

#### **TEXTILES COMMITTEE**

### **DOCUMENT NO:**

#### **TEXTILES COMMITTEE**

(Ministry of Textiles, Government of India)
P. Balu Road, Prabhadevi Chowk, Prabhadevi,
Mumbai – 400 025

OPEN TENDER DOCUMENT FOR PROVIDING HOUSE KEEPING SERVICES TO THE ESTATE OF TEXTILES COMMITTEE AT PRABHADEVI, MUMBAI – 400 025.

Tender No: 51/17/2014-AD

ISSUED TO:	
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	the Secretary, Textiles Committee, Mumbai-400
025 to be submitted along v	with the above technical bid & cover should
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#### <u>SECTION – I</u> NOTICE INVITING TENDER

#### **TEXTILES COMMITTEE**

(Government of India, Ministry of Textiles)
P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025

Tender Item	Providing House keeping services to the estate of Textiles Committee at
	Prabhadevi
Tender No. & Date	No. 51 / 17 / 2014- AD dated 10.10.2014
Tender Document available with	Empowered Committee (House-Keeping), Textiles Committee, 4 <sup>th</sup> floor, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025
EMD / Bid Security	Rs. 50,000/-
Cost of Tender	Rs.500/- per document
Document	
Date of Issue of Tender	03.11.2014 to 14.11.2014 (between 11.00 am to 4.30 p.m.)
document	
Pre-Bid Meeting	On 17.11.2014 to clarify doubts, if any, to the bidders at Textiles
	Committee, 4 <sup>th</sup> floor, P. Balu Road, Prabhadevi, Mumbai -400 025.
Time and Date of	On or before 24.11.2014 till 12.00 p.m.
submission of Tender	
Date & time for opening	i) Opening of Technical bid – 24.11.2014 at 3.00. p.m.
the Tenders	ii) Opening of commercial hid OF 12 2014 at 2 00 mm
	ii) Opening of commercial bid - 05.12.2014 at 3.00 p.m.

Sealed tenders are hereby invited on behalf of Secretary Textiles Committee, Mumbai for contract for providing housekeeping services to the estate of Textiles Committee, at P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025.

- 2. The Indian Companies / Firms registered with Assistant Labour Commissioner to provide house keeping services and having executed similar contracts with Government /Reputed Companies are eligible to participate in the tender.
- 3. EMD (Earnest Money Deposit) / Bid Security in the form of Bank Guarantee / Demand Draft / Pay Order drawn on any Nationalized Bank will be Rs.50,000/-(Rupees Fifty Thousand) only.
- 4. Intending bidders may obtain copy of the tender document from the Empowered Committee (HK), Textiles Committee, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai- 400025 on payment of Rs.500.00 (Rupees Five Hundred Only) Non Refundable, w.e.f. 3.11.2014 to 14.11.2014 between 11.00 hrs. to 16.30 hrs. on all working days. The payment will be accepted in the form of Crossed Demand Draft / Pay Order, drawn on any Nationalized Bank in favour of Secretary, Textiles Committee, Mumbai.
- 5. Bidders may please note that complete Tender Document is available on the website <a href="https://www.textilescommittee.nic.in">www.textilescommittee.nic.in</a> for the purpose of downloading. Application made on such forms shall be considered valid for participating in the tender on payment of Document Cost in the form of DD/PO to be submitted along with bid document.

Empowered Committee (HK)
Textiles Committee

# SECTION II INSTRUCTIONS TO BIDDERS

The tenderer(s) must read all the terms & conditions and job specifications before filling up the tender schedule and his quotations. Tenderers are requested to get well versed with the tender conditions/guidelines, written hereunder. Those tenderers, who cannot read English, may get it translated, at their own risk in a language known to them and understand the conditions of the tender. Clarification, if any, can be sought from the Empowered Committee(House Keeping) during the period & time as mentioned in Para 4 of the Section I above.

#### **BRIEF DISCRIPTION OF THE SERVICES**

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

- ❖ Area 1: Office-cum-laboratory area (63,577 sq. ft. built up area)
- ❖ Area 2: Auditorium area (9703 sq. ft. built up area)
- ❖ Area 3: Staff Quarters / Guest House (10,559 sq. ft. built up area)
- Area 4: Basement area (34,963 sq. ft. built up are)
- ❖ Area 5: Compound including grand staircase, Atrium area (48,143 sq. ft.)

Note: The rates to be quoted for the House keeping jobs shall be for a unit of 10 (TEN) hours a day per month.

- 2. Specialized cleaning like carpet spotting, shampooing, burnishing, scrubbing etc. manpower to be provided on Saturdays & Sundays only.
- 3. Cleaning of 4 water tanks (Two in the basement, one on the terrace of the main office building and one on the terrace of the auditorium) is to be carried out at least twice in a year.
- 4. The contractor shall ensure deployment of the following machinery/equipment for Housekeeping and shall consider this into the prices quoted:
  - a) Wet/dry vacuum cleaner (heavy duty industrial type) adequate numbers as per the requirement.
  - b) Telescopic Rod (extendable type) up to a height of 30 ft.
  - c) Multipurpose floor maintainer (Buffing, maintaining, polishing etc.) with accessories.
  - d) Under Window Cleaning Kit with complete safety kits, belts etc.
  - e) High pressure jet with accessory Mechanized / Fuel operated floor sweeper
  - f) Multi purpose housekeeping trolley
  - g) Mopping bucket with squeezer
  - h) Ladders 6 ft. and 10 ft.
- 5. The contractor shall ensure supply of the following consumables for Housekeeping and shall consider this into the prices quoted:
  - a) Soft & Hard Brooms
  - b) Cob-Web Dusters
  - c) Floor & Glass Dusters
  - d) Table & Computer Dusters
  - e) Odonil cakes / Naphthalene Balls
  - f) WC Brush, Silvo / Brasso

