- Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals.
- Seek the advice of external consultants to assist MERC in the evaluation or review of Proposals;
- Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal.

4.31 Monitoring of Contract

- An officer or a committee of officers may be nominated by Tendering Authority to Evaluate/ monitor the progress of the contract during its delivery period;
- Any change in the Constitution of the Firm, etc. shall be notified forthwith by the Service Provider in writing to the Tendering Authority and such change shall not relieve any former member of the firm, etc., from any liability under the Contract;
- No new partner/ partners shall be accepted in the Firm by the selected Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the Tendering Authority through a written Agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;
- During the delivery period the Committee shall keep a watch on the progress of the contract and shall ensure that quantity of good and service delivery is in proportion to the delivery period given, if it is a severable contract, in which the delivery of the good and service is to be obtained continuously or is batched. If the entire quantity of good and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and inspected.
- If delay in delivery of good and services is observed, a performance notice shall be given to the selected bidder to speed up the delivery.

5 Terms and Conditions of Tender

5.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

- “Price” means the price payable to the Selected Bidder as specified in the commercial quote of the bidder, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Completion” means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions as set forth in the RFP.

5.2 General Conditions of the Bid

5.2.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws applicable in Maharashtra State unless otherwise specified.

5.2.2 Taxes & Duties

- The TDS and any other applicable taxes, etc, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of Contract;

5.2.3 Confidential Information

- The Selected Bidder shall keep confidential and shall not, without the written consent of MERC, divulge to any third party any information furnished directly or indirectly in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract;
- The Selected Bidder shall not use such documents, data, and other information received from MERC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract;

5.2.4 Sub-contracting

- The Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5.2.5 Force Majeure

- The Selected Bidder shall not be liable for forfeiture of its PSD, LD, 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;
- For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Selected Bidder. Such events may include, but not be limited to, acts of MERC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- If a Force Majeure situation arises, the Selected Bidder shall promptly notify the MERC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by MERC, the Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- In case a Force Majeure situation occurs with the MERC, the MERC may take the case with the Selected Bidder on similar lines.

5.2.6 Termination

- ***Termination for Default***

- The MERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least 30 days sent to the Selected Bidder, terminate the contract in whole or in part:
 - If the Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by MERC; or
 - If the Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - If the Selected Bidder, in the judgment of MERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
 - If the Selected Bidder commits breach of any condition of the Contract; or
 - If the total penalty levied on the selected bidder in a quarter exceeds 10% of total billing in that quarter.

- If MERC terminates the Contract in whole or in part, amount of PSD and due payment if any, may be forfeited;

- ***Termination for Insolvency***

MERC may at any time terminate the Contract by giving a written notice of at least 30 days to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MERC.

- ***Termination for Convenience***

- MERC, by a written notice of at least 30 days sent to the Selected Bidder, 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 MERC's convenience, the extent to which performance of the Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective;
- Depending on merits of the case the Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination;
- Payment to be made shall not exceed the amount payable till that point of time.

ANNEXURE – I

Cover Letter Format (In letter head)

To,
Secretary,
Maharashtra Electricity Regulatory Commission,
13th Floor, Center-1, World Trade Center,
Cuffe Parade, Mumbai 400 005

Reference: Tender No. : _____ Dated _____

Sir,

Being duly authorized to represent and act on behalf of _____ hereinafter called “The Tenderer” and having visited the site and examined the Scope of work, Specifications, Schedules and the tender document for “Selection of Agency for Providing Housekeeping for Maharashtra Electricity Regulatory Commission (MERC).”

I/ we here by submit my/our offer as follows:

- (a) Technical Bid—along with necessary Annexures and documents as per RFP.
- (b) Financial Bid— part of the tender document.

02. I hereby undertake to abide by various terms and conditions contained in your TENDER No: _____ Copy, duly signed, enclosed). We understand that MERC reserves the right to,

- a) Amend the scope of tender
- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
- c) We agree that the MERC will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
- d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.

03. I also express my willingness to sign the contract incorporating the Standard terms and special conditions of the contract as contained in the Tender.

Yours Sincerely

(Authorized Signatory Name of
the Bidder)

Date:

Place:

(Digital Signature of the Owner/ Bidder/ Authorized signatory and please indicate capacity which signed Viz. on own behalf or as Power of Attorney or Authorized signatory of the owner. Please also include the contact No. and address in the Place)

Note:-Please upload the Scan copy of this letter with Technical Bid.

Annexure - II

TECHNICAL BID

(For Providing Housekeeping Services in the Office of MERC)

