

BRIHANMUMBAI MUNICIPAL CORPORATION
K.E.M. HOSPITAL, PAREL, MUMBAI – 400 012



TENDER DOCUMENTS FOR PROCUREMENT OF
KEM/786 /GST.

“Providing Cleaning & Housekeeping Services ON OUTSOURCE BASIS in KEM Hospital for
a period of three Months at KEM Hospital”

Website: Government e-Marketplace portal (<https://gem.gov.in>) only

BID NO.GEM/2026/B/7817276

This tender document consists of:

SR.No	THIS TENDER DOCUMENT CONSISTS OF :
1	E-Tender Notice
2	Header Data
3	Instructions to Vendors participating in e-Tendering Process for providing Cleaning and Housekeeping Services for MCGM Hospitals
4	Flow of activities of tender.
5	General Instructions and conditions to the tenderer
6	Details of work / cleaning services MCGM KEM Hospital
7	Description of the Item Data.
8	Force Majeure – obligations of the Bidders
9	Annexure – 1 Particulars about the tenderer
10	Annexure – 2 Tender form
11	Annexure – 3 Undertaking to be signed by the tenderer
12	Annexure – 4 6Performa for Service Provider
13	Annexure -5 Experience Certificate and (Annexure -5 a) statement of Experience
14	Annexure-6 Authorization letter for attending tender opening
15	Annexure-7 Articles of Agreement
16	Annexure- 8 Form of Integrity Pact
17	Annexure- 9 INTERNAL GRIEVANCE REDRESSAL MECHANISM
18	Annexure- 10 Declaration by the tenderer regarding the items quoted
19	Annexure- 11 Litigation History
20	Annexure- 12 Undertaking to be signed by the tenderer

SECTION 1 :**E-TENDER NOTICE**

BRIHANMUMBAI MUNICIPAL CORPORATION
K.E.M. HOSPITAL, PAREL, MUMBAI – 400 012
e- PROCUREMENT TENDER NOTICE

No.KEM/786/GST
e-Tender ID- BID NO.GEM/2026/B/7817276

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section. However, the bid will be invited through Government e-Marketplace portal (<https://gem.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website Government e-Marketplace portal (<https://gem.gov.in>). Bidders, whose registration is valid, may please ignore this step. Interested Bidders should follow the respective links provided in Government e-Marketplace portal (<https://gem.gov.in>).

All interested vendors, are required to be registered with BMC .Vendors not registered with BMC before can apply online by clicking the link „Vendor Registration“ under the „eProcurement“ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	Tender Fee (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1	“Providing Cleaning & Housekeeping Services ON OUTSOURCE BASIS in KEM Hospital for a period of three Months Tender ID – BID NO:	Rs 19965+ GST 18% = 23558.7/-	Rs. 6,,00,000/	As given in GeM portal	As given in GeM portal

The pre-bid meeting will be held **on 23.07.2026 at 4:00 pm, venue of the same is at Bord Room, Dean KEM Hospital, Parel, Mumbai- 400012.** The prospective tenderer (s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can

attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have authorization letter to attend the pre-bid meeting.** The Tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Tender notice. However, the bid will be invited through Government e-Marketplace portal (<https://gem.gov.in>) only.

Payment of Tender Fee:-

[A] For General Bidder:-

Tender fee (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for Tender Fee in Technical bid & submit original Demand Draft for Tender Fee in sealed envelope after the last date of submission of tender and before the date of opening the technical bid of tenderers. Bidder shall note that TENDER fee paid is not refundable. Bidder who fails to pay Tender fees will be treated as non-responsive.

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder

Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

- 1) The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount offline as stated /applicable in point (A) for General Bidder, failing to pay full tender Fee amount, liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount offline as stated /applicable in point (A) for General Bidder, failing to pay of full tender fee amount liable for rejection of tender.
- 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount offline as stated /applicable in point (A) for General Bidder, failing to pay of full tender fee amount liable for rejection of tender.

Payment of E.M.D.(Earnest money deposit):-

For General Bidder:-

EMD (as mentioned in the Header Data) should be paid offline via Demand Draft which shall be addressed to 'Brihanmumbai Municipal Corporation'. It will be mandatory for tenderer to submit a scanned copy of the Demand Draft for EMD in Technical bid & submit original Demand Draft for EMD in sealed envelope after the last date of submission of tender and before the opening date of the technical envelop 'A' of tenderers. Bidder shall note that EMD paid is refundable as per terms & condition of Tender. Bidder who fails to pay EMD will be treated as non-responsive.

(B) For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-

Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest money Deposit.

Note:-

- 1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount offline as stated /applicable in point (A) for General Bidder, failing to pay of full EMD amount liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount offline as stated /applicable in point (A) for General Bidder, failing to pay of full EMD amount liable for rejection of tender.
- 3) The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount offline as stated /applicable in point (A) for General Bidder, failing to pay of full EMD amount liable for rejection of tender.

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.

****Instructions to bidder-** All bidders must refer to the Buyers ATC / BMC's Tender Document attached with the bid. In case of any inconsistency / discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers ATC / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers ATC/ BMC's Tender Document shall prevail.**

By Order of the

**Municipal commissioner
Brihanmumbai Municipal Corporation
SD/-
Dean (KEM Hospital)**

Address for Communication and Venue for opening of bid :
K.E.M. Hospital
Genral Store
Parel, Mumbai – 400 012
Tel. No. 022-24107417
e-mail: cl08.kem@mcgm.gov.in

For detailed tender document please scroll down

Section: 2		HEADER DATA
E-Tender No.		BID NO.GEM/2026/B/7817276
Name of Organization		Municipal Corporation of Greater Mumbai
Subject		Tender for “Providing Cleaning & Housekeeping Services ON OUTSOURCE BASIS in KEM Hospital for a period of three Months
Estimated Cost		Rs 3,00,00,000/-
Scrutiny fee of E-Tender		Rs 19965+ GST 18% = 23558.7/-
Earnest Money Deposit		Rs.6,00,000/-
Pre Bid Meeting		27.07.2026 Hrs 15:00
End Date and Time of Bid Submission		As per gem guidelisin's
End date & time for Paying EMD online		As per gem guideline's
Opening of Packet A		As mentioned in Header data of Bid in GEM Portel
Opening of Packet 'B'		
Opening of Packet C		
Address for Communication		K.E.M. Hospital Genral Store Parel, Mumbai – 400 012 Tel. No. 022-24107417 e-mail: cl08.kem@mcgm.gov.in
Venue for opening of bid		Same as above

This tender document is not transferable

Sd/-
Dean (KEM Hospital)

3: Instructions to Vendors participating in e-Tendering for the supply of General items to BMC.	
1)	The e-Tendering process of BMC is enabled through Government e-Marketplace portal (https://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Government e-Marketplace portal (https://gem.gov.in)
2)	Bidder should do Online Enrolment in this Portal using the option https://gem.gov.in/ For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal. (https://gem.gov.in/training/training_module)
3)	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
4)	If there are any clarifications, this may be obtained online through the Government e-Marketplace portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
5)	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
6)	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Document.
7)	Bidders should note that the Tender fee is to be paid as mentioned in Tender notice and bidders should upload scan copy of D.D. of the same in Technical packet.
9)	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10)	The bidder shall submit the bid documents online mode only, through Government e-Marketplace portal (https://gem.gov.in). Offline documents will not be handled through this system.
11)	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
12)	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. If the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
13)	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal (https://gem.gov.in).
14)	All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
15)	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
16)	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored.

	All documents that are required to be submitted as part of technical bid, need to be uploaded in the packets provided for this purpose and commercial bid need to be filled online.
17)	Uploading/ submission of a bid on the GeM portal shall be deemed to mean or to constitute acceptance of the terms, conditions, and instructions contained in the tender document, as well as confirmation of the bid submitted by the seller, including acceptance of any special directions, terms, or conditions incorporated therein.
18)	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Government e-Marketplace portal (https://gem.gov.in).
<u>SPECIAL NOTE:</u> TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in https://gem.gov.in/training/training module Bidders who wish to participate in the Bidding process must register on the website https://gem.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.	

SECTION 5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on B.M.C. Portal & GeM Portal.
2.	Download the tender documents from the Tender section of GeM Portal.
3.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and GeM portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on GeM Portal.
5.	All the information documents are published under the e-Procurement" section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid as per mention in Bid Documents
7.	Tender fee (as mentioned in the Header Data) shall be paid as per mention in Bid Documents
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the Price should be mentioned in the relevant columns.
9	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
10.	Commercial offer of only those bidders who are found to be responsive in the evaluation of administrative & Technical offer will be opened online.
11.	Lowest tenderer must be give the demonstration of quoted model to User dept & concern engineer as per mentioned in Tender Condition.
12.	Recommendations to higher authorities, concern authorities or Standing Committee for sanction to award the contract.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal Charges & Stationery Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Supply, installation, testing and commissioning of equipment described in the specifications and as per terms & conditions.
17.	BMC has its SAP system of Material Management. Necessary contract in SAP system will be created. The Purchase order and payment will be carried out through SAP system by Administrative Officers .

6: GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is three years renewable on annual basis, subject to annual performance appraisal or till the vacancies are filled up whichever is earlier from date of acceptance.

Eligibility Criteria

1.	Who can quote :-
a)	Only the reputed agencies:- Limited Company or Private limited Company registered under the companies Act 1956, Partnership firm registered under Partnership Act, Government and Semi Government Units who have executed work of similar nature and value under single contract in hand /on going (i.e. providing mechanized housekeeping ,cleaning, pest control and gardening services in Central government ,State Govt, PSU,Any govt. local bodies or Large Corporate Hospitals) are qualified to fill and submit the tender. <u>Note :- The tenderer should have the Registered /Branch Office in Mumbai.</u> The Company/Agency should upload OHSAS/SA/Equivalent certificate.
b)	<u>Turnover :-</u> The Average annual turnover of the bidder during last five financial years shall be minimum Rs. . 9,00,00,000/- For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded in support of turnover in PACKET A.
c)	<u>Experience.</u> The tenderer should have minimum three year experience in doing similar nature of work and have successfully completed / ongoing works for the same (should be executed to minimum 75 % on or before the due date) within past 5 years. Tenderer should upload the copy of the same. One similar work of value equal to Rs. 2.40 Crores or more (i.e. minimum 80 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings /Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. OR Two similar works of value equal to Rs.1.80 Crores each or more (i.e. minimum 60 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings /Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. OR Three similar work of value equal to 1.20 Crores Lakhs each or more (i.e. minimum 40 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings/Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. . Bidder shall provide certified copies of the Executed service orders/Work Orders along with completion certificates/ for ongoing works in support of the experience as provided in this clause.. <u>Statement of Experience Certificates</u> shall be uploaded during the submission of the tender (Annexure-5 and 5 a)
d)	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet ‘A’.
2.	<u>Where and how to submit the tender</u> The tender documents with details as specified in the pro-forma in Annexure must be submitted online in https://gem.gov.in . M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.