- g) Deodorized detergent for mopping
- h) R-1 to R-7 (Hindustan Lever Brand)
- i) Murphy Oil / Min Cream, Spray Bottles, Buckets, Caddies, Garbage Bags, Mugs, Dust Collectors, Odopic / Vim Powder Round Mops, Kentucky Mops
- j) Rubber Cushion, Glass Wiper, Hand Brush, Oversized Sweeping Brush for external areas, Buffing & Scrubbing Pads & Carpet Upholstery Shampoo HLL standards. Soap for the dispensers in all toilets, Tissue Rolls also are be provided by the service provider. All consumables shall be of reputed quality and approved by the Owner.
- 6. Brief summary of important activities of housekeeping is given in the form of a work chart in Annexure I.
- 7. For details of areas for Office Building, Auditorium & Guest House Building, please refer the statement of the areas given in the Annexure II. The tenderer may visit Textiles Committee at above address for SITE VISIT before final date of submission of tender i.e. on or before 24.11.2014 till 12.00 p.m.
- 8. The contractor shall not sub-let the work without prior written permission of Textiles Committee.
- 9. The prospective bidders are advised to make a detailed study of the jobs, for which they are bidding and familiarize themselves with the nature of the jobs, so that the rates quoted take all factors into consideration.
- 10.. Any clarification on the details of the jobs can be obtained from the Empowered Committee (House-Keeping), Textiles Committee, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.
- 11. The contractor should have 5 years continuous experience of similar type of work in Central Govt. Establishments / Autonomous Bodies of Govt. of India / Corporation of Govt. of India / reputed public or private organizations provide details in tabular form.
- 12. Earnest Money Deposit / Bid Security as prescribed, to be in the form of Demand Draft / Pay Order drawn on any of the Nationalized Bank at Mumbai, in favour of the Secretary, Textiles Committee, Mumbai should be submitted along with the tender.

#### 13. SALE OF TENDER DOCUMENTS:

Each complete set of tender document is priced at Rs. 500/- (Rupees Five Hundred Only). The tenderer is expected to return the original copy of the full tender document with his signature in **each page** along with his tender.

#### 14. SUBMISSION OF TENDERERS:

The tenderers shall submit the bid in a sealed cover containing two separate sealed covers and these two covers shall super scribed as "Cover-I" and "Cover-II" respectively.

- 14.1 The tenders shall be addressed to:
  - The Secretary,
  - Textiles Committee, P. Balu Road,
  - Prabhadevi Chowk, Prabhadevi, Mumbai-400 025.
- The tenderer shall clearly write on Cover I the words "Technical Bid for Housekeeping Services" & on Cover II the words "Financial Bid for Housekeeping Services" at Textiles Committee, Prabhadevi, Mumbai-400 025.
- 14.3 The tenderer shall clearly write on main cover the words "Bid for Housekeeping Service" for Textiles Committee, Mumbai 400025.

- 14.4 The bidders whose bids are found technically responsive will be informed about the date, time and venue for opening of financial bids. Those who wish to attend may do so after submitting authority letter to Empowered Committee (House-Keeping).
- 14.5 Financial bids will be opened only of those bidders whose technical bids are found technically qualified during evaluation of technical bids.
- 15. The Secretary, Textiles Committee is not bound to accept the lowest tender and reserves the right to reject any or all the tenders, without assigning any reasons whatsoever.
- 16. The Secretary reserves the right to negotiate with the lowest bidder for finalization of the same.
- 17. Tender will be accepted and contract will be finalized only with those of the tenderers who, in the opinion of the Secretary, Textiles Committee have the capacity and resources to execute the work assigned in the prescribed time.
- 18. The successful tenderer, after depositing the required Security Deposit will have to execute an agreement in non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) as at SECTION VI. The cost of the stamp paper is to be borne by the contractor and he shall be bound by the terms and conditions in the agreement, which in turn, will be the same terms and conditions as mentioned in the tender document.
- 19. The contractor should certify and affix his signature on each and every page of the tender document and return it along with his acceptance of each of the condition specified on each page of the tender document.
- 20. Any attempt for negotiation directly or indirectly on the part of a tendered with the authority to whom he has submitted the tender or the authority who is competent finally to accept it, after he has submitted his tender or endeavours to secure interest for actual or prospective tender or to influence by any means, to accept a particular tender will render the tenderer liable to be excluded from consideration.
- 21. The tenderer will be bound by all terms, conditions and specifications as detailed in the tender document.
- 22. Any tender with conditions from the contractor other than those specified in the tender document is liable to be summarily rejected.
- 23. No communication from the contractor in the form of any clarification or information/ document lost sight of in the original tender etc. will be given any consideration unless, any clarification has been sought for by the Empowered Committee (House-Keeping), Textiles Committee, Mumbai.
- 24. No tender without prescribed EMD / BID SECURITY will be considered for acceptance.
- 25. The tender will be cancelled in case of reference as defaulter by enforcement authorities.
- 26. The completed tenders should be dropped in the TENDER BOX kept for this purpose on the 4<sup>th</sup> floor, Textiles Committee, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai -400 025 during normal working days, between 11.00 a.m. to 4.00 p.m. on or before 24.11.2014 till 12.00 p.m.
  - a) Tenders received either by post or courier service or in person after the specified time will not be opened or considered.
  - b) Tenders sent by post, if delivered by the post after the expiry of the specified time will only be recorded but also not opened or considered. Such tenders will be opened when a request is made by the tenderer to return any Demand Draft / Bank Guarantee / Pay Order enclosed as EMD / BID SECURITY. In such cases, the DD/Bank Guarantee / Pay Order will be returned in original. The other documents will be recorded and not returned.

