Request for Proposal for
Appointment of Agency for
Housekeeping Work at
Maharashtra Real Estate
Regulatory Authority, Mumbai

Maharashtra Real Estate Regulatory Authority
MAHARERA Building, 'A' Wing
Anant Kanekar Marg, Bandra (E), Mumbai 400051.
Phone: 022 68111600
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Glossary of Terms

The definitions of various terms that have been used in this RFP are as follows:

1. **“Request for Proposal (RFP)/ Tender”** means this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.

2. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and Buyer including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

3. **“Bidder”** means the parties who will be offering the solution(s), service(s) and/or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful bidder with whom the department signs the agreement for rendering of services for implementation of this project.

4. **“Proposal / Bid”** means the Technical and Commercial bids submitted for this project against this RFP.

5. **“Requirements”** shall mean and include all the documents prepared by the department for the Project, scope, Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.

6. **“The Vendor” or “Dealer” or “Successful Bidder”** means the Services Provider whose bid has been accepted by the department and with whom the order has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the SP's successors, representatives (approved by the department), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
1

Invitation for Bids
1. **Invitation for Bids**

1. MAHARERA, Mumbai invites online bids for appointment of an agency for Housekeeping Work at MAHARERA, Mumbai.

2. The successful bidder will be appointed for two years which can be extended to another one year through mutual consent, provided the requirement of the MAHARERA for such services persists at that time. However, MAHARERA, Mumbai has the right to review the contract at regular intervals on the basis of satisfactory performance in the previous period. MAHARERA, Mumbai Maharashtra may also call for revised technical/financial bid, from the technically qualified bidders, any time after one year if deemed necessary.

3. The contract may be curtailed/terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Bidder or because of change in the MAHARERA’s requirements etc. as may be specified in the contract to be signed between the parties. The MAHARERA, however, reserves right to terminate this initial contract at any time without giving any notice to the selected bidder.

4. Secretary, MAHARERA reserves the right to withdraw / relax any of the terms and conditions mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

5. The complete bidding document shall be published on https://mahatenders.gov.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.

6. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. Safe crypt, (n) Code, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

7. Bidders are also advised to refer “Bidders Manual Kit” available at https://mahatenders.gov.in for further details about the e-tendering process.

8. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
9. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MAHARERA. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MAHARERA requirements.

10. MAHARERA shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

11. MAHARERA shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MAHARERA in selecting the agency who qualifies through this RFP shall be final and MAHARERA reserves the right to reject any or all the bids without assigning any reason thereof. MAHARERA further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

12. MAHARERA may terminate the RFP process at any time without assigning any reason and upon such termination MAHARERA shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1.1. Bidding Schedule
The summary of various activities with regard to this invitation of bids are listed in the table below:-

<table>
<thead>
<tr>
<th>S No</th>
<th>Items</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RFP Reference No.</td>
<td>MAHARERA/Adm/1094/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Name of the Project</td>
<td>Request for Proposal for appointment of an agency for Housekeeping work at Maharashtra Real Estate Regulatory Authority.</td>
</tr>
</tbody>
</table>
| 3.   | RFP Document Download Start / Expiry Date & Time | **Start Date:** 19.11.2019 at 10:00 am  
**Expiry Date:** 28.11.2019 at 6:00 pm  
Please visit the below mentioned e-Tendering website [https://mahatenders.gov.in](https://mahatenders.gov.in) |
| 4.   | Last date (deadline) for submission of bids | On 28.11.2019 at 6:00 pm                                                   |
| 5.   | Date and Time of opening of Pre-Qualification proposals | On 21.11.2019 at 3.00 pm  
All bidders MUST remain present with hard copies of all documents provided in support of Pre-Qualification. |
<table>
<thead>
<tr>
<th>S No</th>
<th>Items</th>
<th>Description</th>
</tr>
</thead>
</table>
| 6.   | Date Time and Place of opening of Technical Bib and Financial Proposals | Technical Bib: 29.11.2019 at 11.00 a.m.  
Financial Proposals: 29.11.2019 at 03.00 p.m.                                         |
| 7.   | RFP Document Fee to be paid via Online Payment Gateway mode only.     | Rs. 1,000/- (Rupees Fifteen Thousands Only)                                                              |
| 8.   | Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only. | Rs. 56000/- (Rupees Fifty Six Thousands Only)                                                            |
| 9.   | Bid Validity Period                                                   | 90 days from the date of submission of Bid                                                               |
| 10.  | Performance Bank Guarantee / Security Deposit                        | Security deposit of an amount equal to 2% of the Contract value should be submitted in the form of Demand Draft in favour of “Maharashtra Real Estate Regulatory Authority, Mumbai”|

**Contact Person:** The bidders should meet the following officer for any type of queries related to this RFP.

**Officer:** Shri. Vasant Wani, Administrative Officer. MahaRERA  
SRA Building, 'A' Wing, 3rd floor, Anant Kanekar Marg, Bandra (E), Mumbai 400051  
Email Id: techoff2@Maharera.mahaonline.gov.in;  
Phone No: 022 – 68111600
Instructions to Bidder
2. Instructions to Bidders

2.1. Purpose
MAHARERA seeks the services of licensed and registered agencies for Housekeeping Work at MAHARERA, Mumbai” for the period of two years. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 3 of this RFP document.

2.2. Consortium and Subcontracting Conditions
Consortium and Subcontracting are not allowed for this RFP.

2.3. Completeness of Response
The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.4. Proposal Preparation Costs
1. The bidder shall submit the bid at its cost and MAHARERA shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MAHARERA and MAHARERA shall be at liberty to cancel any or all bids without giving any notice.