3.	The Two Packet system The tenderer should upload tender in Two Packets system as below.
(A)	Packet – ‘A’: The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission
Administrative documents - Packet ‘A’	
1)	Particulars about the Tenderer (Annexure –1)
2)	Tender form (Annexure -2)
3)	Undertaking to be signed by the Tenderer (Annexure-3)
4)	Authorization letter for attending tender opening (Annexure-6)
5)	Articles of Agreement (Annexure 7)
6)	GEM Tender document.(except Annexure)
7)	Firm/Company Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt.Ltd.Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be.
8)	Solvency certificate The tenderer should upload solvency certificate for minimum of Rs.20 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
9)	GST Registration Certificate
10)	PAN CARD a) Tenderer’s own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent b) In case of Company or firm i) PAN Card of Company in case of Private limited Company- ii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co-Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. Note :-In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
11)	C.A.’s certificate for Turnover of the tenderer along with IT return Copies of past 3 Years
12)	Valid Registration Certificate under ESIC Act 1948.
13)	Valid Registration Certificate under EPF & M Act 1952.
14)	Internal Grievance redressal mechanism (Annexure –09)
15)	Agreement of integrity pact as per Annexure- 08. (duly signed and stamped on Rs 100/- stamp paper duly notarized)
16)	Declaration of Items Quoted on letter head of the Bidder.(Annexure-10)
Note :- If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self attested, signed, scanned copies of the documents asked for. Also it shall be noted that 5% amount of EMD will be forfeited for not uploading/submitting documents in packet ‘A’.	

Packet 'B'

The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.

The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.

Technical Documents Packet B

1. Performa For Service Provider (**Annexure- 4**)
2. Past performance/ experience certificate. (Annexure 5 and 5a).Past Performance or Experience Certificate should be in the name of Bidder/Tenderer.
3. Details Of Litigation History (**Annexure-11**)
4. Contract Labour (Regulation and Abolition) Act, 1970,
5. Shops and Establishment Act, Professional Tax, as applicable.
6. Bidder may also required to upload Quality Control Certificate from appropriate authority.

Note :- If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload/submit self attested, signed, scanned copies of the documents asked for. Also it shall be noted that **5% amount of EMD will be forfeited** for not uploading documents in packet 'B'.

NOTE 1: All the documents in Packet 'A' and Packet B should be uploaded in P.D.F. Format only. The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted by **imposing penalty of Rs.2000 per document**

If the information of short documents send by MCGM by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or in return reply for the short documents /information is not received to MCGM, for such lapses, MCGM shall not be responsible and it will be treated as non compliance of the short fall documents by the bidders. In such case 05% of EMD will be forfeited and their offer will be treated as non responsive.

Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet 'A' and technical documents in Packet "B" are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

Photocopies of specific documents mentioned in respective tender schedule copy shall be self attested /notarized before uploading the same in Packet A and Packet B

A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

~~**Folder C:** The Service Provider has to upload the **Special Annexure – I**, showing details of the Taxes included and incorporated in the quoted rates in item data of SRM.~~

(C)**Packet - 'C'.**

The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The Allotment of services shall be decided on lowest bidder of respective Item.

Methodology for Evaluation of Financial Bid / Determination of Lowest

Bidder (L1)

Notwithstanding any default bid evaluation methodology available on the GeM Portal, the Final Bid Offer Price for the purpose of financial evaluation and determination of the Lowest Bidder (L1) shall be calculated strictly in accordance with the following formula. The bidder

submitting the lowest Total Contract Value (TCV) calculated under this methodology shall be considered as the Lowest Bidder (L1).

Details of Salary & allowance

Basic Monthly pay (INR exclusive of GST)	bp	
Provident Fund (INR Monthly)	Esi	
EDLI (INR Monthly)	Pf	
ESI (INR Monthly)	Edli	
EPF ADMIN Charge(INR Monthly)	admin	
Optional Allowance 1(INR Monthly)	Nm 1	DA & HRA
Optional Allowance 2(INR Monthly)	nm	Leave Encashment, Gratuity & safety equipment
Optional Allowance 3(INR Monthly)	nm3	Maharashtra welfare Fund
Cumulative Cost(INR Monthly)	m	

Formula to be used for calculation of Lowest Bidder will be as follows

Cumulative Cost (Monthly)

"m" = "bp" + "esi" + "Pf" + "Edli" + "Bonus" + "admin" + "nm1" + "nm2" + "nm3"

Total:

"tcv" = (m+(bp + nm1) * sc /100) * t * q

"tcv" = Total Contract Value

"m" = Cumulative Cost(Monthly)

"sc" = Service Charge

"t" = Tenure for which service is required (In No. months)

"q" = Quantity (No. of resources required by buyer)

The Total Contract Value (TCV) calculated using the above formula shall be treated as the Final.

Note:

The Total Contract Value (TCV) calculated using the above formula shall be treated as the Final

Bid Offer Price for financial evaluation.

The bidder quoting the lowest TCV shall be declared the L1 bidder.

In case of any discrepancy between the GeM system-generated evaluation and the above methodology, the evaluation carried out as per this clause shall prevail, subject to applicable

GeM provisions and approval of the Competent Authority.

All statutory liabilities shall be considered as per the prevailing Government rules, notifications, and labour laws.

MCGM Authority will carry out negotiations at the lowest rate received among in the item data.

NOTE 2:

	a) <u>The Bidder / tenderer should note that “Chapter XXI-Miscellaneous Section 171 (1) of GST Act 2017 governs the “ Anti Profiteering Measure (APM).As per the provision of this section “Any reduction on the rate of tax on any supply of Goods or services or the benefits of the input tax credit shall be passed on to the recipient by the way of commensurate reduction in the prices.”Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to MCGM.</u> <u>Further, all the provisions of GST Act will be applicable to the tender.</u> <u>C) As these services falls under “ Pure Services “ Hence GST is exempted (As per the Circular no. CA(F)/FRT/31 dated 29.11.2017).However if GST is applicable for these services bidder shall point it out.</u> <u>d)Hence bidder shall quote the rates exclusive of GST. However ,whatever the rate of GST (from 0% to 18 %) they think applicable shall be clearly mentioned in Annexure - 10.</u>
4.	<u>Documents to be uploaded</u> All required Original document (self Attested Photocopies of specific documents/notorised) shall be scanned & uploaded.
5.	<u>Procedure for the opening of the tender Packet</u> Packet ‘A’ will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present. Packet “ B “ will be opened only if the administrative offer in Packet ‘A’ is acceptable. Packet “C” will be opened only if Administrative offer in Packet ‘A’ and technical offer in Packet “ B” is found acceptable In case Administrative offer and technical offer in Packet ‘A’ and Packet “ B” is found non acceptable or found incomplete the Packet ‘C’ will not be opened and offer will be kept out of consideration. The date and timing of opening of packet “B” and “ C” will be intimated to the responsive Tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained</u>
6.	<u>Authentication for documents</u> The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said service providers and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the service providers’ dues the damages/losses occurred thereof.
7.	<u>Translation of certificates</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
8.	<u>Sign and seal:</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated. i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only. ii) If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only. iii) If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
9.	<u>Paying E.M.D.</u> The tenderer shall have to <u>pay EMD of Rs 6,00,000/-</u>. (Copy of Demand Draft to be uploaded online in Favor of “Brihanmumbai Municipal Corporation”)

10.	<u>Refund of E.M.D.</u> The EMD shall be refunded to the unsuccessful tenderers in due course of time. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the B.G.5% contract deposit for due execution of the contract. OR The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM. The EMD of service providers, who have submitted BG in lieu of 05% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.
11.	<u>Pre-bid Meeting :-</u> The pre-bid meeting will be held on <u>on .07.2026 Dean (K) office parel Mumbai-12.</u> The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.
12.	<u>Name of Partners</u> All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.
13.	Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.
	If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting. (B) If it is found that closely related persons as in clause 13 have submitted separate
	tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned. (C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the service providers as well as related firm/establishments.
14.	Contract deposit Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Banks, list of which is displayed at Reserve Bank of India's following website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf' valid for a minimum period of at least 6 months more than the contract period assigned (i.e. Three and half year for this tender as same will be retained up to 6 months after completion of contract period) The B.G shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch

	of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. The B.G shall be retained 6 months after completion of contract period.
15.	Execution of written contract In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the Chief Accountant and/or Dy.Ch.E (C.P.D.) should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy.Ch.E (C.P.D.) should be informed accordingly. Bidder shall Pay Contract deposit ,legal stationary charges, stamp duty etc.and submit contract documents within 30 days from the date of receipt of tender acceptance letter . Further A fine of Rs.2000 per day will be imposed for Maximum 15 days for submission of contract document. If the Contract documents are not submitted within above stipulated time (i.e. 30 days with inclusive of penalty of 15 days), EMD will be forfeited. Without the contract being executed, no bills shall be admitted for payment.
16.	Refund of contract deposit Contract deposit will be refunded after satisfactory completion of contract period.
17.	Unconditional offer :- Tenderers shall quote a firm & unconditional offer. Conditional offers shall not be considered and shall be treated as non-responsive. Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
18.	Variation in rate Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
19.	Firm price:- The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable.
20.	Contradictory Clause in tender Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
21.	Alternative clauses in tender. No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
22.	Validity:- The validity of the offer should be for at least 90 days from the date of the opening of the tender. Tenders specifying validity less than 90 days shall be rejected outright.

23.	Bidders address The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure - 1.
24.	Tender Price: Tender Price as mentioned in tender notice is to be paid on line and shall not be refundable.
25.	Order :- The user department will place the service orders as and when required.
26.	Contract :-Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. Language:- All notices ,certificates ,correspondence or other communications under or in connection with this contract document ,the project and all works shall be in English and Marathi Tenderer must distinctly understand: That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
27.	Contract Postponement:-Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Municipal Corporation of Greater Mumbai having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.
28.	Acceptance of Tender:- The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons
29.	Acknowledging communications Every communication from the Dean (K) Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
30.	Jurisdiction of courts:-In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
31.	Taxes and Duties All the rates quoted by the tenderer should be inclusive of all taxes and duties
32.	Information regarding payment Payment will be made within 30 days from the date submission of the bills thereof and only submission of all documents for execution of contract. Service provider will have to submit his bill on monthly basis along with following documents: 1) The bills have to be accompanied by exact data on personnel employed and the deployments have to be certified by authorized official of MCGM. 2) Particulars of the personnel engaged are required to be submitted to MCGM 3) The bidder has to ensure that all personnel deployed have valid bank account and payment to their account every month and certified copy of payment has to be along with bills.