#### 27. <u>DOCUMENTS TO BE SUBMITTED WITH TENDER</u>

- a) One copy of the complete set of tender document duly filled in and signed on each page and also at every correction / overwriting by the tenderer or otherwise as prescribed in the different clauses of the tender document, in respect of any matter of documents.
- b) A declaration regarding the Tenderer's work and construction, organization including personnel and equipment to efficiently execute the job in time.
- Last five years continuous experience of the firm in the field of providing such services in Central Govt. Establishments / Autonomous Bodies of Govt. of India / Corporations of Govt. of India / reputed public or private organizations – provide the details in tabular form
- d) EMD / BID SECURITY appropriate to the Division quoted for and in the manner specified in the document.
- e) Original "Power of Attorney" in case any person other than the tenderer himself has signed the tender.
- f) Authenticated copy of partnership deed in case of partnership firm and power of attorney to the representative of the firm to operate the tender.
- g) The full name and address of the tenderer should be written on the bottom left hand side corner of the cover.
- h) Copy of the recent registration certificate issued by the municipality, Labour Commissioner, ESI, EPF & Service Tax etc. as the case may be.
- i) A declaration to the effect that, not dues to be paid to Law Enforcement Authorities, like EPF/ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time. A copy of the Service Tax Registration certificate is also to be submitted.

#### 28. EMD / SECURITY DEPOSIT

- I. EMD / BID SECURITY of Rs. 50,000.00 (Rupees Fifty Thousand Only) only in the form of Demand Draft / Pay Order drawn in favour of Textiles Committee, Mumbai should accompany the tender.
- II. The successful tenderer shall be required to deposit a DD / Bank Guarantee in the format enclosed at Section V for an amount equal to 5% of the Total Valued Tender for TWENTY FOUR months and sign an agreement on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) within a fortnight, on completion /submission of which necessary work order will be issued to the contractor from time to time to carry out the job. If the successful tenderer fails to submit the Bank Guarantee / DD within the stipulated period, after finalization of tender, then his EMD / BIDI SECURITY amount of Rs. 50,000.00(Rupees Fifty Thousand only) will be forfeited. The EMD / BID SECURITY will be refundable after submission of security deposit in the form of BG / DD.
- III. Textiles Committee reserve the right to carry out the job in any manner, different from the terms of this notice, as may be deemed fit, and the tenderer/ contractor, subsequent to its acceptance is bound to comply with.

#### 29. CONTRACTORS PARTY:

- The contractor shall not engage any person below the age of eighteen years.
- No one in the Textiles Committee or having interest in this contract shall even be engaged or admitted as partner.

#### 30. RIGHTS OF TEXTILES COMMITTEE:

The contract shall be valid for two years from the date of signing the agreement.

THE SECRETARY, TEXTILES COMMITTEE RESERVICES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY OF SERVICE UPTO 50% AS SPECIFIED IN THE PRICE SCHEDULE WITHOUT ANY CHANGE IN THE UNIT PRICE OF THE QUANTITY OR OTHER TERMS AND CONDITIONS.

The Secretary, Textiles Committee reserves the right to extend the contract for six months after the expiry of the period of contract or till such time of finalizing the next tender, whichever is earlier.

#### 31. TENDER SCHEDULE:

The tender schedule to be read in conjunction with instruction to bidders, conditions of contract and other tender documents and tenderer / contractor shall be deemed to have carefully examined all those documents. It is further understood and agreed that the contractor, by careful examination has satisfied himself as to the nature and location of the job, the character of the equipment and facilities needed preliminary to the job, the general local conditions of the site of the job.

- 32. The tenderer will quote the rate both in figures as well as in words, in the proforma given at Section IX. If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by Government of Maharashtra, such Tenders will be rejected outrightly. All columns in the proforma are to be filled up. In case some columns are not applicable, full justification with documentary proof is to be submitted. Decision of the Secretary, Textiles Committee in this regard, is final & binding.
  - a) The rates approved will be subject to the revision by Government of Maharashtra and the revised rates will be passed on to the tenderer by Textiles Committee.
  - b) After awarding the contract, the contractor has to produce copies of wage sheets, the details of paid receipt to the concerned organizations like EPF /ESI / SERVICE TAX.
  - c) Half yearly returns of ESI in form No. 6.
  - d) Annual returns of EPF in Form No. 6A.
  - e) The contractor should ensure that the wages are disbursed to the labourers by 7<sup>th</sup> of following month, without fail,
  - f) As per the payment of wages Act 1936, the Agency / Contractor has to give an undertaking to the Principal Employer that, he abides by all provisions of Labour Act applicable from time to time.
  - g) The contractor should remit EPF / ESI amount every month as per the rules in force and he has to submit a certificate showing EPF / ESI Account No., Name of the employee, wages paid, employers & employees share and total and it should be supported by the copy of the receipted challan.
- 33. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer, with date. No errors, over writing shall be permissible, unless attested under the signature of the tenderer with date. The tender shall contain the name, address of residence, and places of business of person / persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name and addresses of all the partners or by a duly authorized representative followed by the name and designation of the person signing. In case the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of partnership firm, attested true copy of the partnership deed must be submitted along with the tender.