2. All materials submitted by the bidder shall be the absolute property of MAHARERA and no copyright / patent etc. shall be entertained by MAHARERA.

2.5. Amendment of RFP Document
1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

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

2.6. Supplementary Information to the RFP
If MAHARERA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.7. MAHARERA’s right to terminate the process
MAHARERA may terminate the RFP process at any time and without assigning any reason. MAHARERA reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the bid / RFP and information for the same would be published on the e-Tendering portal.
2.8. **Earnest Money Deposit (EMD)**

1. Bidders shall submit, EMD of Rs. 56000/- (Rupees Fifty Six Thousands Only) through online e-Tendering Payment Gateway mode only.

2. Unsuccessful Bidder EMD will be returned within 90 days from the date of opening of the Financial Proposal. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee (PBG)/ Security Deposit for an amount equal to 2% of the Contract value in the form of Demand Draft in favour of “Maharashtra Real Estate Regulatory Authority, Mumbai”

3. No interest will be paid by MAHARERA on the EMD amount and EMD will be refunded to the Successful Bidder without any accrued interest on it.

4. The Bid submitted without EMD, mentioned above, will be summarily rejected.

5. The EMD may be forfeited:
   a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
   b. In case of a Successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
   c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
   d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MAHARERA shall reject the bid and, if necessary, initiate action.

6. The decision of the MAHARERA regarding forfeiture of the EMD shall be final and binding upon bidders.

2.9. **Authentication of Bid**

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the RFP, proposal and annexures, etc. shall be signed and stamped by the person or persons signing the bid.

2. Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid.

2.10. **Language of Bids**

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MAHARERA’s discretion.
2.11. Bid Submission Format
The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.12. Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in two Envelopes system.
Submission of bids shall be in accordance to the instructions given in the Table below:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envelope A:</td>
<td></td>
</tr>
<tr>
<td>Pre-Qualification</td>
<td>The Pre-Qualification Proposal shall be prepared in accordance with the</td>
</tr>
<tr>
<td>Proposal</td>
<td>requirements specified in this RFP and the formats are prescribed in in</td>
</tr>
<tr>
<td></td>
<td>ANNEXURE 1 of this RFP</td>
</tr>
<tr>
<td></td>
<td>Pre-Qualification Proposal should be submitted through online</td>
</tr>
<tr>
<td></td>
<td>bid submission process only.</td>
</tr>
<tr>
<td>Envelope B:</td>
<td></td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>The Financial Proposal shall be prepared in accordance with the requirements</td>
</tr>
<tr>
<td></td>
<td>specified in this RFP and in the formats prescribed in ANNEXURE 2 of the</td>
</tr>
<tr>
<td></td>
<td>RFP.</td>
</tr>
<tr>
<td></td>
<td>Financial Proposal should be submitted through online bid submission process</td>
</tr>
<tr>
<td></td>
<td>only.</td>
</tr>
</tbody>
</table>

2. The following points shall be kept in mind for submission of bids;
   a. MAHARERA shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

   b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.

   c. MAHARERA may seek clarifications from the Bidder on the proposal. Any of the clarifications by the Bidder on the proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the proposal and should incorporate all the clarifications provided by the Bidder on the proposal during the evaluation of the technical offer.

   d. Financial Proposal shall not contain any technical information.

   a. If any Bidder does not qualify the Pre-Qualification criteria stated in Section 2.19 of this RFP, the Financial Proposals of the Bidder shall not be opened in the e- Tendering system.
b. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MAHARERA reserves the right to reject the proposal.

c. Proposals sent by fax/post/courier shall be rejected.

2.13. Late Proposal and Proposal Validity Period
Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

2.14. Modification and Withdrawal of Proposals
No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.15. Non-conforming Proposals
A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

a. If it does not comply with the requirements of this RFP

b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MAHARERA.

2.16. Acknowledgement of Understanding of Terms
By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.17. Bid Opening

a. Total transparency shall be observed and ensured while opening the Proposals/Bids.

b. MAHARERA reserves the rights at all times to postpone or cancel a scheduled Bid opening.

c. Bid opening shall be conducted in two stages.

i. In the first stage, Pre-Qualification proposals shall be opened and evaluated as per the criteria mentioned in Section 2.19 of the RFP. Financial Proposals of bidders who pass the Pre-Qualification criteria shall be opened.
ii. In the second stage, Financial Proposal of those Bidders, whose Pre-Qualification Proposals qualify, shall be opened. All Bids shall be opened in the presence of Bidder’s representatives who choose to attend the Bid opening sessions on the specified date, time and address.

d. The Bidder’s representatives who are present shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MAHARERA, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, MAHARERA will continue process and open the bids of the all bidders.

e. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MAHARERA has the right to reject the bid after due diligence is done.