	4) Bidder shall provide IP numbers allotted by ESI authorities for each and every personnel deployed by them at MCGM against this contract. 5) Bills in detail may be drawn as per column given below: - Basic , VDA, ESI, EPS , GST 6) Salary slips /statement issued to all the workers/supervisors engaged showing complete details of wages paid i.e. number of days, rates of wages and deductions under various heads including ESI, EPF contribution. 7) The service provider has to submit an affidavit on non-judicial stamp paper of Rs.100/-that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bill. 8) Copies of paid challans in respect of ESI, EPF contribution and GST (if applicable) in respect of specifically for manpower deputed in the Institute rather than consolidated challan of payment of various contracts/works. 9) The service provider shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per acquaintance roll and all labour laws obligations have been complied with including payment of overtime allowance in order to confirm the correctness of payment accounts to right party. Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by MCGM in Mumbai jurisdiction. Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the service provider/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.
33.	<u>Rejection</u> If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
34.	<u>Penalty</u> A) If the successful tenderer fails to comply with work/purchase order within the delivery period stipulated, the Municipal Commissioner/ Dean (K) / Indenting Officer shall exercise his discretionary power either :- To recover from service provider as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the service providers balance bill, B.G. or EMD or any money due to the service provider from MCGM. OR To outsource elsewhere after giving due notice to the service provider on that account and at his risk and cost OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors. <u>B) Operational Penalties :-</u> (a) The tenderer shall provide the required Ancillary services within the period of 30 days from receiving demand order. However, for any delay will attract penalty of Rs. 10,000/-per day. (b) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, will attract penalty of Rs.1000/- per day.

	(c) if Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider Agency and Person misusing / misconducting the MCGM Personnel and its property, the penalty of Rs. 1000/- per day per incident will be charged and deducted from the bill presented for payment by the service provider. (e) In case of using substandard material /material of different brand than specified in Annexure, the penalty of Rs. 500/- per day per incident will be charged and deducted from the bill presented for payment by the service provider. The tenderer shall ensure that there is no complaint from such outsourced person about non-payment of wages / dues in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value. (f) The tenderer shall ensure that there is no complaint from such outsourced person about non-payment of wages / dues in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value.
35.	<u>Consequence of Substandard /Short supply</u> Tenderer shall have to provide replacement for the unskilled / Substandard outsourced man power which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned department, and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the service provider shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the service provider from the Municipal Corporation.
36.	<u>Blacklisting</u> The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/ Information. OR iii) In case of non-supply of required man power or supply of non qualified / untrained man power.
37.	<u>Payment of legal and stationery charges.</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the Man Power as per prevailing circular.
38.	<u>Stamp duty</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.
9.	<u>3 Amendment to tender documents</u> Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'
40.	<u>Secrecy</u> The service provider shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the service provider.
41.	<u>Compliance with security Requirement</u> The Service provider shall strictly comply with the security Rule of the MCGM in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from MCGM for entry into the premises.
42.	The services mentioned in item data are based on the requirement of user department.

43.	The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification/Documents / Additional Documents from the tenderer during the tender process. If the bidder fails to submit the documents in Packet A, his Packet 'B' will not be opened and his bid will be rejected out-rightly. Note :- If the tenderer has not uploaded all the documents in Packet 'A', then the tenderer shall be intimated to comply with the said requirement within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload /submit self attested, signed, scanned copies of the documents asked for. Also it shall be noted that 5% amount of EMD will be forfeited for not uploading documents in packet 'A'. Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative & Technical offer in Packet 'A & B' is acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.
44.	M.C.G.M. has formed a internal Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document. This Internal Grievance Redressal Committee (GRC) will be operated through DEAN (K) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The details of 'Internal Grievance Redressal Committee' are given in Annexure- 9
45.	This tendering process is covered under Information Technology Act & Cyber Laws as applicable.
46.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." Affidavit shall be uploaded in this respect as per annexure – 4.
47.	Tenderer Participating in this bidding process have to furnish the details as per annexure – 1
48.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
49.	Risk & Cost System:- In case, the Service provider/s, shall at any time during the continuance of these presents fail to supply the Man Power satisfactorily, as per the prescribed time as herein provided or in case, shall fail at once to replace any man power that may have been rejected as herein provided with other, of approved standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the service provider/s. The extra cost thereof (if any) and all expenses thereby incurred, which include 15% Administration Cost, shall be payable by and/or may be deducted from any moneys due or become due to the Service provider/s under this or any other contract/s between the Service provider/s and the Corporation.
50.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.

51.	Bidder shall not have been debarred/ black listed by M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of MCGM / if it is brought to the notice of MCGM during the currency of this contract, that any disciplinary/penal action is taken against the bidder due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as it finds fit.
52.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter
53.	The man power services should be available in all 3 shifts in a day as per the requirement of user department. These services are also be made available on holiday or any public holiday as per the need of user department
54.	<u>Fraud and Corruption:-</u> MCGM requires that Service Provider must observe the highest standard of Ethics during the execution of contract. In pursuance of this policy ,MCGM defines ,for the purpose of this provisions ,the terms set forth as follows:- 1) “Corrupt Practice” means offering, giving receiving or soliciting of anything of the value to influence the action of MCGM in contract executions. 2) “Fraudulent Practice” means a miss presentation of the facts , in order to influence a procurement process or execution of contract ,to MCGM and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificially high or non competitive level and to deprive MCGM of benefits of free and open competition. 3) “ Undesirable practice” means (i) establishing contract with any person connected with or employed or engaged by MCGM with the objective of canvassing ,lobbying or in any manner influencing or attempting to influence the selection process : or (ii) having a Conflict of interest. “Restrictive practice” means forming cartel or arriving at any understanding or arrangement among bidders with objective of restricting or manipulating a full and fair competition in Selection process. 5) “Coercive Practices” means harming or threatening to harm directly or indirectly ,person or their property to influence their participation in the execution of contract. If it is noticed that the service provider has indulged into the corrupt /Fraudulent / Unfair/ Coercive Practices, it will be sufficient ground for MCGM for termination of the 4) Contract and initiate blacklisting of the service provider.
55	resolved the disputes amicably ,by direct information , negotiations of any disagreement or dispute arising between them under or in connection with this agreement .All differences disputes arising under and out of these present, or in connection with this agreement shall be referred to the Hon. Municipal Commissioner of MCGM as a sole Arbitrator ;under the provisions of the Arbitration and Reconciliation Act of 1956 and decision shall be final and binding on the parties.
56.	<u>Limitation of Liability towards MCGM</u> :- The Service Provider’s liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to MCGM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to MCGM on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person/ persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.
57.	<u>Conflict of Interest</u> :- The Service Provider shall disclose to MCGM in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold MCGM’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

58.	Indemnity :-The Service Provider agrees to indemnify and hold harmless MCGM, its officers, employees and agents(each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from (I) Any mis-statement or any breach of any representation or warranty made by the Service Provider or (ii) The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub service providers pursuant to this Agreement, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party’s trade secretes under the laws of India (collectively, “Infringement Claims”); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) “Implementation of Cloud based Project by itself or through other persons other than Service Provider or its sub-service providers; (B) Third Parties (i.e., other than Service Provider or sub-service providers) at the direction of MCGM or (III) ant compensation / claim or proceeding by any third party against MCGM arising out of any act ,deed or omission by Service provider or (iv) claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.
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Third Party Claims :- (a) Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement.

(b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

(I) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) the Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

(iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party

(V) Service Provider hereby indemnify and hold indemnified MCGM harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

(vi) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

(vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &

(viii) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

(ix) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to

which such indemnification relates

Miscellaneous :-**(a) Care to be taken while working at MCGM Office**

Service Provider should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Service Provider should ensure that there is no damage caused to any private or public property. In case such damage is caused, Service Provider shall immediately bring it to the notice of concerned organization and MCGM in writing and pay necessary charges towards fixing of the damage.

Service Provider shall ensure that its employees/ Representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

(b) Compliance with Labor Regulations: - The Service Provider shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MCGM project should be paid using ECS/ NEFT/ RTGS. A record of the payments made in this regard should be maintained by the Service Provider. Upon request, this record shall be produced to the appropriate authority in MCGM and/or Judicial Body. If complaints are received by MCGM (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Service Provider.

If the Service Provider has less than 20 employees on its pay-roll, then the Service Provider shall submit an undertaking on a stamp paper of Rs. 100/- stating the number of employees. This is as per the requirement of Employee State Insurance Corporation Act 1948. On the other hand if the Service Provider has more than 20 employees on its pay-roll then the Service Provider shall submit the certificate issued by Employee State Insurance Corporation

(c) Notices :- Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

MCGM: Tel: Fax:

Service Provider: Tel: Fax:

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

(d) Personnel / Employees:- i) Personnel / Employees assigned by Service Provider to perform the services shall be employees of Service Provider and/or its sub-service providers, & under no circumstances will such personnel be considered as employees of MCGM. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. MCGM shall not be responsible for the above issues concerning to personnel of Service Provider.

(ii) Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services & that, such personnel have appropriate qualifications to perform the Services. MCGM or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that MCGM requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by MCGM or its nominated agencies, within not later than 30 working days. Service Provider shall depute quality team for the project & as per requirements MCGM shall have the right to ask Service Provider to change the team.

(iii) Management (Regional Head/ VP level officer) of Service Provider needs to be involved in the project monitoring & should attend the review meeting at least once in a month.

(iv) The profiles of resources proposed by Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Service

	Provider shall not remove such personnel without the prior written consent of MCGM. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with MCGM. Replacement of 'Key Personnel' within first six months of the contract shall not be allowed. Any such replacement would attract financial penalty as deemed appropriate by MCGM at that time. The penalty applicable for replacement of " Key Personnel" within the first six months of the contract shall be Rs 50,000/- per change in resource, Maximum one replacement is permissible in the first six months. (v) Except as stated in this clause, nothing in this Agreement will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MCGM shall have the right to review and approve Service Provider's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced. (vi) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith. (e) Variations & Further Assurance (a) No amendment, variation or other change to this Agreement shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement. (b) Each Party to this Agreement agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement
61	In the event that two or more bidders quote the same price, the selection of the L1 bidder shall be made through a lottery system, in accordance with the applicable GeM/Procurement guideline.

Special condition of contract

1. Housekeeping – an Introduction

It may be simply be defined as “Provision of clean, comfortable, safe & aesthetically pleasing environment”.

“Housekeeping is a support service in a hospital, which is responsible for cleanliness, maintenance & aesthetic upkeep of patient care areas, public areas and staff areas”. It is also known as sanitation sanitation services etc.

Housekeeping services in a hospital is entrusted with maintaining a hygienic and clean hospital environment conducive to patient care. The hospital housekeeping services comprises of the activities related to cleanliness, maintenance of hospital environment and good sanitation services for keeping premises free from pollution. Housekeeper literally means "keeper of the house". Hospital housekeeping management may be defined as that branch of general management which deals with cleanliness of the hospital, general environmental hygiene, sanitation and disposal of waste using appropriate methods, equipment and manpower. The housekeeping services can be summarized as "All the activities directed towards a clean, safe and comfortable environment".

2. Principles of Cleaning in a Health Care Environment

Health care organisations are complex environments that contain a large diversity of microbial flora, many of which may constitute a risk to the patients, staff and visitors in the environment. Transmission of microorganisms within a health care organization is complicated and very different from transmission outside health care settings; and hence the consequences of transmission may be more severe. High-touch environmental surfaces of the health care organization hold a greater risk due to the nature of activity performed in the health care organisation and the transient behaviour of employees, patients and visitors within the health care organization, which increases the likelihood of direct and indirect contact with contaminated surfaces.