#### 34. VALIDITY:

Tenders submitted by the Tenderer will remain valid for acceptance for a period of 150 days from the date of opening the tender.

#### 35. REGISTRATION WITH LABOUR COMMISSIONER:

Successful Tenderer shall register themselves with the Assistant Labour Commissioner (State) as per the State Labour Act and Rules as applicable within 10 Days (TEN DAYS) after the receipt of letter of acceptance of tender.

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#### SECTION - III

#### **GENERAL TERMS & CONDITIONS:**

#### 1. Definitions:

- (1) The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed by and between Textiles Committee and the CONTRACTOR together with the documents referred to therein including the conditions of contract. The specifications, designs and instructions issued from time to time by the Officer in Charge and all these documents taken together shall be deemed to form the contract and shall be complimentary to one another.
- (2) In the "CONTRACT", the following expressions, shall unless where the context otherwise required have the same meaning hereby respectively assigned to them.
  - a) The expression "JOB" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the other work by or by virtue of the CONTRACT contracted to the executor whether temporary or permanent, and whether original, altered, substituted or additional.
  - b) The CONTRACTOR shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal representatives or such individual or the persons comprising such firm or company or the successor of such firm or company and the permitted assignees of such individual or firm or firms or company.
  - c) The Officer in Charge means the Empowered Committee (House-Keeping) who shall sign the contract on behalf of the Secretary, Textiles Committee.
  - d) The DEPARTMENT will mean "TEXTILES COMMITTEE".

#### 2. **PERIOD OF VALIDITY**:

(I) The rate quoted should be firm and valid for any work order that may be issued up to the expiry of the validity of the tender agreement.

#### 3. GUARANTEES:

In addition to any and all guarantees and warranty mentioned in the contract documents, the contractor guarantees the entire work will be done in a satisfactory manner and free from any defects in the workmanship and finish and in conformity in all respects with specifications and directions. The contractor also undertakes to repair or replace, as the case may be, at his own cost and risk any part of the work, which may be damaged so that they may develop any defects due to bad workmanship or otherwise due to fault of the contractor within a period of one month after the written acceptance of the works by the department.

## 4. <u>METHOD AND MANNER OF PERFORMANCE</u>:

The contractor shall be an independent contractor and shall be in complete charge for the performance of the jobs and shall perform the job in accordance with his own methods and at his own risk, subject to compliance with the contract documents. The contractor shall throughout the stipulated period of the contract execute the jobs in the best and most substantial manner and in accordance with the contract documents or such other additional particulars and instructions as may be found required to be given while carrying out the works, enforce good order. The contractor shall also not engage in respect of the jobs or discontinue employing in respect of the jobs any work force that the Officer in Charge may for any reason object to.

#### 5. <u>INSURANCE</u>:

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

#### 6. SUB CONTRACTOR:

The contractor shall not assign sub-contract the whole or any part of the works covered by the contract to any third party.

#### 7. REPRESENTATIVE OF THE CONTRACTOR:

The contractor shall within 10 days after the execution of the contract / agreement, intimate names/addresses/ photo copies of Representative / House keeping Supervisor /Workers to be deployed for the housekeeping services to the Empowered Committee (House-Keeping). Change of Representative / supervisor / workers shall also be intimated to Empowered Committee (House-Keeping well in time.

#### 8. **REFUND OF SECURITY DEPOSIT**:

No interest will be payable on the earnest money or the security deposit or amount payable to the contractor under the contract. Refund of the security deposit is subject to the full and final settlement of the final bill for the jobs contracted / executed under the contract, subject to the settlement of claims if any, by Textiles Committee, for any loss / damage and compliance if any, for statutory remittance like, EPF, ESI etc. EMD/BID SECURITY will be refunded to the unsuccessful Tenderer within one month of finalization of the tender.

#### 9. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>:

During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency, or department, municipal board, or other regulatory body and shall provide all certificates of compliance therewith as required by such applicable law, by-laws and rules, regulations orders etc.

# 10. OPTIONAL TERMINATION BY TEXTILES COMMITTEE (OTHER THAN DUE DEFAULT OF CONTRACTOR)

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

#### 11. TAXES AND DUTIES:

The rates quoted in schedule IX by each firm for job / housekeeping service contract in Tenders be given both in word and figure. The sales tax or any other tax which is as per the rule of the Govt. of Maharashtra shall be liability of the agency to deposit in the concerned department & TDS shall be deducted at source from the bill of the successful Tenderer as per the rules.

Page 10 of 26 Signature of Tenderer with Seal

#### 12. WORKMEN'S COMPENSATION:

In every case, in which by virtue of provision of Sec. 12 (Sub section ii) of the Workmen's Compensation Act 1923, Textiles Committee is obliged to pay compensation to a workforce engaged by the contractor, in execution of the works, Textiles Committee will recover from the contractor the amount of the compensation, so paid. Textiles Committee shall be at liberty to recover such amount or may part thereof by deducting from the security deposit or from any sum due by Textiles Committee to the contractor.