2.18. Evaluation Process

a. MAHARERA will form Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.

b. TEC shall review the Pre-Qualification proposal of the Bidders to determine whether the requirements as mentioned in Section 2.19 of the RFP are met. Incomplete or partial Proposals are liable for disqualification, but TEC reserves the right to seek clarification, missing or clarification on incomplete responses if required. All those Bidders, whose Pre-Qualification proposal meets the requirements shall be selected for opening of the technical proposal.

c. TEC shall review the Proposal of the Bidders to determine whether the proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification, additional documents if required.

d. The Financial Proposals of the Pre-Qualified bidders shall be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements.

e. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.

f. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.
2.19. Pre-Qualification criteria

<table>
<thead>
<tr>
<th>S No</th>
<th>Eligibility Criteria</th>
<th>Document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>PQ1</td>
<td>The Bidder should be a Registered Company/Partnership/Sole Proprietorship in India for providing housekeeping and should be in existence for at least the last 3 (Three) years as on date of submission of the proposal</td>
<td>Copy of valid documentary proof of registration</td>
</tr>
<tr>
<td>PQ2</td>
<td>Bidder should be registered with the Income Tax and also registered under the Labor laws, Employees Provident Fund Organization, Employees State Insurance Corporation and other relevant laws in force.</td>
<td>• Details of income tax registration (PAN No.)&lt;br&gt;• Copy of the Employee Provident Fund registration letter / certificate.&lt;br&gt;• Copy of the Labor License under the Contract Labor (Regulation &amp; Abolition) Act.&lt;br&gt;• Copy of the Employee State Insurance registration letter / certificate</td>
</tr>
<tr>
<td>PQ3</td>
<td>Bidder should have minimum average turnover of Rs. 50 lakhs (Rupees Fifty lakhs) from the supply of housekeeping service during the last 3 (Three) financial years (FY 2018-19, 2017-18, 2016-17).</td>
<td>A Certificate from a CA clearly stating that the turnover is Rs. 50 lakhs (Rupees Fifty lakhs) from housekeeping services and Copy of the audited balance sheet and Profit &amp; Loss Statement of the company duly certified by statutory auditor</td>
</tr>
<tr>
<td>PQ4</td>
<td>Bidder should have experience of providing manpower for housekeeping services for at least 1 (one) projects each costing not less than 50 lakhs to any Central Govt. / State Govt./ Public Sector Undertaking (PSU)/private organizations in India in the last 3 years as on date of submission of bid.</td>
<td>Copy of Work Orders + Completion certificates from client</td>
</tr>
<tr>
<td>S No</td>
<td>Eligibility Criteria</td>
<td>Document to be submitted</td>
</tr>
<tr>
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<td>--------------------------</td>
</tr>
<tr>
<td>PQ5</td>
<td>The bidder should have an office in Mumbai.</td>
<td>Relevant Documents or Undertaking signed by the Authorized Signatory.</td>
</tr>
<tr>
<td>PQ6</td>
<td>Bidder should not be banned from participating in any of the Tenders by Government of Maharashtra / Any State Government / Government of India as on date of submission of the Bid. Also, the bidder shall not be under a Declaration of ineligibility for corrupt or fraudulent practices with any of the Government or Public Sector Undertaking (PSU) units.</td>
<td>A self-certified letter signed by the Authorized Signatory of the Bidder.</td>
</tr>
</tbody>
</table>

### 2.20. Evaluation of Pre-Qualification Proposals

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.

2. Bidder shall be evaluated as per Pre-Qualification criteria mentioned at Section 2.19 The bidders who fulfil all the Pre-Qualification criteria shall qualify for further technical evaluation.

3. MAHARERA reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the evaluation process.

### 2.21. Financial Proposal Evaluation

1. The financial proposal of only the qualified Bidders shall be opened for the evaluation.

1. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.

2. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
2.22. Award Criteria
   a) The work shall be awarded to the bidder whose Commercial Offer shall be determined to be L1, the lowest evaluated valid offer.
   
b) However, the Secretary, MAHARERA reserves the right to further negotiate the prices quoted by the L1 bidder.
   
c) If there is more than one bidder having the lowest offer, MAHARERA reserves the right to select the Bidder(s) and that will be binding on all bidders.

2.23. MAHARERA’s Right to Accept any Bid and to Reject any or All Bids
MAHARERA reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MAHARERA’s action.

2.24. Letter of Intent
Prior to the expiration of the period of bid validity, MAHARERA will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder’s furnishing of Performance Security, MAHARERA will promptly notify each unsuccessful bidder.

2.25. Signing of Contract
MAHARERA shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement for the period of 2 Years with MAHARERA within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by MAHARERA.

2.26. Failure to agree with the Terms & Conditions of the RFP / Contract
Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MAHARERA may invite the next best bidder for negotiations or may call for fresh RFP.

2.27. Performance Bank Guarantee / Security Deposit
   1. The Successful Bidder shall at his own expense submit with MAHARERA within 2 (Two) working days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, PBG/Security Deposit in the form a Demand Draft (DD) from Nationalized or Scheduled Bank, payable at Mumbai, for the due performance and fulfillment of the contract by the bidder.
   
   2. The PBG/Security Deposit shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
3. The PBG/Security Deposit will be in the form of a DD for an amount equal to 3% of the Contract value. All charges whatsoever such as premium; commission etc. with respect to the PBG/Security Deposit shall be borne by the bidder.

4. The PBG/Security deposit shall be valid until the end of six months after the completion of the contract (i.e. two years) with successful bidder. After the completion of period security deposit amount will be refunded after deduction of penal amount, if any.

5. In the event of the Bidder being unable to service the contract for whatever reason MAHARERA would forfeit PBG/security deposit. Notwithstanding and without prejudice to any rights whatsoever of MAHARERA under the contract in the matter, the proceeds of the PBG shall be payable to MAHARERA as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Contract. MAHARERA shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

6. MAHARERA shall also be entitled to make recoveries from the bidder’s bills, PBG/Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
3

Scope of Work
3. **Scope of Work**

a) The bidder has to provide Housekeeping Supervisor, cleaning staff, housekeeping material/equipment in sufficient numbers to maintain the premises as required and to the satisfaction of the MAHARERA.

b) The selected Bidder shall supply and maintain the staff as per the scope of work and for the entire period of the agreement, which is for two years. The details of the area for Housekeeping Services to be provided is as mentioned below. Its proper cleanliness and general upkeep shall be ensured by the bidder and are kept in a perfect state of cleanliness and hygiene at all times to the entire satisfaction of the administrative department of MAHARERA.

c) The Contractor shall provide its staff a minimum of two sets of uniforms. The employees shall also display a photo identity card clipped to the shirt at all times.