- 1) Hospital component is the area of the facility that is involved in direct patient care; this includes patient bed space/room (including nursing stations); procedure rooms; bathrooms; clinic rooms; and diagnostic and treatment areas. Areas designated in the hospital component are cleaned with a “Hospital Clean” regimen.
- 2) GENERAL CONDITIONS OF CONTRACT (GCC)
- 3) The persons deployed by the service provider should be properly trained, have requisite experience and having the skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipments. There should be one supervisor per shift in each Hospital.
- 4) For 1 Lac square foot area there should be minimum 10 person's in 1st and 2nd shift. Whereas in 3rd shift there should be minimum 5 persons per shift for 1 Lac square foot area .also there should be one supervisor per shift. So service providers has to provide minimum number of manpower.
- 5) Bio metric attendance should be made mandatory to each hospital staff deployed by tenderer.
- 6) The service provider should study carefully the locations, site conditions, safety & security conditions, specifications, schedule of quantities, the frequencies of different operations and services to be provided as per the tender documents to fully appreciate the scope of work before quoting his rates. MCGM will not, in any way, be responsible for the inadequacy, correctness or insufficiency of information as regards to the site information mentioned in the tender. It is advisable that the service provider visits and surveys the actual site conditions to understand, satisfy and appreciate the scope of work as mentioned in the tender document to arrive at his best optimum quote. It is also required for the prospective bidder to purchase the tender forms before his site visit, without which he may not be entertained or allowed to enter the premises and survey the site. The information & site data mentioned in the tender documents are being furnished for general information & guidance only. The authority/officer in-Charge in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn there from. The service provider shall verify such data to his entire satisfaction before quoting the rates.

- 7) The service provider shall have to provide the services as per minimum frequencies mentioned in the tender document to maintain clean environment. However, the work shall have to be done more frequently if required upon the instructions of the authority/officer in-Charge, for which nothing extra shall be paid.
- 8) The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Building in-charge & nothing extra shall be paid on this account.
- 9) The service provider shall comply with proper & legal orders & direction of the local or public authority or Municipal Corporation and abide by these rules & regulations & pay all fees & charges which may be liable.
- 10) The service provider shall give due notice to Municipal Corporation, Police and / or other authorities that may be required under the Law / Rules under force & obtain all requisites licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of the execution of the work under the agreement. Nothing extra shall be paid on this account.
- 11) The service provider shall be responsible to arrange at his own cost all necessary tools, plants & machinery required for execution of work.
- 12) No assistance of any kind including foreign exchange shall be made available by the department for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only.
- 13) The service provider shall execute his services in such a manner that no damage is made to the existing structures, plant & machinery and any type of equipment.
- 14) The service provider shall conduct his work so as not to interfere with or hinder with the operations of other service providers, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of Building in-charge.
- 15) Any person or party who is a minor or who has been adjudged adolescent or who has been convicted in a Court of Law for an offence under the Indian Penal Code or an offence involving turpitude or other criminal activities or detained under any preventive law, for the time being in force such as TADA, F.E.R.A., etc. or who has been black listed by the Central/State Government or any Corporations, is not eligible to submit any Tender. Tender, if submitted by such person or party shall be treated as invalid.
- 16) Materials and chemicals of approved quality and standard shall be used.
- 17) Machinery / equipment procured by agency are the property of the service provider and will be maintained by agency at his own cost. For maintaining the machinery in running condition, the service provider shall preferably carry out the AMC for the machines which he has procured for the purpose of carrying out the work from the manufactures of the machines.
- 18) Utmost care shall be taken to keep the noise level during the services to the bare minimum so that no disturbance as far as possible is caused to the people nearby.
- 19) No inflammable materials shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules / instructions issued by the competent authorities and as per the direction of Building in-Charge.
- 20) In the event of any restriction being imposed by the Police agency, MCGM, Traffic or any other authority having jurisdiction in the area on the working or movement of labour / material, the service provider shall strictly follow such restrictions and nothing extra shall be payable to the service provider on this account. General Security restriction are given as under :
- 21) The service provider should ensure the Health and Safety measures of the employees, deputed for the works at his end, MCGM may also conduct health checkup of the staff deployed at regular intervals at the service provider cost if required.
- 22) The service provider will be responsible for supply / installation / refilling / maintenance of all such items/equipments used in wash rooms and other areas of the hospital for housekeeping purposes as given in Appendix– B.
- 23) The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. The service provider shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The service provider shall be fully responsible for the conduct of his staff.

- 24) The service provider at all times should indemnify MCGM against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time, MCGM will not own any responsibility in this regard. Minimum wages will have to be paid as per Central Govt. Rules.
- 25) The initial period of contract shall be for **03 months, which may be extended** at a time depending upon the performance of agency and at discretion of MCGM. MCGM however, reserves the right to terminate the contract by serving one month notice, in writing if the MCGM administration is not satisfied about the services of the service provider. The service provider may also ask for the same by giving three month notice but he has to provide the housekeeping facility till the next agency takes over.
- 26) In case of breach of any terms and conditions attached to the contract, the Performance Guarantee of the service provider will be liable to be forfeited by MCGM besides annulment of the contract.
- 27) The service provider has to provide standard liveries on his part to its housekeeping staff. The staff shall be in proper uniform having printed 1.) **HOUSEKEEPING STAFF & NAME OF COMPANY on Reflective tape** for respective employee provided by the service provider but approved by MCGM administration with their identity properly displayed, samples of liveries **(Dark Blue for Cleaning and light blue for Ward/ICU personals)** will have to be submitted by the Service provider for the approval of competent authority. Hospital will provide the space for setting up a control room for the service provider in the premises of the concerned building/hospital from where the service provider and his own supervisory or office staff can control the housekeeping labour force working in the hospital. The service provider will arrange for all items needed for his staff viz., time keeping machine, Computerized inventory of stores, computerized daily duty roster chart, etc. The housekeeping staff will first report to the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of materials and equipment's, etc.
- 28) Once the housekeeping staff is allotted an area of work he or she will be under supervision of the sister I/C/Supervisor/Officer of that area i.e. wards/OPD/IPD/Stores/Offices etc. and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the sister I/C/Supervisor/ Officer. All instruction given by sister I/C/Supervisor/Officer should be considered in the scope of work if it is for the benefit of the patients.
- 29) The Service provider shall:
- Ensure Animal (quadrupeds), honey bee, bats, bees, pigeon, Flies free environment in the premises of MCGM.
 - Provide all items and consumables to their users as per Appendix -B if in his scope.
 - Ensure that their managers/supervisors are equipped with mobile phones.
 - Arrange for a garbage disposal vehicle, and other equipment required for segregation and
 - Disposal of waste in a professional manner to designated place as ear marked by hospital.
 - Provide Hospital Waste management services when applicable including all equipment, containers, trolleys etc. and compliance with Hazardous waste management and handling rules. Bio-Medical Waste Management and Handling Rules 2000.
 - Plan; manage collection, mechanized screening / segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco friendly manner. The service provider will arrange for required resources, including manpower, machinery, disposables etc which is used by the housekeeping staff. The service provider will also ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the service provider to the housekeeping staff.
- 30) Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice

and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 31) If at 9.00 am and at 5.00 pm any uncleanness is found then there is a fine of Rs. 2000/- rupees. The same amount will be deducted from the bill.
- 32) The service provider shall be wholly responsible for the conduct/integrity of each supervisor/sweeper deputed by him. The service provider shall also be responsible for any act of omission or commission on the part of his sweepers and supervisors and he will keep a regular watch on their conduct and behaviour. Any damage done/caused to the existing structure/furniture/fittings by the workers of the service provider's firm shall be got rectified by the service provider at his own risk and cost.
- 33) In case of pecuniary and material loss suffered by the Department on account of negligence attributable to the Service provider or his employees, the MCGM will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Department, the balance, as may be necessary shall be recovered from the contractual charges due to the service provider's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
- 34) The service provider himself shall be responsible for the safety and maintenance of his tools and plants materials. No damages/claim of the service provider on this account shall be entertained.
- 35) All the Tools and materials, viz. Scrubbing machine, trolley, buckets, mugs, pipes, ladders etc. shall have to be transported by the service provider himself. The MCGM shall not entertain any extra claim/expenditure on account of these tools and materials.
- 36) The service provider will supply sufficient sets of uniforms, badges, and gum-boots to each sweeper, who shall invariably working hours, any sweeper is found to be without uniform/badges, he/she will be marked absent and necessary recovery as per condition will be made from the service provider's bills.
- 37) The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in charge whose decision in this regard shall be final and binding on the service provider.
- 38) The sweepers and supervisor shall be under the direct control of the officer in-charge or his/her authorized representative for day-to-day maintenance operations. For every toilet there should be a card which mentions last cleaning time.
- 39) Electricity will be supplied free of cost to the service provider but necessary arrangement for lead wires, cable (shock proof) etc. shall be arranged by the service provider and nothing extra shall be paid on this account.
- 40) The service provider shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the currency of the contract, comply with all relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the MCGM would compensate for the losses and damages of material/manpower.
- 41) The service provider shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
- 42) The material for daily use like vim powder, liquid soap, Naphthalene balls, Hydrochloric Acid, Odonil balls/stick, fresheners, toilet soap, phenyl, sanitary cubes, toilet paper, tissue paper, Finit, Homocol liquid soap, Harpic, pochha, hand duster, toilet brush, plastic seekh brooms, jail brush, calanzo, platform brush, wiper, soft brooms, surf etc. shall be arranged by the Agency for which he has to quote in the financial bid. The material being used by the agency would be of superior quality/standard and of prominent brand as stated.
- 43) Equipments such as automatic polishing machine, cleaning machines, motorized spray in toilets is must. The contractor should keep all the machines working and functional. If they are not functional then there will be fine of Rs. 3000/- per week
- 44) While working on machines operated on electricity, the workers operating the machine should be provided with proper gum boots and hand gloves so as to ensure his/her personal safety any possible electric shock due to use of water or otherwise
- 45) Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the

scope/quantum of the work or if no work is awarded at all.

46) Manpower

- a. Any misconduct/misbehavior on the part of the manpower deployed by the Service provider will not be tolerated and such person will have to be replaced by the serviceprovider at his own costs, risks and responsibilities immediately, with written intimation to hospital authority.
- b. The service provider should ensure to maintain adequate no. of manpower and also arrange a pool of stand by housekeeping staff in case any housekeeping staff absences from the duty, the reliever of equal status shall be provided by the service provider from an existing pool of housekeeping staff.
- c. The housekeeping staff deployed through service provider in the MCGM HOSPITAL shall not claim any benefit, compensation, absorption or regularization of their services in the establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The service provider should have to obtain an undertaking from the deployed persons to the effect that the deployed persons is the employee of the service provider (agency) and shall submits the said undertaking to the MCGM. In the event of any litigation on the status of the deployed persons, the MCGM shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the MCGM is made necessary parties in dispute to adjudicate the matter, the service provider has to reimburse the expenditure that would be borne by MCGM
- d. The housekeeping staff deployed by the service provider shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the service provider.
- e. The service provider shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- f. The personnel deployed shall be employees of the Service Provider and all statutory liabilities such as ESI, EPF, Workmen's compensation as per relevant statutory Act, etc shall be paid by the bidder. The list of personnel to be deployed shall be made available to MCGM and if any change is required on part of MCGM, a fresh list of personnel shall be made available by the bidder after each and every change. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum wages Act, Contract Labour (Regulation and abolition) Act, ESI, EPF and various other Acts as applicable from time to time with regard to the personnel engaged by the bidder for the MCGM.