#### 13. FAIR WAGES:

- (a) The contractor shall submit the list of his employees engaged by him EVERY MONTH for the purpose of Textiles Committee.
- (b) The contractor shall pay fair amounts to the workforce engaged by him. Wages slips for every month is to be issued.
- (c) The contractor shall maintain a register of wages. He shall obtain the signature, or the thumb impression of the worker concerned against the entries relating him on the register of wages and the entries shall be authenticated by the initial of the contractor or by authorized representatives and shall also be duly certified by the authorized representatives and shall also be duly certified by the authorized representative of the principal employer in the following format

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

A certified copy of the wage register should be submitted to the Empowered Committee (HK) by 20<sup>th</sup> of the succeeding month of the wage period.

(d) The contractor shall comply with the provisions made in the relevant rules, regulations, act and law etc. regarding contract labour.

#### 14. **PAYMENTS:**

- a) Payment for housekeeping services bill will be made on monthly basis on submission of bill.
- b) Contractor shall submit the bill in duplicate, on or before 10<sup>th</sup> of every month, along with copies of wage sheets, the copies of receipts / challans obtained, from the concerned organization like EPF / ESI / Service Tax against payment remitted to them for the preceding month.
- c) Bill will be passed after deducting Income Tax including surcharge as applicable, at source, under relevant government rules.
- d) Payment will be made by cheque drawn on State Bank of India, Worli (N), Mumbai -400 025. Cheque will be issued only on submission of a stamped receipt for the amount.

#### 15. **MISCELLANEOUS:**

- a) The contractor shall arrange sufficient work force/manpower to carry out the job entrusted to him. Failure to arrange the requisite work force / manpower can be construed as breach of contract which may entail Textiles Committee to terminate the contract or take any other action as t may deem fit.
- b) The contractor should agree that the personnel so deployed on a contract basis and for all practical purposes are employees of the contractor and they will not be entitled for any of the privileges and benefits enjoyed by the employees of Textiles Committee. The work force so deployed, will have no claim, directly or indirectly for regular employment or service conditions and any other benefit available to the employees of Textiles Committee.
- c) The contractor shall be fully responsible in all respect in case of injuries / accidents to this work force while on duty.
- d) The contractor shall equip the work force with proper uniforms, identity cards and other accessories as may be deemed fit for effective working.
- e) The work force posted shall be of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the work.

Page 11 of 26 Signature of Tenderer with Seal

#### **SECTION IV**

The **job specifications** / duties and responsibilities for jobs briefly described in Section II (1 - 7) are as follows:

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

- ❖ Area 1: Office-cum-laboratory area (63,577 sq. ft. built up area)
- ❖ Area 2: Auditorium area (9703 sq. ft. built up area)
- ❖ Area 3: Staff Quarters / Guest House (10,559 sq. ft. built up area)
- ❖ Area 4: Basement area (34,963 sq. ft. built up are)
- ❖ Area 5: Compound including grand staircase, Atrium area (48,143 sq. ft.)

Note: The rates to be quoted for the House keeping jobs shall be for a unit of Ten hours (9 Hours + 1 Hour Lunch Time) a day per month.

- 2. Specialized cleaning like carpet spotting, shampooing, burnishing, scrubbing etc. manpower to be provided and such work shall be carried out on Saturdays & Sundays only.
- 3. Cleaning of water tanks 3 numbers (In the basement 2 Nos. & 1 No. on the terrace) of the main officer building, at least twice a year.
- 4. The contractor shall ensure deployment of the following machinery / equipment for Housekeeping and shall consider this into the prices quoted:
  - i) Wet / dry vacuum cleaner (heavy duty industrial type) adequate numbers as per the requirement.
  - j) Telescopic Road (extendable type) up to a height of 30 ft.
  - k) Multipurpose floor maintainer (Buffing, maintaining, polishing etc.) with accessories.
  - I) Under Window Cleaning Kit with complete safety kits, belts etc.
  - m) High pressure jet with accessory Mechanized / Fuel operated floor sweeper
  - n) Multi purpose housekeeping trolley
  - o) Mopping bucket with squeezer
  - p) Ladders 6 ft. and 10 ft.
- 5. The contractor shall ensure supply of the following consumables for Housekeeping and shall consider this into the prices quoted:
  - k) Soft & Hard Brooms
  - Cob-Web Dusters
  - m) Floor & Glass Dusters
  - n) Table & Computer Dusters
  - o) Odonil cakes / Naphthalene Balls
  - p) WC Brush, Silvo / Brasso
  - q) Deodorized detergent for mopping
  - r) R-1 to R-7 (Hindustan Lever Brand)

- s) Murphy Oil / Min Cream, Spray Bottles, Buckets, Caddies, Garbage Bags, Mugs, Dust Collectors, Odopic / Vim Powder Round Mops, Kentucky Mops
- t) Rubber Cushion, Glass Wiper, Hand Brush, Oversized Sweeping Brush for external areas, Buffing & Scrubbing Pads & Carpet Upholstery Shampoo HLL standards. Soap for the dispensers in all toilets, Tissue Rolls also be provided by the service provider. All consumables shall be of reputed quality and approved by the Owner.
- 6. Brief summary of important activities of housekeeping is given in the form of a work chart in Annexure I.
- 7. For details of areas for Office Building, Auditorium & Guest House Building, please refer the statement of the areas given in the Annexure II.
- 8. The contractor shall maintain various formats necessary of monitor the work being executed. Following is the list of formats recommended for use:
  - a) Customer Complaint Register
  - b) Monthly Report Format
  - c) House Keeping Schedule
  - d) Check list for Toilet
  - e) Check list for Office Area
  - f) Check list for Common Area
  - g) Daily Report