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Office Location</th>
<th>Nos. of Cabins</th>
<th>Nos. of Rooms</th>
<th>No. of Toilets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maharashtra Real Estate Regulatory Authority, Housefin Building, BKC Bandra (E), and Churchgate Office.</td>
<td>31</td>
<td>43</td>
<td>23</td>
</tr>
<tr>
<td>1.1</td>
<td>BKC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Churchgate</td>
<td>3</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

Sufficient care has been taken to provide the details of areas for housekeeping. Still the bidders are expected to visit site and meet Admin officer for more clarification on scope of work before submitting their tender.

d) Housekeeping services will be comprehensive in nature relating to all areas within the premises and shall include but not limited to the following:

i. Sweeping, Vacuum Cleaning/Cleaning and wiping of floors of different types including carpet surfaces, Staircases, windows, corridors, lifts and lobbies. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/cleaning/mopping work before 9.30 AM

ii. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, blinds, windows, computers, telephones, curtains, photocopiers, signages etc. with dry/wet cloth, feather brush and duster

iii. Thorough cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc.
iv. Replenishing all toiletries including hand towels papers, Liquid soap, toilet rolls/GRD air freshener and tissue boxes after daily check-ups in the morning, afternoons and on call basis during daytime.

v. Upkeep and maintenance of the pantry area to operate the necessary equipment’s such as fridges, Microwave Owen, Water coolers, Water Dispensers, Tea Vending Machine etc.

vi. Maintenance of Proper registers/records for the jobs carried out on daily, weekly and monthly basis.

vii. The Bidder has to supply all the necessary consumable items, equipment, tools, tackles and vacuum cleaners of approved make including supplying labour, supervisors and materials for daily, weekly and monthly activities as per terms and conditions, and as directed to the entire satisfaction of the representative of the Admin. Dept.

e) Jobs to be carried out Daily:

i. Sweeping, Cleaning, vacuuming and wiping of floors of different types including carpet surfaces, Staircases, corridors, lifts and lobbies, meeting areas, cabins etc.

ii. Dusting and polishing/brushing of Low high partitions, Glazed & Panelled partitions glass panes, venetian blinds, Door Mats, Tables, chairs, Workstations, conference rooms, Library, Visitors’ rooms etc.

iii. Acid Cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including area at hinges and cistern handles. Restock toiletries, which include Liquid hand soap, toilet paper, air freshener, and Sanitary cubes hand towels (M-fold/C-fold) and Naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.

iv. Sweeping, cleaning of unconstructed area / garden, passage, premises etc. or any other area directed by MAHARERA officials.

v. Dusting of Telephone Sets, PC, Printers, Photocopier machines, Fans, Network Equipment.

vi. Any other duties assigned by Admin department of MAHARERA.

vii. Pantry Area:

1. Sink, Khurra, draining boards, platforms, dado, cabinets, coolers, hot case exposed surfaces shall be cleaned and washed with approved quality liquid detergents, soap, air purifier, acids, stain removers, mopping, dusting all as directed (One time daily and also as and when required due to exigencies)

2. Fridges, Microwave Owen within the areas should be kept clean inside and out, and defrosted when appropriate
3. Tea/Coffee Machines should be cleaned every day in the morning.
4. Check & clean water dispenser & vending machine functioning every hour.
5. Dirty glasses/Cups/Bottles should be removed immediately from conference/meeting rooms/cabins and workstations

viii. Removal of waste papers and any garbage and blockage/choking from the entire area covered under the tender (Two times daily and as and when required)
ix. Cleaning of baskets, bins, and disposing off all the collected refuse at designated site on daily basis (Two times daily and as and when required)
x. Conference room / Meeting Rooms / Discussion rooms to be checked on regular intervals / call basis. Water bottles, tea cups, paper plates, crockery etc., be cleared regularly so that the area never looks dirty, Tables, cabinets, switchboards, white boards, doors and partitions etc. should be cleaned every day, water Bottles to be replenished and kept clean, Face tissues, notepads to be arranged.
xi. Spraying room Fresheners / Air Fresheners daily at regular intervals at various cabins/rooms
xii. Shifting of furniture and other items from one floor to another or within the floor as and when required by the administration

f) Jobs to be carried out Weekly:
   i. Vacuuming, brushing and shampooing of all carpet area, chairs and sofas(Once in a week and as and when required)
   ii. Cleaning and dusting of electrical switch boards, light fixtures, fans, air conditioner vents, overhead light fixtures, firefighting equipment, name plates, artifacts, plant boxes, etc. (Once in a week).
   iii. Thorough Cleaning of Water Dispensers and Water coolers (Once in a week and as and when required).
   iv. All other works which are listed in Daily Cleaning Section but not mentioned in this section will be attended

g) The bidder has to provide workforce in sufficient numbers to maintain the premises as required and to the satisfaction of the administration.