47) Risk Clause

- a. The service provider shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. MCGM reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing service provider and excess expenditure incurred on account of this will be recovered by the MCGM from the service providers Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with designated officer of MCGM. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.

- c. In the event of loss/damage of equipments etc. at the premises of the MCGM, due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to MCGM. The service provider or its representative/s shall meet Hospital representative/s regularly to take feedback regarding the Housekeeping Services.
- d. The service provider will also maintain a suggestion book for comments on the services rendered by it.
- e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the MCGM premises and shall indemnify Hospital, for any loss or damage caused by any act of the service provider or its employees or staff etc.
- f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
- g. Training on behavior aspects and ethics must be done regularly, MCGM way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- h. Licenses if any required for Housekeeping Services at the site will be made available by the service provider.

48) Daily Services: -

Housekeeping in the hospital conditions is different than the housekeeping services in other commercial organizations. Housekeeping staff has to work with the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities the housekeeping staffs has to show his / her humanitarian concern towards the patient and provide him/her all types of required help and services. Such services may be need based and might not been included in the general scope of work but they have to be provided by the housekeeping staff if needed. In view of the above, any work assigned by the sister I/C/Supervisor/Officers for the patient benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him/her in changing of soiled cloths/Linen or any type of need in emergency and helping the ill patient in any type of need, transportation is included in the scope of work. The housekeeping staff shall maintain cleanliness in the patient rooms/ ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival.

Housekeeping / cleaning services should be provided round the clock on all days including holidays so that all areas are neat and clean all the time. Service provider will arrange manpower for special VIP visits, if required and provide full support and cooperation during functions, seminars, conferences organized by the Institute. Housekeeping staff has to do following activities for all of the Hospital rooms of all the departments, stores, canteen, kitchen, consultants chambers, wards, ICUs, Operation Theatres, CSSD, Laundry, Labs, Blood Bank, Electrical/ mechanical rooms all corridors and all covered and open areas of HOSPITAL.

Scope of is as follow:-

- Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments at regular intervals as prescribed on daily basis.
- Cleaning sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, Corridors Ceilings, Academic Block, Office Rooms, training rooms at regular intervals on daily basis as prescribed.
- Vacuum cleaning of all carpets and upholstered furniture.
- Cleaning and disinfecting kidney trays, urinals bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required.

- Cleaning blood spills and others such as human excrement, urine, vomitus, sterile body fluids as & when required.
- Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipments, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 3 times.
- The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full time to time.
- Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
- Refilling, replacing and emptying of sharp containers at all stations.
- Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use. Washing linen which are soiled by urine, vomitus, faeces and others with 1% hypochlorite solution and send to laundry.
- Spraying room fresheners in all rooms on daily basis at regular intervals.
- Assist in transporting dead bodies to mortuary and dispose off and amputated limbs or other parts to BMW collection point.
- Cleaning, mopping, disinfecting OT floors, walls, ceilings / OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day as prescribed (as per instruction & direction of OT In charge).
- Clean the patient's bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
- Cleaning and disinfecting of ICU beds, OT beds between cases (as per instruction & direction of OT In charge) as prescribed.
- Washing of slippers in ICUs, OT, dialysis etc. Assist in fumigation of ICUs as per schedule.
- 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 areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check -ups in the morning, afternoons and on call basis during daytime.
- Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, Pump Rooms, AC Plants, Electrical Substation, Auditorium R&T, Nursing College, Main Gates, etc. as directed.
- Any additional work assigned by the ward of the area where the housekeeping staff has been placed on duty. Once assigned an area the housekeeping staff will be under the control and supervision of the sister I/C/Supervisor/Officer on duty of the area.
- Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / nursing orderly / staff nurse / nursing sister.
- All waste material including Malba etc. lying in corridors, verandahs, staircases etc. shall be removed and thrown in the dustbin located outside the building premises. It will be the responsibility and duty of the service provider to ensure that there is no water accumulation anywhere inside the premises of the building, especially in the bathrooms/toilets.

49) Waste Disposal Management (Including Bio-Medical Waste)

The Housekeeping Department's manpower shall collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the hospital.

Categories of waste

Anatomical waste – Tissues, organ, body parts.

Soiled waste (Solid waste) – blood and body fluids, stained dressings, swabs, cotton etc. solid plaster casts.

Plastic Waste – IV sets and tubing, gloves, catheters, vacutainers and syringes (without needles), urine bags, blood bags.

Microbiology waste – lab cultures. □Sharps – Syringes with needles, burnt needles, stylets, scalpels, lancets, blades, broken ampoules.

Liquid waste – waste from laboratory and washing, cleaning and disinfection.
Expired Medicines.

General waste – paper, cardboard, unbroken glass bottles.

STANDARD METHOD AND PROCEDURE FOR COLLECTING HOSPITAL WASTE IN VARIOUS COLOUR CODED GARBAGE BINS:-

- Anatomical waste will be collected in yellow bag and will be given to centralized waste management of Housekeeping department.
- Soiled waste (Solid waste) – will be segregated and collected in red bags and will be given to centralized waste management of Housekeeping department.
- Plastic waste will be collected in blue bags and will be autoclaved chemically disinfected and then shredded. Sharps will be collected in puncture proof container and will be given to centralized waste management Housekeeping department.
- Microbiology waste will be autoclaved. Liquid waste will be disinfected with hypochlorite solution before disposal.
- Expired Medicines will be sent to pharmacy for return.
- General waste will be collected in black bag and will be disposed as normal waste.

The following guidelines shall be followed:-

- Segregation will be done at source.
- Bins will have bio-hazardous sign on them.
- Housekeeping personal will wear gloves and masks before collecting the garbage.
- Bags will be secured when they are 3/4th full and will be clearly labeled with the date, time and respective floor.
- While handling the bag it must be held at the closed top and away from the body.
- If a bag is found broken or not completely sealed then it should be double bagged into a second bag.
- Garbage will be transported in designated trolley to the storage area.
- Cleared daily at designated time.
- Access to waste storage area is limited to authorized Housekeeping personals.
- Waste storage area must be inspected every week for spills and contained deterioration and the inspection must be documented.
- Before the collection by the outside vendor the garbage bags has to be weighed and the details like date, time floor, weight will be entered in the garbage register by the housekeeping boy in the presence of security,

If for any reason, it becomes necessary to store the waste beyond such period, the authorized Housekeeping person must take permission from the authorities and take measure to ensure that the waste doesn't adversely affect human health and environment. Bio-Medical Waste Management and Handling Rules, 1998 amended in 2000 shall and subsequent amendments, if any be adhered to.

50) **Body Packing Services**:- The consumables shall be provided by Concern Hospital Authority, the Housekeeping personnel shall carry out the body packing services as directed by Mortuary In-charge/Concern Hospital Authority.

51) Weekly Services :-

The deep cleaning of the entire area will be done by the service provider once a week as under

- Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fitting, toilet drain pipes etc. in the toilets with standard cleaning material.
- Cleaning of all windows glasses and grill with detergent/ cleaning agents.
- Washing of outside area with High Pressure Jet Machine.
- Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

50. Pest and Rodent Control Services required in regular intervals:-

The Housekeeping Department shall take effective measures for Rodent and Disinfection Services including fogging etc. in the earmarked area. The Housekeeping Department shall use chemicals that are harmless to humans and machines and are WHO specifications. Further, the chemicals should not leave any spot in the treated area, The Housekeeping Department will submit a detailed plan for carrying out the Pest and Rodent Control Services for the approval of Authorities of MCGM.

51. The service provider will work in the specified area mentioned in the scope of work. The tenderer will make a cleaning program and submit to MCGM for weekly cleaning so that MCGM concerned official / In-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

52. Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the service provider:-

The **Supervisor** of service provider will make a cleaning programme and submit to Authorities of MCGM for weekly cleaning, so that concerned official / In charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

Management / Housekeeping Service Requirements / Complaints Report- This is to be filled up by the management and administrative staff of the Department, who receive / observe the complaints / requirements for any of the services. All suggestion, complaints related to services or staff deployed by the service provider will be registered at the on the computer and reported to Incharge of Department of MCGM . The service provider will take immediate action to resolve the complaints within the specific period of time.

Housekeeping Services Complaints Register. This register is to be completed on the basis of information received by the Housekeeping Manager from various departments of MCGM through the inspection of the various sites, material on sites, attendance sheet of the staff, weekly report, e-mail of various departments, verbal complaints from various departments, etc. and necessary action is to be taken.

53. Liquidated damages:

Whenever and wherever it is found that the cleanliness is not up to the mark it will be brought to the notice of the supervisory staff of the contractor by sister I/C or officials of MCGM of the area and if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of MCGM Officer In-charge shall be final, in this regard.

The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.N	Description of Irregularities	Penalty
1	If the garbage is not lifted as per defined mode & scheduled	@ Rs. 500/- on each failure occasion
2	Staff not in Uniform/ without I Card	@ Rs. 100/- per worker /day
3	If it is found that no action is been taken within One hour after the complaint of Un-clean premises and improper housekeeping	@ Rs. 200/- per complaint
4	If any uncleanliness is found at 9.00 a.m and at 5.00 p.m	@Rs. 5000/- per incident
5	If prescribed detergents & cleaning agents not used	@Rs. 1000/-when noticed
6	Misbehavior by the housekeeping staff to MCGM Employees or patient/ patient relative/ visitors.	@ Rs. 5000/- per incident

The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual staff deployed by them in this office in the given time limit:

- List of persons deployed.[monthly]
- Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
- Birth proof of the candidates- [at the time of deployment]
- Copy of Aadhar Card of the candidates
- Identity Cards issued by contractor bearing photograph - [within 8 days]
- Identity proof and residential proof- [at the time of deployment].

Scope of work and services for each of the premises:

Details of the scope of work and Details of Equipment to be used and liveries to be used at each of the premises for housekeeping job are enclosed as below

Though the area mentioned in the tender document is in square feet ,cleaning services would be three dimensional.