The contractor shall devise these format in consultation with the Owner i.e. Textiles Committee and shall ensure that the filled up formats are maintained and submitted to the Empowered Committee (House-Keeping), every month before raising the Bill for payment

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## SECTION - V

# PROFORMA FOR PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of Textiles Committee, Govt. of India, Ministry of Textiles, P. Balu Road, Prabhadevi, Mumbai – 400 025 (hereinafter referred to and called as "Textiles Committee, having agreed to exempt M/s
2. We (name of the Bank)
3. We undertake to pay the Textiles Committee any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We (name of the Bank)
5. We (name of the Bank)

6. Contra	This guarantee will not be discharged due to change in the cctor(s) / Supplier(s).	constitution of the Bank or the
7. its curre	We (name of the Bank)lastly undertake not to ency except with the previous consent of the Textiles Committee	
Dated t	he Day of 2014.	
		Signature with seal (for Bank)

#### **SECTION -VI**

#### **FORMAT OF AGREEMENT**

ARTICLES OI Textiles Committee, I Mumbai - 400 025	•	Office at P.	Balu Road,	Prabhadevi	Chowk, Pr	abhadevi,
referred to and called "					(h	nereinafter
WHEREAS the	e owner is desiro	us of awarding	the iob of p	orovidina hous	sekeepina s	ervices of

WHEREAS the owner is desirous of awarding the job of providing housekeeping services of the estate of the Textiles Committee [ on the plot of land bearing plot No. 1216/ID T.P.S. IV of Mahim Division B/S, Ward P, Balu Marg, Prabhadevi, Mumbai – 400 025] to the Contractor

AND WHEREAS the Contractor has deposited an Earnest Money and Security Deposit as per the contract conditions, in token of performance of this contract and is willing to provide housekeeping services as per the condition of tender / contract document duly filled in and submitted by the Contractor and accepted by the Owner.

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

- 2. The Contractor has been shown the areas of work and the work to be carried out in addition to the description of services under Section II of this tender, which will include the following work:
  - a) Sweeping and mopping of passage.
  - b) Sweeping and wet mopping of Reception Area, General Office Area, Laboratory Area and Cabins etc. with deodorant disinfectants, Guest/Staff Quarter, Auditorium etc.
  - c) Clearing and cleaning of waste paper baskets / dustbins
  - d) Dusting of partitions, doors and walls and Venetian binds.
  - e) Cleaning of telephone instruments.
  - f) Cleaning of window glass from inside.
  - g) Cleaning of main entrance glass doors / wooden doors.
  - h) Cleaning of W. Cs wash basis, urinals and mirrors etc. in al the toilets
  - i) Scrubbing and cleaning of all toilets flooring.
  - j) Mopping of the entire toilets floors with deodorant disinfectant and cleaning of wash basins at regular intervals throughout the day.
- 3. Be it clearly understood and agreed that by this Deed no relationship of employer and employee is created between the Owner and the employees engaged by the Contractor.

- 4. The Contractor shall provide the housekeeping services in the areas and manner as discussed. The Contractor shall undertake and assure the Owner that he will provide proper and efficient services in the predetermined schedule of time. Besides, services will also be rendered by the Contractor as and when desired by the Owner even though it may not be as per schedule on charges as may be agreed to separately.
- 5. The Contractor shall decide the modus operandi as to engage men / machinery by him rendering proper and efficient services.
- 6. The Contractor, being the employer in relation to persons engaged / deployed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages / salaries to such persons which in any case will not be less than in accordance with the minimum wage as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and /or any authority constituted by or under any law.
- 7. The Contractor shall adhere to and comply with the laws that may be applicable to him will extend all the benefits / privileges as applicable to persons engaged / employed by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act and leave etc. In case of any breach of any law, rules, notifications applicable to the employees of the Contractor engaged, the Contractor alone shall be responsible and liable for any act(s) of omission and / or commission committed by any employee, agent, representative, attorney, person(s) engaged /employed by him for discharging the obligations under this Agreement.
- 8. The Contractor shall provide uniforms to his employees the pattern of which will be different from the that of employees of the owner and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide necessary safety items such as gloves, masks etc.
- 9. All employees of the Contractor shall be issued with identity cards bearing their photographs. Cost of identity cards & photographs for identity cards shall be borne by the Contractor. The Contractor shall have the identity card format approved from the company.
- 10. The Contractor alone shall have the right to take disciplinary action against any person(s) engaged /employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and / or claim whatsoever against the Owner. The Owner shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged /employed by the Contractor for any purpose whatsoever nor would the Owner be liable for any claim(s) whatsoever of any person(s) of the Contractor.
- 11. The Contractor shall obtain appropriate license under the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms & conditions thereof strictly, and shall keep such license duly validated ad / or renewed from time to time throughout the period of this Agreement.
- 12. In case the Owner is required to meet any liability in respect of any person(s) engaged / employed by the Contract by virtue of their working in the premises of the Owner, it would open and lawful for the Owner to deduct the amount(s) of any such liability from and out of dues payable to the Contractor.
- 13. The Contractor shall maintain all registers required under various Acts, which may be inspected by the Owner as well as the appropriate authorities.
- 14. The Contractor shall be responsible for all injuries and accidents to persons, employed by him.
- 15. The Contractor shall be responsible for the conduct and behaviour of his employees. If any employee of the Contractor found misbehaving with the Owner's staff. The Contractor shall take necessary and appropriate action.