h) The bidder shall, however, survey the area and make assessment of the manpower requirement on its own to maintain the premises as required by MAHARERA. One housekeeping supervisor has to be deployed by the agency who will be single point of Contact for MAHARERA for all the housekeeping related matters as prescribed in this contract.
i) Checklist Maintenance:
   i. Checklists has to be maintained for Toilets, general cleanliness etc. would be under administration of the supervisor. He would sign the checklist after random physical inspection of these areas.
   ii. The bidders will have to maintain an inventory of 100% of all consumable items at all times.
   iii. The bidders will be responsible for any indiscipline, damage to equipment property and third party liabilities caused by acts on part of its deployed manpower at MAHARERA premises for housekeeping services.
   iv. The bidders must provide necessary standard liveries to its housekeeping staff /supervisors with their identity properly displayed. No extra payment shall be claimed from MAHARERA for such items.
   v. In the event of any theft/loss of MAHARERA property due to established negligence of the agency’s deployed manpower, the bidder will make good the loss as decided by MAHARERA. Decision of MAHARERA on the compensation will be final.

j) Housekeeping Material/Equipment to be provided by The Bidder at MAHARERA premises during maintenance period

<table>
<thead>
<tr>
<th>Material</th>
<th>Supplier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floor Duster</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vim Liquid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room Freshener (Airwick)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tissue Papers(Face tissue)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Wiper (Gala/Scotchbrite)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft Brooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phenyl</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toilet Brush</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glass Wiper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage Bag (Big/Small)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquid Soap Refills (Dettol/Lifeboy)</td>
<td></td>
<td>Dettol Soap</td>
</tr>
<tr>
<td>Dish Washing Powder(Fena)</td>
<td></td>
<td>Hit Spray(Black &amp; Red)</td>
</tr>
<tr>
<td>Toilet cleaning Liquid(Harpik)</td>
<td></td>
<td>Odonil cubes</td>
</tr>
<tr>
<td>Tissue Papers(C-Fold)</td>
<td></td>
<td>Toilet Paper rolls</td>
</tr>
<tr>
<td>Scotches Brite Pads</td>
<td></td>
<td>Flat Mop, Round Mop</td>
</tr>
<tr>
<td>White Dusters</td>
<td></td>
<td>Yellow Dusters</td>
</tr>
<tr>
<td>Dust Pans</td>
<td></td>
<td>Control Mop</td>
</tr>
<tr>
<td>Colin</td>
<td></td>
<td>Domex/Lizol</td>
</tr>
<tr>
<td>Hand Brush(Scrubber)</td>
<td></td>
<td>Toilet Brushes(WC)</td>
</tr>
<tr>
<td>Buckets/Baskets</td>
<td></td>
<td>Naphthalene Balls</td>
</tr>
<tr>
<td>Gloves</td>
<td></td>
<td>Big Size Dustbin for Garbage removal</td>
</tr>
</tbody>
</table>

The bidder shall also provide any other material required but not specified above in table and in the RFP. No extra payment shall be claimed by the successful bidder from MAHARERA for such materials.
k) No. of persons required for housekeeping are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Qualification</th>
<th>Number of Employees</th>
</tr>
</thead>
</table>
| 1       | Supervisor        | 1. Education- minimum graduate of any discipline  
2. Minimum 1 year experience of administration as supervisor Or Similar post in Govt./PSU of similar nature. | 1                   |
| 2       | Housekeeping Staff* | Skilled, semi-skilled or unskilled labour                                      | 14                  |

Note:

MAHARERA reserves the right to increase or decrease the no. of housekeeping staff as per the requirement.
Request for Proposal for Appointment of an agency for Housekeeping Work at Maharashatra Real Estate Regulatory Authority, Mumbai

4

General Conditions of Contract (GCC)
4. General Conditions of Contract (GCC)

4.1. Terms and Conditions

a) The contract shall remain valid for two years unless, it is curtailed or terminated by MAHARERA inter alia owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract and/or as provided under the contract including Non-compliance with any relevant labour laws, or change in requirements of the MAHARERA or for any other reasons as stipulated in the contract to be entered into with successful bidder.

b) The contract shall automatically expire after two years unless extended further by the mutual consent of contracting agency and MAHARERA for another period of one year on the same terms and conditions or with some additions / deletions / modifications, as mutually agreed between the parties.

c) The contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.

d) The bidder will be bound by the details furnished by him/ her to MAHARERA while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

e) MAHARERA reserves right to terminate the contract at any time after giving a one month’s notice to the selected agency with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

f) The bidder must employ adult and skill labour only. Employment of child labour will lead to the termination of the contract.

g) The Bidder shall engage reliable person after doing the proper character and police verification and other formalities, impose any conditions as per prevailing contractual labour law for such engagements, take any disciplinary actions against any such person or reward any such person for efficiency at work etc., at its sole costs, risks and responsibilities.

h) The Bidder should provide sufficient number of staff required for completion of the required scope of work. The staff in uniforms as approved by In-Charge only shall be allowed for duty. The workers shall be supplied with sufficient sets of uniforms by the contractor so that they wear them at all time and keep them clean.

i) The bidder’s personnel shall follow and adhere to all procedures and processes as laid down by MAHARERA.

j) Working Hours –
   a. All the housekeeping services will be provided for six days a week including on Intervening holidays.
b. Housekeeping staff deployed by the agency shall be required to work in for six days a week from Monday to Saturday from 0800 hrs. to 1800 hrs. with half an hour lunch break. The manpower will also be called upon to perform duties on Saturday/Sunday and other holidays where required. No extra charge will be paid for attending the office on such holidays.

c. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/cleaning/mopping work before 9.30 AM.