| | | |
|-----|---|--|
| No. | Name of the Bidder (Attach certificates of Registration) | |
| | Name of proprietor/Director or any other authorized person of the Company/Firm/Agency/Service provider. | |
| | Full Address of Registered Office or its branch with Telephone No., FAX and E-Mail (Mumbai /Mumbai Suburb/ MCGM, TMC, NMMC, KDMC, Ulhasnagar Municipal Corporation, Ambarnath Badalapur Municipal Corporation, Vasai Virar Municipal Corporation) | |
| | Copy of Authorized Licence documents for providing manpower services. | |
| | Maharashtra Shop & Establishment Act. 1948 | |
| | Minimum Wages Act, 1948 | |
| | PAN. (Attach self attested copy) | |
| | GST Registration No. (Attach self attested copy) | |
| | E.P.F. Registration No. (Attach self attested copy) | |
| | E.S.I. Registration No. (Attach self attested copy) | |
| | Documents showing completing minimum 3 completed annual maintenance contract in Central Govt/ State Govt/PSU/Utilities for housekeeping maintenance and facility management services in Mumbai / Navi Mumbai/ Thane /KDMC/ Ulhasnagar Municipal Corporation/ Mira Bhayander Municipal Corporation/ Vasi Virar Municipal Corporation/ Ambernath Badlapur Municipal Corporation with each contract value not less than 10 lacs. | |
| | Documents showing minimum one on going contract amounts to Rs. 10 lacs and above in Central Govt/ State Govt/PSU/Utilities | |
| | Documents showing minimum average annual turnover of Rs. 50 lacs for the previous three years (as on 31.03.2019). Audited / Certified Balance Sheet and P & L Account (by Chartered Accountant) for the years 2016-2017, 2017-2018 and 2018-2019, | |
| | Certificate of appreciation/satisfactory certificate from the last two reputed clients. | |
| | Total No. of years of experience in providing similar services with the list of clients. | |
| | Income declared in I.T. returns for F.Y. 2016-17, 2017-18 & 2018-2019 (enclose acknowledgement copy of IT Returns only) | |
| | Total No. employees in the service providing company/agency/firm/Proprietor. And list of tools and plants | |
| | Self declaration stating that the agency is / has not been black listed by Centre / State Government / PSU in last three years | |

The bids are liable to be rejected in case of failure to comply with any of the above requirements.

Signature:

Name of Authorized Representative:

Date:

Place :

Seal :

Annexure- III

Format for submission of details of facilities where housekeeping services have been or are being provided by the Bidder

| Sr. No | Name of the Client alongwith address and contact details. | Nature of Job | Amount of Contract | Period of Contract | | | Remarks Completed/ ongoing |
|--------|---|---------------|--------------------|--------------------|----|-------|----------------------------|
| | | | | From | To | Years | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note:

Copy of Work Orders / Work Completion Certificates/ service certificates/ Final Invoice/ Letter indicating return of Security Deposit / Certificate of appreciation/satisfactory certificate from the clients etc. should be furnished for each of the Projects.

Signature:

Name of Authorized Representative

Date:

Place:

Seal:

Annexure – IV

Details Regarding Annual Turnover

Annual Turnover

| SI. No | Financial Year | Annual Turnover in Rupees (Lacs) |
|---------------|-----------------------|---|
| 1 | 2016-17 | |
| 2 | 2017-18 | |
| 3 | 2018-19 | |

Copies of the Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2016-2017, 2017-2018 and provisional / audited Balance sheet for 2018-2019, establishing the turnover criteria should be submitted.

Place :

Date :

Signature of the Tenderer with seal

Annexure -V

Self-Declaration – No Blacklisting

To,

The Secretary
Maharashtra Electricity Regulatory Commission
Mumbai 400005.

In response to the Tender / NIT Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State/ Semi-Government/ or other Govt. subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE - VI

Pre-Bid Queries Format

Name of the Company / Firm:

Name of Person(s) Representing the Company/ Firm:

| Name of Person | Designation | Email-ID(s) | Tel. Nos. & Fax Nos. |
|----------------|-------------|-------------|----------------------|
| | | | |
| | | | |
| | | | |

Query / Clarification Sought:

| Sr.No. | RFP Page No. | RFP Clause No. | Clause Details | Query/Suggestion/ Clarification |
|--------|--------------|----------------|----------------|---------------------------------|
| | | | | |
| | | | | |
| | | | | |

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.

Annexure –VII

Commercial/Financial Offer Format

To,
Secretary,
Maharashtra Electricity Regulatory Commission,
13th Floor, Center-1, World Trade Center,
Cuffe Parade, Mumbai 400 005.

Sir,

Ref: RFP for Provision of Housekeeping Services in MERC, Mumbai

I/We, the undersigned offer to provide manpower for Housekeeping services in Maharashtra Electricity Regulatory Commission, Mumbai on the stipulated terms and conditions and other particular therein. I /We hereby submit our unconditional Commercial/Financial proposals as follows: -

I/We hereby offer INR _____
(Rupees _____) yearly Housekeeping Services.

It is understood that in case of discrepancy between amount quoted in words and figures, the amount quoted in words will prevail.

This proposal and all other details furnished by us shall constitute a part of our Bid.

It is understood that the quoted yearly service charges above is same throughout the service period and there will not be any enhancement.

I / We agree that my / our Bid shall remain valid for a period of 120 days from the Bid Due Date prescribed for submission of proposal.

I / We confirm that our above Commercial / Financial Proposal (Price Bid) is unconditional and that we accept all terms and conditions specified in the RFP. I / We agree to bind by this offer if we are the Successful Bidder.

For and on behalf of: -

Signature:
(Authorized Representative and Signatory of the Bidding Company)
Name of the Person: Designation
SEAL OF THE BIDDING ENTITY

Note:

1. The rate includes wages, EPF, ESI, Bonus, Cost of all materials, cost of required items as stated in scope of work, tools and machineries, equipment, Administrative charges, workmen compensation policies, insurance if any, communication facilities, safety equipment's etc, all taxes duties and levies etc. applicable in complete. It shall be the responsibility of the firm to quote the price after taking into consideration all statutory payments. No ambiguity should be there in the quoted price and the rate must be as per the format given above.
2. After evaluating the price bids received, the bidder who quoted the lowest (L-1) Price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then MERC will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidders who score highest marks, among the L-1 bidders.
3. The wages (per month) payable by the firm to your personnel as per Government of India minimum wages.
4. The commission quoted shall be in percentage and will be same for all categories of employees which are to be supplied by the agency.
5. Monthly payments shall be adjusted as per the requirement of personnel. In case of any decrease/ increase manpower, accordingly the payments on salary/ per personnel per month basis shall be adjusted in the receipt.

-----XXX-----