Scope of Work (Descriptions and Specifications)			
ICU & OPERATION THEATRE and other High risk Areas			
DAILY			
	Activity	Frequency	Method
1	Wet Mopping & drying of floor	Continuous / as and when required	Auto scrubber drier / Wet and Dry Mopping
2	Reception area cleaning	Once a shift	Wet & Dry wiping
3	Water Cooler cleaning - Outside and surrounding area	Daily once in a shift	Manually
4	Telephone & Computers cleaning	Daily once	Dry & Semi Wet wiping.
5	Glass cleaning	Daily once	Glass cleaning kit
6	Cleaning of Nurse station	Twice a shift	Wet & dry Wiping
7	Doctors room	Once a shift	Single disc / wet & dry Wiping
8	Cleaning of medicine prep. Area	Once a shift	Wet & dry Wiping
9	Recovery room area cleaning	Twice a shift	Mechanized / wet & dry Wiping
10	Garbage Removal and Dustbin movement	Twice a shift	Manual
11	Dusting of doors and windows in OT corridor	Daily Once	Manual
12	Washroom & wash basins cleaning	Twice a shift	Manual
13	Mopping of floor with disinfectant.	Every 2 hours / as and when required.	Mop & disinfectant
WEEKLY			
Sr. No.	Activity	Frequency	Method
1	Partition cleaning	Ones in a Week	Dusting, Wet & Dry wiping.
2	Furniture ,Window channel etc.	Ones in a Week	Wet Wiping
3	Electric Panel & Instruments cleaning	Ones in a Week	Dry Cloth Wiping
4	Man height Column, Side-Walls cleaning	Ones in a Week	Dusting, Wet & Dry wiping.
5	Fans, Tube lights, A/c Unit etc. cleaning	Ones in a Week	Wet & Dry wiping.
6	Reception, Dr's.Room & Nurse station area	Ones in a Week	Wet & Dry wiping.
OFFICE, CABINS, CONSULTING ROOMS, CHANGING ROOMS, STORES ETC			
DAILY			
Sr.	Activity	Frequency	Method
1	Mopping of floor with disinfectant	Twice In a shift	Easy Mop and Disinfectant
2	Water Cooler cleaning - from Outside and surrounding area	Daily once / as and when required	Manually
3	Telephone, computer & other equipment cleaning	Daily once	Dry & Semi Wet wiping
4	Dusting & Wiping of Tables, Chairs, Shelves etc.	Daily once	Dusters, wet/dry cloth etc
5	Dustbin Emptying & cleaning movement	Twice a shift	Manual
6	Glass cleaning	Daily once	Glass cleaning kit
7	Spraying of room freshener	Daily once	Spray Bottle

Cleaning and Housing Keeping of Hospital WARDS and Mortuary Wards			
DAILY			
Sr. No.	Activity	Frequency	Method
1	Reception area cleaning	Continuous / as and when required	Wet & Dry Wiping
2	Scrubbing and Drying of Floors	Every 2 hours/ As and When Required	Wet & Dry Wiping
3	Change of linen	Once in a day/ As required	Manual
4	Doors & handles	Daily once	Wet & dry Wiping
5	Water Cooler cleaning – outside	Daily Twice	Wet & dry Wiping
6	Wash Basin cleaning	Twice per shift / as and when required	Wet & Dry Wiping
7	Toilet cleaning	Thrice a shift /as and when required	H.P Jet, Manual Cleaning
8	Telephone, Chairs, furniture etc cleaning	Daily once	Dusting, Wet/Dry wiping.
9	Mopping of floor with disinfectant	Twice / shift	Easy mops & disinfectant
10	Garbage & Dustbin movement	Twice / shift	Manual
PASSAGES, LIFT ENTRY LOBBY, CORRIDORS & WAITING AREAS/ Hostel Common Area			
DAILY			
Sr. No.	Activity	Frequency	Method
1	Mopping of floor with disinfectant.	Every 2 hours/ As and When Required	Easy mops & disinfectant
2	Reception area cleaning	Twice a shift	Wet & Dry Wiping / mechanized
3	Stair Case And Railing Cleaning	Daily once / shift	Wet & Dry Wiping
4	Telephone, Computers, decorative items etc	Once a Day	Wiping
5	Water cooler cleaning – outside	Daily Twice / week	Wet & Dry Wiping
6	Furniture Items	Once a Day	Dusting, Dry Wiping
7	Staircase cleaning	Once a Shift / as and when required	Mopping
8	Lift capsule cleaning	Twice a shift	Mopping & Wet & Dry Wiping
9	Dustbin movement	Twice a shift	Manual
Weekly			
Sr. No.	Activity	Frequency	Method
1	OPD Cash counter & Information desk cleaning	Ones in a Week	Wiping
2	Glass Cleaning	Ones in a Week	Glass Cleaning Kit
3	Partition Cleaning	Ones in a Week	Wiping
4	Furniture, Window Channel etc cleaning	Ones in a Week	Wiping
5	Electric Panel & Instrument Cleaning	Ones in a Week	Wiping
6	Man height Column, side-Walls Cleaning	Ones in a Week	Wiping
7	Fans, Tube lights etc cleaning	Ones in a Week	Dusting & Wiping
8	Waiting Areas Chairs cleaning	Ones in a Week	Dry Cleaning

PUBLIC AREA WASHROOM			
1.	Floor Cleaning	Every 2 hours/ As and When Required	Easy mops & disinfectant
2.	Washroom & wash basins cleaning	Twice per shift / as and when required	Wet & Dry Wiping

Pest Control

	Activity
1	Pest control which shall include general disinfestations should be done every month.
2	Rodent control will be carried out on every three months.
3	Termite treatment should be carried out in every six months.
4	All the chemicals used for pest control should not be harmful and should have any smell.

Details of work / cleaning services for each of the MCGM Hospitals:-

A) K E M Hospital

Sr No	Description of the Units	Tentative Area in Sq.feet
1	Wards	320037.3
2	Internal Passages/ Corridor, staircase etc.	306801
3	Road Pathway//Surrounding area Etc	298248.3
4	Garden /Play Ground	99406.8
5	Toilet Block	55315.8
6	OPD	12618.9
Total Tentative Area in Sq Feet		10,92,428 Sq Ft

Item Data

Sr No	Cleaning and Housekeeping Services	Rate per Worker Monthly salary
1	KEM Hospital Cleaning and Housekeeping Services for 3 Months (272 worker) Tentative Area in Sq. feet 10,92,428 Sq. Ft	

Note :- Bidder has to quote the rate Monthly salary of worker.

Methodology for Evaluation of Financial Bid / Determination of Lowest

Bidder (L1)

Notwithstanding any default bid evaluation methodology available on the GeM Portal, the Final Bid Offer Price for the purpose of financial evaluation and determination of the Lowest Bidder (L1) shall be calculated strictly in accordance with the following formula. The bidder submitting the lowest Total Contract Value (TCV) calculated under this methodology shall be considered as the Lowest Bidder (L1).

Details of Salary & allowance

Basic Monthly pay (INR) exclusive of GST	bp	
Provident Fund (INR Monthly)	Esi	
EDLI (INR Monthly)	Pf	
ESI (INR Monthly)	Edli	
EPF ADMIN Charge(INR Monthly)	admin	
Optional Allowance 1(INR Monthly)	Nm 1	DA & HRA
Optional Allowance 2(INR Monthly)	nm	Leave Encashment, Gratuity & safety equipment
Optional Allowance 3(INR Monthly)	nm3	Maharashtra welfare Fund
Cumulative Cost(INR Monthly)	m	

Formula to be used for calculation of Lowest Bidder will be as follows

Cumulative Cost (Monthly)

"m" = "bp" + "esi" + "Pf" + "Edli" + "Bonus" + "admin" + "nm1" + "nm2" + "nm3"

Total:

"tcv" = (m+(bp + nm1) * sc /100) * t * q

"tcv" = Total Contract Value

"m" = Cumulative Cost(Monthly)

"sc" = Service Charge

"t" = Tenure for which service is required (In No. months)

"q" = Quantity (No. of resources required by buyer)

The Total Contract Value (TCV) calculated using the above formula shall be treated as the Final.

Note:

The Total Contract Value (TCV) calculated using the above formula shall be treated as the Final Bid Offer Price for financial evaluation.

The bidder quoting the lowest TCV shall be declared the L1 bidder.

In case of any discrepancy between the GeM system-generated evaluation and the above methodology, the evaluation carried out as per this clause shall prevail, subject to applicable GeM provisions and approval of the Competent Authority.

All statutory liabilities shall be considered as per the prevailing Government rules, notifications, and labour laws.

MCGM Authority will carry out negotiations at the lowest rate received among in the item data.

SECTION-7

FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

The Service provider shall not be liable for forfeiture of its performance Guarantee, imposition of liquidated damages or termination for default ,it and to extent that its delay in performance or other failure to perform its obligations under the contract is result of on event of Force Majeure. For purpose of this clause ,“Force Majeure” means an event beyond the “reasonable “control of Service Provider, not involving the service provider’s fault or negligence and not foreseeable.

Such events may include but are not limited to Acts of God and acts of Government of India in their sovereign capacity, War riot, ,acts of civil and military authorities ,fire, floods, accidents, terrorist activities , strikes or shortage of transportation facilities ,fuel , energy ,labor and material.

For Service provider to take benefit of this clause it is a condition precedent that the SERVICE PROVIDER must promptly notify MCGM, in writing of such conditions and the cause thereof within 5 calendar days of the force majeure event arising .MCGM or the consultant/committee appointed by MCGM shall study the submission of service provider and inform whether the situation can be qualified one of the force majeure. Unless otherwise directed by MCGM in writing, the service provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by existence of a Force Majeure event.

In event of delay in performance attributable to the presence of force majeure event, the time for the performance shall be extended by a period (s) equivalent to the duration of such delay. If duration of such delay continues beyond a period of 30 days ,MCGM and Service provider shall hold consultations with each other in a endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above ,the decision of MCGM shall be final and binding on Service Provider.

Annexure -1

KEM/786 /GST. - BID NO.GEM/2026/B/7817276

Particulars about the tenderer- (Specimen copy)

(To be uploaded in PACKET A)

Date:-.....

Following information to be submitted along with tenders (**in PACKET A**) as detailed herein below on the letterhead of the tenderer. (Put a tick mark where applicable/ Write N.A. where not applicable).

- 1) Name & Address of the tenderer.
- 2) Names and addresses of all the partners.
- 3) e-mail address of the firm
- 4) Name & address of the Bidder(s)
 - a. Registered Head Office with Postal Address and Telephone Numbers
 - b. Mumbai Office address with Telephone Numbers.
- 5) Total annual turnover in the last three Financial Year of the tenderer.
- 6) Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of ~~Proprietorship~~ / Partnership firms, name of ~~proprietors~~ / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
- 7) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 8) Location of other works owned by the firm/Service Provider (if any).

I/We have carefully gone through the tender documents and the terms and conditions mentioned therein & are all acceptable & agreeable in its entirety to me/us.

Full Signature of the tenderer with
Official Seal & Address

Annexure -2

KEM/786 /GST. - BID NO.GEM/2026/B/7817276

Tender Form

(To be uploaded in PACKET A)

Date:-.....

Tender No. KEM/ /GST . Bid No

To

The Municipal Commissioner

Municipal Corporation of Greater

Mumbai

Sir,

I / We.....(full name in capital letters starting with surname of the Bidder/ Service Provider), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to

- 1) Invitation to Tenderers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) General Instructions to the tenderers
- 5) Items Descriptions
- 6) Scope of Providing different types of Man Power
- 7) Contract Agreement form
- 8) Annexures
- 9) Details of the Item Data in SRM :- (Rate to be filled by tenderer in commercial offer)
- 10) Minutes of pre bid meeting,
- 11) Corrigendum if any

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Man Power referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through on line payment and we are aware that this EMD shall not bear any interest till it is with MCGM.
4. I / We also agree to keep this e-tender open for acceptance for a period of **90 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....