- 16. In the event of any loss / damage being occasioned to the Owner on account of the negligence of the Contractor's employees, the Contractor shall make good the loss sustained by the Owner either by replacement of the material / equipment or payment of compensation.
- 17. The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
- 18. The Contractor shall take proper instructions from the Owner for the execution of the contract at the different placed and will comply with the same.
- 19. The Contractor shall provide sufficient quantity of material / equipments for executing the work and arrange to dispose off waste papers, rubbish etc. as per norms of BMC, at his own cost.
- 20. The Contractor shall attend to complaints relating to Housekeeping received from the employees of the Owner and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
- 21. All members of staff employed by the Contractor will be subjected to security check by the Owner's Security Staff while leaving the premises.
- 22. The Contractor shall be required to provide supervisory staff, so as to ensure proper control for executing the job smoothly and efficiently.
- 23. The Contractor shall submit his bill in respect of services rendered by 8<sup>th</sup> day of the month immediately following the month to which such services relate. The payment of the bill shall be made to the Contractor within a fortnight only if the services provided are found satisfactory.
- 24. The Contractor will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on the 8<sup>th</sup> day of every calendar month for verification, the Empowered Committee (HK), Textiles Committee, Mumbai-400 025. The Contractor shall ensure that payment to his employees is made in the presence of an authorized representative of the Owner.
- 25. The Contractor shall have to provide details of recoveries made towards each of the labour engaged in respect of EPF, ESI etc for the previous month along with the paid up receipt of concerned organization to the Empowered Committee (HK) by 8<sup>th</sup> of succeeding month.
- 26. The Contractor shall give the services on all days during the period of contract as per the Owner's requirement.
- 27. The Contractor's employees will make their own arrangements for food and snacks while at work at their own cost and the Owner will not entertain any financial expenditure or provide any canteen facility.
- 28. If the Contractor commit any breach of any of the terms and conditions hereof and / or fails / neglect to carry out any instructions issued to him by the Owner from time to time, it shall be open and lawful for the Owner to terminate this agreement forthwith without assigning any reason.
- 29. In the event of any dispute or difference arising out of operation this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be the Textile Commissioner / Vice Chairman, Textile Committee or r any other officer appointed by hhim/her whose decision shall be final and binding on both the parties.
- 30. In case of statutory increase in the wages of labour in accordance with the minimum wages notification issued by the appropriate authorities under the Minimum Wages Act from time to time after submission of the tender, the increase in rates of different areas shall be set off by the Owner by giving proportionate increase in the rates.

- 31. All the above services and any other work of similar nature, which will be entrusted to the Contractor from time to time by the Owner, are to be rendered without causing any hindrance or disturbance to any staff member of the Owner, working during the normal working hours. The work shall be carried out efficiently, in accordance and in conformity with the standard of a neatly and hygienically maintained premise.
- 32. Service tax in the bill to be mentioned separately.
- 33. Deduction for absenteeism would be made.

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

Party of the First Part

Party of the Second Part

WITNESSES:

- 1.
- 2.

# **SECTION VII**

# **INFORMATION ABOUT TENDERERS**

(To be furnished with the tender on firm's Letter Head)

	(To be furnished with the tender on firm's	Letter Head)
SI.No.	Particulars	
1.	Name of firm / agency	
2.	Registered address of the firm / agency with Tel. No. ,Fax No. & e-mail address	
3.	If firm, please state whether it is Sole Proprietor Partnership / Pvt. Ltd. Co. / Public Ltd. Co.	
4.	Name of sole proprietor/ Names of Partners / Names of Directors with their addresses, contact Nos. (Please attach separate sheet)	
5.	Name of person authorized to enter into and execute contract / agreement and the capacity in which he is authorized.	
6.	Permanent Income Tax No.	
7.	EPF Code No. (Copy to be enclosed)	
8.	ESI Code No. (Copy to be enclosed)	
9.	Details of current license from Labour Department ( A copy certified C.A. i.e. any of the gazetted officers to be enclosed)	
10.	Whether the firm is having branches at more than one place? If so, please furnish the details.	
11.	No. of workers under the command of the firm and whether the firm would be able to provide required No. of labourers/workers & supervisor within a month from the date of order.	
12.	Experience data : (Copy to be enclosed)	
13.	Copies of Income Tax Returns for last 3 years duly certified by Chartered Accountant.	
14.	Declaration that no dues to be paid to Law Enforcement Authorities like EPF/ESI and no violation noted by Labour Enforcement.	Yes / No
15.	Service Tax Registration No.	
16.	Name and full address of your Bankers with Account No. and Bank Code No. for ECS	
17	Annual Turnover (Not less than 30 lakhs per annum)	
18.	No. of workers / supervisors that are required be deployed for attending the House keeping work — 18(17 workers + 1 supervisor) . Bidders are requested to quote accordingly.	

# SECTION - VIII

# DECLARATION

I,		S	on/Dauថ	ghter/Wife	e of	Shri.				.Propri	etor
/Director / Part	tner of M/s	S					do here	eby sole	mnly	affirm	and
declare as und	er:										
1)	that I	am	the		Proprieto					ector	of 
2)		state	and	declare	that					Comp	•
	Sector Ur In case, awarded,	s never be hit / Public the abov the firm tiles Com	een deb Bodies e decla shall be mittee.	arred and s / Municiparation is eliable to Any su	d / or blace palities / a found to blackliste ch action	cklisted ny Enfo be in ed / de	any of Storcement correct of barred for	ate Gov Authority r wrong, r future	ernme y. , the works	contracts / cont	iblic ct if ract
					Sign	ature o	f the Prop	orietor / F	Partne	er / Dire	ctor
									Shri /	Smt./ N	/liss

Note: The Signatory shall not effect any variation in the text of declaration. Declaration in any other

form will not be accepted.