k) For the manpower deployed, the agency will keep with them, their present and permanent address, adhar card, education qualification details, specimen signature and two passport size photographs and furnish this details/information to MAHARERA, as and when required. The bidder will provide identity cards to the manpower deployed to work at MAHARERA.

l) The staff deployed by the agency will maintain office decorum. They will be courteous, polite, cooperative, in good health and character and be able to discharge their responsibilities of housekeeping work. The bidders will verify the character antecedents before deploying any person at MAHARERA.

m) The agency will ensure that the services rendered by its deployed manpower are perfectly valid, legal and not in violation of any civil, criminal, labour, municipal or industrial law. MAHARERA stands indemnified for any default caused by the bidder in the discharge of housekeeping services. The agency shall deal with and settle the matters related with working conditions and sure that no labour disputes/problems are referred to MAHARERA or make MAHARERA a party to the same. It shall totally indemnify MAHARERA and its officers in this regard.

n) The agency would be under obligation to replace any manpower, whose conduct/performance/health/habit is found to be unsatisfactory, at its own costs, risks and responsibilities immediately, with written intimation to MAHARERA.

o) The manpower deployed for housekeeping service will remain available at the place of their duty roaster and would report to supervisor posted by the agency. The supervisor will ensure that tender specified manpower is available at the place of duty all times.

p) If MAHARERA finds that the tender specified manpower is not able to provide satisfactory service, the agency will have to provide additional hands without any increase in the monthly bill.

q) The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan smoking, loitering without work. The staff deployed should always be disciplined, properly dressed and be presentable all the time during duty.

r) The agency should provide the details of all the Manpower proposed to be deployed at the MAHARERA site. All the personnel deployed by the agency should always carry the identity
card provided by the agency. Agency’s personnel would be frisked by the security personnel appointed by MAHARERA both while entering and leaving the premises.

4.2. The Bidder’s Obligations

a) The Bidder should comply with all applicable laws and rules of GoI/GoM/ULB. The Bidder shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and MAHARERA shall have the right to enquire into and decide all complaints on such matters.

b) The agency shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law and as stipulated by PFRDA and this includes Contract Labour (Regulation and Abolition) Act 1970, Shops and Commercial Establishments Act, The Employees Provident Funds and Miscellaneous Act 1952, The Employees State Insurance Act 1948, The workmen’s Compensation Act 1923, The payment of gratuity Act, The payment of Wages Act 1936, The payment of Bonus Act 1965, The minimum wages Act 1948 etc., including modifications up to date of tender.

c) The Bidder shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the bidder only and the MAHARERA shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

d) MAHARERA shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.

e) The Bidder shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

f) The Bidder shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.

g) The Bidder shall issue identity cards / identification documents to all its employees who will be instructed by The Bidder to display the same.

h) The personnel of The Bidder shall not be the employees of the MAHARERA and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Bidder shall make them known about this position in writing before deployment under this agreement.

i) The Bidder shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc.

j) Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

k) All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the purchaser.
l) The Bidder shall not employ any person below the age of 18 years old. Manpower engaged shall be trained for providing services.

m) The bidder will be solely responsible for the employment of persons and payment of salaries, allowances and other benefits to his staff and MAHARERA shall in no way responsible for the same. The Bidder should not wait for the MAHARERA’s payment to pay to his staff. The payment also may be made through Bank / cheque and salary slip should be issued to the labourers. EPF should be deducted and the same should be in the name of labourers.

n) In case any workman of the service provider suffers injury / damage or meets with an accident during the discharge of duties, the entire cost of compensation should be borne by the successful bidder and Purchaser (MAHARERA) shall stand indemnified against any such claim for compensation.

o) The Bidder shall be responsible for the watch and ward of the material provided by him against leakage and breakage during the period of execution and thereafter however, any damage, pilferage etc. shall be compensated by the bidder without assigning reason thereof.

p) Proper substitute arrangement is required to be made against absent.

q) The labourers shall also be given weekly off after six continuous working days.

4.3. The Bidder’s Liability

a) The Bidder shall completely indemnify and hold harmless the purchaser (MAHARERA) and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

b) The bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the bidder contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

4.4. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India

4.5. Payment Terms

a) No advance payment shall be made. The initial cost of the Contract shall be valid for a period of 24 months (Two Years). No price escalation, shall be entertained by MAHARERA.
b) In addition to the Contract payments, MAHARERA shall pay for any additional services required by the Client, which are not specified in the Price Schedule, the cost for which will again be mutually decided by the Client and the Contractor.

c) The Bidder’s request(s) for payment shall be made to the MAHARERA in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted along with attendance sheet duly verified by in respect of the persons deployed, payment made towards statutory bodies/Government departments (along with the details of manpower deployed) and upon fulfilment of other obligations stipulated in the contract. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.

d) The Bidder shall raise invoice per month and submit the same to MAHARERA by 5th of every following month. MAHARERA shall make all endeavor to make payments within 30 days from the date of the receipt of the invoice, to the Bidder.

e) Payments shall be made promptly by the MAHARERA within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the MAHARERA’s Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.

f) Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.

g) MAHARERA shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. MAHARERA shall provide a certificate certifying the deduction so made.

h) The penalty shall be calculated and deducted from the immediate payment due.

4.6. Confidential Information

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

4.7. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.8. Force Majeure

a) The Successful Bidder shall not be liable for termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of MAHARERA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

4.9. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 5.7 (2) shall become applicable.