.....

..... Address:

.....

Full Signature of the tenderer with

Full Names and Residential Address of all the partners constituting

The firm:

Official Seal and Address.

1.

2.

3.

4.

1. A/c. No.....

..... Name of the Bank.....

..... Name of the Branch.....

2.

.....

.....

3.

.....

Annexure – 3

KEM/786 /GST. - BID NO.GEM/2026/B/7817276

Undertaking to be signed by the tenderer
(To be uploaded in PACKET A) AFFIDAVIT

Date:-.....

To

The Municipal Commissioner
Municipal Corporation of Greater
Mumbai Sir,

I / We.....(full name in capital letters starting with surname of the Bidder/Service provider), the Proprietor/ Partner /Managing Director / Holder of power of attorney of

..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I / we hereby confirm that I / we will be able to carry out the supply of different Man Power offered by me /us at the % rate quoted and as per standard specified in the tender after compliance of all the required formalities within the specified time.
2. I/We do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions for bidding of submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I / We do hereby undertake that we have offered best price for the subject supply as per the present market rates/trends and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within MCGM also in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply of Man Power until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Municipal Corporation Act.
6. I / We agree to comply with and fulfill the requirements of all labour laws or other enactments applicable to this tender of “supply of Man power” and abide them throughout the period of contract.
7. I / We agree to abide the regulations of the MCGM premises now in force or which may come into force, during the currency of the contract. I / We accept the right of MCGM to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises if it is felt that the said person is an undesirable element or is likely to create nuisance. MCGM will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
8. I / We shall not sublet the work to any agency without prior approval of the MCGM.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the MCGM if-
 - a) I / We fail to keep the e-tender open as aforesaid,

- b)** I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
- c)** I / We do not commence the supply of Manpower on or before the date specified by officer/ engineer in his work order/indent.
- d)** I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such

information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

- 10.** I/Wehereby further state and declare that-
I/We are
- not declared insolvent any time in the past.
 - not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
- 11.** I / we do hereby agree that if in future, it comes to the notice of MCGM/ if it is brought to the notice of MCGM that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as its finds fit.
- 12.** The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
- I / We Have filled in the accompanying e-tender with
 - full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
- 13.** I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.
- 14.** I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

Full name and complete address with
Tel. Nos. & E-mail address of
all partners

yours faithfully,

Signature of Tenderer Tradingunder the
name and style
Office Stam

WITNESS:

(1) Full Name
And Address
Signature Full Name
And
Address
Signature

Note :-

To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 200/-duly notarized by Notary Public / First Class Magistrate.)

Annexure-4

KEM/786GST. - BID NO.GEM/2026/B/7817276

PRO-FORMA FOR Service Provider

(To be uploaded in PACKET B)

To,
Municipal
Commissioner,
M.C.G.M. Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

1. We, M/s _____ are an established and reputed service provider having office at _____.
2. We, ourselves, are submitting this tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above services.

Yours faithfully,

(Signature with Date, Name, & designation) For and on behalf

of M/s. _____

Note: 1) This letter should be on the letter head of the service provider's and should be signed by a person competent and having the power of attorney to legally bind the service provider.

2) Scanned copy of Original letter shall be uploaded.

Annexure 5

KEM/786 /GST - BID NO.GEM/2026/B/7817276

Experience Certificate (To be uploaded in PACKET B)

(The following certificates which must be valid and current on the due date should be uploaded.)

Experience Certificate in respect of housekeeping/cleaning services, value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded

**Signature and designation of the authorized officer
issuing performance Certificate**

NOTE: Experience Certificate should be in the name of Bidder/Service Provider.

Scanned copies shall be uploaded in the PACKET B

Bidder shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.

Annexure 5 A

KEM/786 /GST - BID NO.GEM/2026/B/7817276

PRO-FORMA FOR STATEMENT OF EXPERIANCE CERTIFICATES

KEM/ 786/TK KEM/786 /GST - BID NO.GEM/2026/B/7817276

(For the period of last five years)

Specify services provided / supplied to the State Government / Central Government or their undertakings / Semi Government / Local Bodies/ Large Corporate as shown below. (Use separate sheet, if necessary)

Tender No. : _____

Name& Address of the Tenderer: _____

Details of service provider: _____

Order placed by (Full address of Ordering Authority/ Consignee)	Description and quantity of ordered services i.e. Category and No. of manpower.	(attached proof)** documentary
1	2	3

Signature & seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in**

the certificate. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.

Note: - Experience Certificate should be in a name of the Bidder or Service Provider.

KEM HOSPITAL

Annexure 6

KEM/786 /GST. KEM/786 /GST - BID NO.GEM/2026/B/7817276

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

(To be uploaded in PACKET A)

No. _____

Date:_____

To,

The _____ Municipal
Commissioner, M.C.G.M.

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized to present at the time of opening of above
tender due on _____ at 16:00Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

Annexure –7

KEM/786 /GST KEM/786 /GST - BID NO.GEM/2026/B/7817276

Pro-forma of Articles of Agreement for Providing Housekeeping Services to KEM Hospitals.

Bid No.: _____

Due on : _____

Standing Municipal	Committee	Resolution Commissioner's/DMC's	No _____	Dated _____/Mayor's/ Sanction	Addl. No.
Dated _____					

Contract for the Providing Cleaning and Housekeeping Services to MCGM Hospitals :

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at _____

in Mumbai under the style and name of Messer's _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ' the Service provider/s') of the FIRST PART and _____ Shri. / Smt.

_____ the Dean (K) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dean (K) and any officers of Municipal Corporation of Greater Mumbai authorized by Dean (K) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has interallia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Dean (K) .

AND WHEREAS the Dean (K) in pursuance of the power vested in him / her under the provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the Man power

_____ mentioned in the schedule / specification here to annexed.

AND WHEREAS the service provider/s has/have submitted Tender for the Supply of the

said Man Power _____ and / or work thereof and his / their said Tender was accepted by Dean (K) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Service provider/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dean (K) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____) of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dean (K) for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1. Contract Period

That this Contract shall be deemed to have commence as from and after ____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the Dean (K) for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dean (K)/ purchasing Officer as being of good quality and in good working order.

2. Contract deposit.

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai valid for at least one year and further renewable on annual basis & same will be retained 6 months after completion of contract period.

3. Supply of Man Power to be made according to the Order

The service provider/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, or by any officer of the Corporation authorized in that behalf (such work order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after receipt of the respective Service orders in such quantities as may from time to time be placed, such of the Man Power specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Service provider/s may be called upon to do at the rates set opposite to the said respective services/works in the said Schedule.

3(a). Failure to execute Orders

If the Service provider/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dy.Ch.E. (CPD) / purchasing Officer shall exercise his discretionary powers to recover from the Service provider/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Service provider/s, with the MCGM.

3(b). Period

Unless otherwise stated elsewhere in this Contract, Services shall be delivered by the Service provider/s within stipulated period from the date of receipt of Order by the Service providers.

4. Place of Service

The services so indented for, unless otherwise specified, shall be delivered by the Service providers at the indenting office of MCGM, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective work orders for the same and all charges for the transportation and officer, replacing un standard outsourced persons shall be borne by the Service providers. No expenses and no risk of any description shall be borne by the Corporation until actual services outsourced persons shall have been taken by the Corporation. The Service providers shall exercise all possible care while providing the man power in MCGM's premises. The cost of any damage done by the Service providers or their agents to MCGM's property shall be recovered from their bills or any other outstanding dues. The services shall be delivered by the service providers as per the convenience of the individual user department.

5. Quality

All outsourced persons provided by the Service provider/s in accordance with this contract, shall be of the standard mentioned in this tender.

6. Quantity

The quantum of the services to be provided in the tender is based on probable work load and hence it is approximate.

7. Penalty

A) If the successful tenderer fails to comply with work/purchase order within the delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-

To recover from service provider as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the service providers balance bill, B.G. or EMD or any money due to the service provider from MCGM. **OR**

To outsource elsewhere after giving due notice to the service provider on that account and at his risk and cost **OR**

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

B). Operational Penalties :-

(a) The tenderer shall provide the required Ancillary services within the period of 30 days from receiving demand order. However, for any delay will attract **penalty of Rs. 5,000/- per day.**

(b) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, will attract **penalty of Rs.1000/- per day.**

(c) if Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider Agency and Person misusing / misconducting the MCGM Personnel and its property, the **penalty of Rs. 1000/- per day per incident** will be charged and deducted from the bill presented for payment by the service provider.

(e) In case of using substandard material /material of different brand than specified in Annexure, the **penalty of Rs. 500/- per day** per incident will be charged and deducted from the bill presented for payment by the service provider.

(f) The tenderer shall ensure that there is no complaint from such outsourced person about non-payment of wages / dues in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in

payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value

8. **Replacement of Manpower** Tenderer shall have to replace Sub standard/Unskilled outsourced manpower with the standards mentioned in this tender.. The tenderer should supply the required man power of standard qualification immediately failing which the same will outsourced by M.C.G.M. at the risk and cost of service providers without any further correspondence in this regards.

9. **Rejection & appeal**

Dy. Ch.E. (CPD) or the concerned MCGM officer, shall not be bound to assign any reason in case of his rejecting the man power supplied by the service providers, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said work shall be accepted or rejected shall be final and binding on the Service provider(s).

10. **Risk & Cost Purchase**

In case the Service provider/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said services within the prescribed time as herein provided, or in case shall fail at once to replace any services that may have been rejected as herein provided with other than approved standard, the Commissioner shall be at liberty forthwith to outsource the manpower from outside agencies at the risk and cost of the service provider/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the service provider/s as to cost and consequences. The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Service providers under this or any other contract between the service providers and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

11. **Articles can be brought from elsewhere**

The Corporation shall be under no obligation to outsource the man power from the service providers all or any of the services specified in the said schedule or otherwise, but only such services/ man power and those in such quantities, as may from time to time be indented for on the service providers by the ordering Officer. The Commissioner has the option of outsourcing any of the manpower/ services from the outside agencies or other Service providers or elsewhere.

12. **Information regarding payment.** Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.

Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by MCGM in Mumbai jurisdiction. Service provider shall fill up vendor master creation form and submit to C.A.

(CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the service provider/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records.

NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.

NOTE 3 :- The rates to be quoted in this tender shall be inclusive of all the taxes as applicable.

13. Monetary dealings with the Municipal Employees.

The Service provider/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Service provider/s for the breach of the Contract.