### SECTION - IX COMMERCIAL BID

(This Financial Bid on LETTER HEAD to be enclosed in a separate envelop with seal)

Last dat	e for submission of Tender :		up to 12.00 p.m.
Textiles Con Road, Prabh			at 3.00 p.m. at Committee, 5 <sup>th</sup> floor, P. Balu abhadevi Chowk, evi, Mumbai – 400 025.
To:	•	abridae	77, 174111541 100 020.
Governr Ministry P. Balu	cretary, Committee, ment of India, of Textiles, Road, Prabhadevi Chowk, devi, Mumbai-400 025.		
Sir:			
	I / We wish to submit our Tenders for providing House Road, Prabhadevi Chowk, Prabhadevi, MUMBAI-400		
SI.No.	Particulars		Per month
1.	Monthly consolidated rate offered for providing Housekeeping Services at Textiles Committee, P. Road, Prabhadevi Chowk, Prabhadevi, Mumbai-40 (as per Section-II and Annexure I & II of the said T Document) in accordance with the highest standa Housekeeping Services and as per the terms conditions specified in the Tenders including all la material, transportation, specially covered all acts & etc. as applicable from time to time.	Balu 0 025 ender ard of and abour,	(Rs. in Figure) (Rs. in words) (Exclusive of Sevice Tax) The details are to be submitted in a format enclosed herewith.
	Servic		Rs.
	Total Ar		Rs.
	I / WE agree to forfeit the earnest money if / we fans in whole or in part laid down in the Tender Form.	all to c	omply with any of the terms and
	I / we have carefully read the terms and conditions these in letter and spirit.	of the	-
	Na	ıme & a	Signatureddress of the firm
			Telephone No

Note: Minimum wages for unskilled labour as per Government of Maharashtra notification are to be adhered.

# (Format of Information on LETTER HEAD to be enclosed along with Financial Bid)

Sl.No.	Description	Rate	Amount (Rs.)
1.	Monthly payment (Basic + DA) for 18 Attendants as per minimum wages act (17 Housekeepers + 1 Supervisor)		
2.	P.F. contribution as percentage of '1"		
3.	E.S.I. contribution @ % of '1'		
4.	Bonus as % of '1'		
5.	Uniform charges lump sum		
6.	Washing allowance if any, @ % of '1"		
7.	Transport allowance if any, @ % of '1"		
8	Housekeeping material charges lump sum		
9.	Administration / service charges @ % of '1'		
10.	Total		
11.	Service Tax		
12.	Grand Total		

# $\underline{ANNEXURE-I}$

# WORK CHART FOR HOUSEKEEPING SERVICES

Sl.No.	Area	Once Daily	Twice Daily	Once Weekly	Monthly
1.	OFFICE CUM LABORATORY AREA				
	Laboratory and Office Areas	Yes			
	Reception, Lobbies etc.		Yes		
	Passages, Staircase, Terrace	Yes			
	Toilet areas		Yes		
	Utility Rooms (AHU Room etc.)	Yes			
	Carpets (Vacuum Cleaning)			Yes	
	Carpets (Shampooing)				Yes
2.	* AUDITORIUM				
	Main Seating are			Yes	
	Passage and Lobbies	Yes			
	Toilets and Common Areas	Yes			
	Carpets (Vacuum Cleaning			Yes	
	Carpets (Shampooing)				Yes
3.	STAFF QUARTERS / GUEST HOUSE				
	• Guest Rooms on 5 <sup>th</sup> & 6 <sup>th</sup> floors	Yes			
	Passages and common area	Yes			
4.	BASEMENT				
	Car Park Area	Yes			
	Utility Rooms like Transformer Room,     Panels etc.	Yes			
5.	COMPOUND AREA INCLUDING ATRIUM				
	Internal Roads and pavements	Yes			
	Compound Wall	Yes			
	External Light Fixtures	Yes			
	Landscaped Areas	Yes			
	Grand Staircase	Yes			
	Fountain Area (Water Body)	Yes	V		
	Inside Atrium		Yes Yes		
	Entrance Area from Canopy				
6.	Cleaning of water tanks – 4 Nos. (2 Nos. in the basem	ent, 1 Nos. on the	terrace of the	main building	and 1 No. on
	the terrace of the auditorium) twice in a year.				

<sup>\*</sup> If there are any programmes in the auditorium, the main seating area shall be cleaned, immediately before / after the programme.

## **AREA DETAILS**:

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

(i) Plot Area: 54,844 sq. ft.

(ii) FSI: 1.33

## **CONSTRUCTION AREA**

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

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

# II. TOILETS:

SI.No.	Description	Ladies	Gents	Total
A.	Office Building			
1.	<sup>1st</sup> Floor	1	1	2
2.	2 <sup>nd</sup> Floor	1	1	2
3.	3 <sup>rd</sup> Floor	1	1	2
4.	4 <sup>th</sup> Floor	1	1	2
5.	5 <sup>th</sup> Floor	1	1	2
6.	Guest House, Cafeteria,	1	1	2
	Auditorium			
7.	Ground, surroundings,		3	3
	Parking area, terrace etc.			
8	Supervisory		1	1
Total		6	10	16