2. Arbitration:
   a) In the case of dispute arising, upon or in relation to, or in connection with the contract between MAHARERA and the Successful Bidder, which has not been settled amicably, any party
can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the MAHARERA and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, MAHARERA. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

b) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MAHARERA and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

4.10. Termination

This Contract may be terminated forthwith by either party by giving written notice to the other if:

a. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

b. The Contract may be terminated forthwith by the MAHARERA by giving written notice to the Bidder, if:

i. In case of breach of any of terms and conditions of the Contract by the Bidder, the Secretary, MAHARERA shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by MAHARERA and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

ii. The Bidder does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

iii. The Contractor goes bankrupt and becomes insolvent.
4.11. Penalty Clause

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Penalty per day per event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Not maintaining daily or Weekly cleaning timetable</td>
<td>Rs.100/-</td>
</tr>
<tr>
<td>2.</td>
<td>Not obeying orders of Staff or non-satisfactory work</td>
<td>Rs.500/-</td>
</tr>
<tr>
<td>3.</td>
<td>Inadequate stock of disinfectant &amp; detergent etc.</td>
<td>Rs.100/-</td>
</tr>
<tr>
<td>4.</td>
<td>Non supply of items for cleaning to worker</td>
<td>Rs.100/-</td>
</tr>
<tr>
<td>5.</td>
<td>The housekeeping staff including supervisors must be in proper, full and clean uniform. Non supply of uniform to staff including supervisor.</td>
<td>Rs.100/-</td>
</tr>
<tr>
<td>6.</td>
<td>Every compliant of Staff regarding inappropriate cleaning (After enquiry)</td>
<td>Rs.500/-</td>
</tr>
<tr>
<td>7.</td>
<td>Appointment of Child labour</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>8.</td>
<td>The Bidder should disburse salary before 10th of every month. Delay in disbursement of the salary to its deployed manpower, inclusive of other allowance.</td>
<td>Rs.100/-</td>
</tr>
</tbody>
</table>

Note: Penalties levied shall be recovered from the Commission amount of the succeeding month. The bidder shall not have right to recover the penalty amount from deployed manpower salary for above causes.

4.12. Risk Purchase

The Bidder fails to deliver the services of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, MAHARERA is entitled to cancel the contract and repurchase the services not delivered at the risk and cost of the defaulting bidder. In the event of such a risk purchase, the defaulting bidder shall be liable for any loss which MAHARERA may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the services by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.
5.

Annexures
5. Annexure

1. Annexure 1 - Guidelines for Pre-Qualification Bid

1.1. Format: Bidder’s and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.
**Request for Proposal for Appointment of an agency for Housekeeping Work at Maharashtra Real Estate Regulatory Authority, Mumbai**

<table>
<thead>
<tr>
<th>S No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Basic Details</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Name of The Bidder</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Address and contact details of Bidding firm: (Provide supporting document)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Telephone Number, FAX Number and Email Address</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Contact person details (Name, Designation, Contact number etc.), to whom all references shall be made regarding this RFP</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Status of Company (Public Ltd., Pvt. Ltd., Partnership/Sole Proprietorship etc.)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Firm Registration Number and Year of Registration</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of ownership (Name and Address of the Board of Director, Partners etc.)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Name of the authorized Signatory who is authorized to sign all the relevant documents (Power of Attorney, if required)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Details of income tax registration (Provide Supporting documents)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Employee PF Registration No.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>ESIC Registration No. (Provide Supporting documents)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Annual Average Turnover of Rs. 50 lakhs (Rupees Fifty lakhs) from the supply of housekeeping staff during the last 3 (Three) financial years (FY 2016-17, 2017-18, 2018-19). (CA Certificate, Balance Sheet and P&amp;C to be attached)</td>
<td>FY2016-17, FY2017-18, FY2018-19</td>
</tr>
<tr>
<td><strong>B. Details for registration under Companies Act, 1956</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Registration Number of the Bidder in case of company/LLP</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Place of registration</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Product/service for which tenderer is registered</td>
<td></td>
</tr>
<tr>
<td><strong>C. Details for registration with appropriate authorities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>GST registration details</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Company’s GST Number.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>TAN Number</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Company’s Permanent Account Number (PAN)</td>
<td></td>
</tr>
</tbody>
</table>
## Request for Proposal for Appointment of an agency for Housekeeping Work at Maharashtra Real Estate Regulatory Authority, Mumbai

<table>
<thead>
<tr>
<th>S No</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Details about Competency of The Bidder</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Details of successfully executed at least 3 (Three) order for providing manpower for housekeeping services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. Undertaking about Not Blacklisted</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>self-certified letter signed by the Authorized Signatory</td>
<td></td>
</tr>
</tbody>
</table>

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

Authorized Signatory

Name &

Seal
1.2. Format: Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder) Place:

Date:

To

The Secretary
Maharashtra Real Estate Regulatory Authority
Mumbai—400051

Subject: Submission of proposal in response to the Request for Proposal for appointment of an agency for Housekeeping work at Maharashtra Real Estate Regulatory Authority.

RFP Reference No:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the “Request for Proposal for appointment of an agency for Housekeeping work at Maharashtra Real Estate Regulatory Authority.”

We attach hereto our responses to Pre-Qualification requirements & Financial Proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MAHARERA, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MAHARERA in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.
It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

______________________________

Signature of Authorized Signatory (with official seal)

Name : 
Designation : 
Address : 
Telephone & Fax : 
E-mail address : 
1.3. Format: Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To

The Secretary
Maharashtra Real Estate Regulatory Authority
Mumbai—400051

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: MAHARERA/Adm/5/2018

Dear Sir,

I, authorized representative of ________________________, hereby solemnly confirm that the Company ________________________ is not banned by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MAHARERA, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you, Yours faithfully,

____________________
Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :
Telephone & Fax : E-mail address :
2. **Annexure 2 – Guidelines for Financial Proposal**

2.1. **Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the bidder)

Date:

dd/mm/yyyy

To,
The Secretary
Maharashtra Real Estate Regulatory Authority
Mumbai—400051

**Subject:** Submission of proposal in response to the Request for Proposal for appointment of an agency for Housekeeping work at Slum Rehabilitation Authority.

**RFP Reference No:** MAHARERA/Adm/1094/2019

Dear Sir,

We, the undersigned, offer to provide the services for “**Request for Proposal for Appointment of an agency for Housekeeping Work at Maharashtra Real Estate Regulatory Authority, Mumbai**” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by MAHARERA. This amount is inclusive of all taxes as listed at ANNEXURE 2.2 attached and Good and Service tax and cess will be extra.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

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

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

Yours sincerely,

Authorized Signature [**In full and initials**]: Name and Title of Signatory:
Date and Stamp of the signatory
Name of Firm:
## 2.2. Financial Proposal Format & Instructions

RFP Reference No: MAHARERA/Adm/ 1094/2019

Cost of Services for providing Housekeeping Services at Maharashtra Real Estate Regulatory Authority, Mumbai.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Rate (INR)</th>
<th>Qty.</th>
<th>No. of Months</th>
<th>Total Amount/Month in INR (Goods and Service Taxes and Cess Extra)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Administrative Cost / month including cost of Consumable material and equipment</td>
<td>1</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Commission per person per month (Housekeeping Supervisor)</td>
<td>1</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Commission per person per month (Cleaning Staff )</td>
<td>14</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#Total Amount In Figure

Total Amount in Words

* MAHARERA reserves the rights to increase or decrease the number of staff required as per their requirement.

# This amount will be considered for arriving at L1 bidder.

### Instructions:

a. The quoted rates should be valid for Two year from the date of contract agreement.

b. The bidder should fill rates for all the items mentioned here. If rate for any item is not mentioned then the bid will be rejected by MAHARERA.

c. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items.

d. MAHARERA may use the same rate for the other offices under MAHARERA during the contract period.

e. The successful bidder should make necessary monthly salary payment to their supervisor and cleaning staff and the details of the same shall be submitted to MAHARERA for making necessary payments. The invoice should be submitted along with attendance sheet duly verified by in respect of the persons deployed, payment made towards
statutory bodies/Government departments (along with the details of manpower deployed) and upon fulfilment of other obligations stipulated in the contract. Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF, Gratuity, Bonus and any other charges etc.) per person per month should be as mentioned in following table. The successful bidder cannot deduct any arbitrary amount from the salary of deployed manpower.

Administrative Cost per month should also include cost of training and Uniform etc. to supervisor and cleaning staff.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate %</th>
<th>Category</th>
<th>Supervisor</th>
<th>Cleaning Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Basic</td>
<td>--</td>
<td>10856.00</td>
<td>10021.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Spl. Allowance</td>
<td>--</td>
<td>390.00</td>
<td>390.00</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Total</td>
<td></td>
<td>11246.00</td>
<td>10411.00</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>HRA</td>
<td>5%</td>
<td>562.00</td>
<td>521.00</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Washing Allowance/CLA</td>
<td>--</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total</td>
<td></td>
<td>11808.00</td>
<td>10932.00</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PF</td>
<td>13.00</td>
<td>1462.00</td>
<td>1353.00</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>ESIC/W.C.</td>
<td>3.25</td>
<td>384.00</td>
<td>355.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Bonus</td>
<td>8.33</td>
<td>937.00</td>
<td>867.00</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Leave</td>
<td>6.73</td>
<td>757.00</td>
<td>701.00</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Holiday</td>
<td>1.28</td>
<td>151.00</td>
<td>140.00</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Labour Welfare Fund</td>
<td>-</td>
<td>6.00</td>
<td>6.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>15,505.00</td>
<td>14,354.00</td>
<td></td>
</tr>
</tbody>
</table>

As per Government of Maharashtra GR/notification above mentioned wages can be revised time to time.
3. **Annexure 3 – Format for Power of Attorney**

Know by all men by these presents, we___________________ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms._ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of ___________________________ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “Appointment of an agency for Housekeeping Work at Maharashtra Real Estate Regulatory Authority, Mumbai”, including signing and submission of all documents and providing information / responses to the MAHARERA, representing us in all matters before MAHARERA, and generally dealing with the MAHARERA in all matters in connection with our Proposal for the said Project.

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

For___________________
Name:
Designation:
Date:
Time:
Seal:
Business Address:

Accepted,
___________________ (Signature)
(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- The Power of Attorney shall be provided on Rs.100/- stamp paper.

- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.
4. Annexure 4 - Format for Pre-Bid queries

RFP Reference No: MAHARERA/Adm/1094/2019

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause No.</th>
<th>Page No.</th>
<th>Content of RFP Requiring Clarification</th>
<th>Change Requested/ Clarification required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature:
Name of the Authorized signatory:
Company seal:
Date and Stamped
5. **Annexure 5 - Format for Projects Citation**

<table>
<thead>
<tr>
<th>S No</th>
<th>Item</th>
<th>Details</th>
<th>Attachment Ref. Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Date of Work Order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Client Details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Scope of Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Contract Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Completion Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.*