14. Breach of Contract.

In case of failure on the part of the Service provider/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving, the Service provider/s one calendar month's previous notice in writing of his intention to do so, and in such case the Service provider/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs.____ deposited as security as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

15. Dissolution of the Contract

The Service provider/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Service provider/s shall at any time commit any breach of this covenant then the security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

16. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between Dy. Ch. Eng(CPD) or other officer aforesaid on the one hand and the Service provider on the other hand, concerning the services to be provided by the service provider/s under these presents or any of them or the quantity or sub standard services thereof the or other action taken, or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Service provider or Dy. Ch. Eng.(CPD) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or

concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the interest of the Corporation or of the service provider, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Service provider or others concerned, or any of them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Service provider by the Corporation.

17. Commissioner's direction & decisions to be final and binding

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Service provider respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any formality, omission, delay, or error of proceedings or on any other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the service provider of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

18. The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.

The Commissioner shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the Corporation or the Service provider nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

19. Corporation's lien over all moneys due to the Service provider or his deposit

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Service provider/s under these present and or also on hand over the deposit or security amount or amounts made under this contract and which may become repayable to the Service provider/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Service provider/s either alone or jointly with another or others and either under this or under any

other contracts or transactions of any nature whatsoever between the Corporation and the Service provider/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Service provider/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Service provider/s from the moneys, security or deposit which may become payable or returnable to the Service provider/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Service provider/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Service provider/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

20. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed

21. Return of the Contract Deposit:

If the Service provider/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs.____ shall be returned to the Service providers after six months from the date of completion of contract period and any balance due to the Service provider/s under these present shall at the same time be paid to him / them

22. Banker's Guarantee

In the event of the said deposit of Rs.....having been made by the Service providers by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the service providers and under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or un liquidated or of the said deposit of Rs.....becoming forfeited as hereinbefore mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be exacted or claimable from or against the Service providers under this Contract the Service providers and the Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the Service providers and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Service providers with the Commissioner and/or the Corporation.

23. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Service providers under these presents shall if signed in the partnership name by any one of the Service provider/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any of the service providers, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Service provider/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Service provider/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Service provider/s and of the legal representatives of any deceased Service provider/s inter se.

24. Charges

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Service provider/s.

25. Singular – Plural

Words in the Singular number shall include the plural and plural the singular.

26. Meaning The Word 'The Municipal Commissioner' or 'Commissioner' wherever they occur in this Tender or in the Contract shall be construed to mean 'Additional Municipal Commissioner' or 'Deputy Municipal Commissioner'.

27. Acknowledgement

Every notice served upon any one of the Service provider/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Service provider/s if it is addressed to the place of the Service provider/s given by them and duly posted, even if the same may not have actually reached / received by them.

28. Penalty

If the service provider fails to comply with the service order within the specified period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Ordering Officer shall exercise his discretionary power either :-

(a) To recover from service provider as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the services which the service providers has failed to provide as aforesaid per week or part thereof subject to maximum limit @ 10% Such penalty is to be deducted always by the consignee from the service providers balance bill,

B.G. or EMD or any money due to the service provider from
MCGM. OR

(b) To outsource the services from elsewhere after giving due notice to the service provider on that account and at his risk and cost.

OR

(c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

29. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instructions to the Tenderers including the Annexure thereof and the specification of the services/work shall form parts & parcel of these Contract Agreement

30. Operation of the Contract Clauses

The DEAN (K) or his / her successor/s for the time being holding the office of the DEAN (K) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dy.Ch.E (CPD) shall be deemed to have been signed by the Municipal Commissioner or The DEAN (K) or the Dy. Municipal Commissioner.

Signature, name Signed, sealed and delivered by
and address of witness The said Service providers,

Shri/Messrs.....

.....

In the presence of

..... Service providers

And by the Dy.
Commissioner In the presence of.....

.....

..... Dean (K)

The common seal of the Municipal Commissioner
(C.P.D.) Corporation of Greater Mumbai

.....day of as affixed on the

Two
thousand,.....

.....

..... In the
presence of

(1)

(2)

Two Members of the Standing
Committee of the Municipal

Corporation of Greater Mumbai.

Witness

* Contract examined with the Tender and
the resolution or the Standing
Committee/Education Committee No.

..... of..... and found
correct.

Head Clerk

AO Labour

Dy-dean

Dean (k)



ANNEXURE – 08

KEM/786 /GST. KEM/786 /GST - BID NO.GEM/2026/B/7817276

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the -----
-----month of 20---- between Municipal Corporation of Greater Mumbai acting through Shri ----

------(Name and Designation of the officer)
(hereinafter

~~referred to as the "M.C.G.M."~~ which expression shall mean ~~and include, unless the context~~
otherwise requires, his successors in office and assigns) of the First Part and M/s. -----

------(Name of the company) represented by Shri ,

Chief Executive Officer / Authorized signatory (Name and Designation of the officer) (
hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the
context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE MCGM invites for the-----

(Name of the Stores / Equipment /
Service, Tender No. & Date) and the Bidder /Seller is willing to submit bid for the same and
~~WHEREAS the BIDDER is a private Company~~ / Public Company/ Government
Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in
accordance with the relevant law in the matter and the MCGM is Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any
influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to
be entered into with a view to:-

Enabling the MCGM to obtain the desired said stores / equipment / services / works at a
competitive price in conformity with the defined specifications by avoiding the high cost and the
distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure
the contract by providing assurance to them that their competitors will also abstain from bribing
and other corrupt practices and the MCGM will commit to prevent corruption, in any form, by
its officials by following transparent procedures. In order to achieve these goals, the MCGM will
appoint an external independent monitor who will monitor the tender process and execution of
the contract for compliance with the principles mentioned above.

The parties hereto agree to enter into this Integrity Pact and agree as follows:-

COMMITMENTS OF THE M.C.G.M.

- 1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The
- 1.4 M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.5 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be
- 1.6 initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.
- 1.7 COMMITMENTS OF THE BIDDERS / CONTRACTORS
- 1.8 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 1.9 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.10 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with MCGM.
- 1.11 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.12 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 1.13 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 1.14 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MCGM.
- 1.15 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
- 1.16 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
- 1.17 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 1.18 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 1.19 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.20 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 1.21 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

1.22 PREVIOUS TRANSGRESSION

1.23 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

1.24 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

1.25 DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

1.26 If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the M.C.G.M. is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

1.27 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.

1.28 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.

1.29 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

1.30 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

1.31 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

1.32 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

1.33 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.

1.34 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

1.35 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

1.36 The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

1.37 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.

1.38 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

1.39 FALL CLAUSE

1.40 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or

1.41 +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or MCGM and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or MCGM at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from MCGM

1.42

1.43

1.44

1.45 EXTERNAL INDEPENDENT MONITOR / MONITORS

1.46 The M.C.G.M. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

1.47 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

1.48 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

1.49 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

1.50 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.

1.51 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the

- Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 1.52 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 1.53 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 1.54 The word "IEM" would include both singular and plural.
- 1.55 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.
- 1.56 VALIDITY OF THE PACT
- 1.57 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 1.58 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.
- 1.59 FACILITATION OF INVESTIGATION
- 1.60 In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.
- 1.61 MISCELLANEOUS
- 1.62 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 1.63 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 1.64 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.
- 1.65 The Parties hereby sign this Integrity Pact at -----on-----

BIDDER/SELLER

Signature

Name of
officer

Designation _____

Name of _____

Company _____

Address _____

Witness-1(BIDDER/SELLER)

Dated

Signature _____

Name of _____
officer _____

Designation

Name of _____

Company _____

Address

Dated

Note: This **FORM OF INTEGRITY PACT** should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE - 09

KEM/786 /GST. KEM/786 /GST - BID NO.GEM/2026/B/7817276

INTERNAL GRIEVANCE REDRESSAL MECHANISM

M.C.G.M. has formed a Internal Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet “A”,’B’&’C’ can make an application for review of decision of responsiveness in Packet “A”,’B’&’C’ within a period of 7 days or any such other period ,as may be specified in the Bid document .

While making such an application to procuring entity for review ,aggrieved bidders or Prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved

Provided that after declaration of a bidder as a successful in Packet ‘A’ (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet ‘B’ (Technical Bid), an application for review may be filed only by successful bidders of Packet ‘A’. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

M.C.G.M. shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where M.C.G.M. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the 'Internal Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M. 1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C/Director who should decide appeal in 7 days.If not satisfied , 2nd Appeal by the bidder can be made to concerned A.M.C.for decision .

Grievance Redressal Committee (GRC) is headed by Concerned D.M.C/Director of particular department for the first appeal / Grievances by the bidder against the decision for responsiveness / Non-Responsiveness In Packet 'A',Packet 'B' or Packet 'C' and if not satisfied,Concerned A.M.C.will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25000/-from aggrieved bidder.The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department ,issuing notices, arranging of Grievance Redressal Committee(GRC) with D.M.C.and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the Redressal Committee in regard of any decision of the M.C.G.M. relating to following issues:

- Determination of need of procurement

- The decision of whether or not to enter into negotiations.

- Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant and to the Committee within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Dean (K) and/or Procurement Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

KEM HOSPITAL

Annexure – 10

KEM/786 /GST. KEM/786 /GST - BID NO.GEM/2026/B/7817276

Declaration by the tenderer regarding the items quoted **(Only in the form of Yes/ No)**

The annexure shall be on the letter head of the tenderer.

Sr no	Name of Hospital	Wheather quoted(yes/No)	GST (% Rate) i.e.SGST ,CGST & IGST
1	K E M Hospital ,Parel		

This annexure - 10 shall be submitted in Packet “A”.

Note :-

- **Bidders /Service Provider has to visit at individual site / Location to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the Hospital well before submitting the Amount in the item data of SRM system**

TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER
STAMP

DETAILS OF LITIGATION HISTORY

1. I M/s participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

2. I M/s participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

Sr. no	Year	Action taken	Name of the Organi zation	Remar ks
1.				
2.				
3.				
4.				
5.				

I further declared that information furnished above is correct, and in future, if MCGM finds that information disclosed is false or in complete, then MCGM can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

Full Signature of the tenderer
with Official Seal and
Address

(The above undertaking shall be submitted by the bidder on Rs.200/-stamp paper)

Undertaking to be signed by the bidder

(To be uploaded in PACKET A)

Tender No. :

Bid No.:

To,
Municipal Commissioner,
Municipal Corporation of Greater
Mumbai. Sir,

I/We _____ (Full Name in the Capital Letters starting with surname of the service provider) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for **“Providing Cleaning & Housekeeping Services ON OUTSOURCE BASIS in MCGM Hospital for a period of three years “ subject to annual performance appraisal as mentioned in the tender & in accordance with the specifications therein.”**

I/We do hereby undertake that, we will keep our full control over **quality of the services for “Providing Cleaning & Housekeeping Services ON OUTSOURCE BASIS in MCGM Hospital for a period of three years “ subject to annual performance appraisal as mentioned in the tender & in accordance with the specifications therein.”**

as mentioned in the tender & in accordance with the specifications therein.

TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER
STAMP

Note: This undertaking should be given on Rs.100/- stamp paper duly notarized by Notary with red seal and registration Number.

Annexure –A

KEM/786 /GST BID NO:

Irrevocable Undertaking
(On Rs. 500/- Stamp Paper)

I Shri./Smt.

.....aged..... years

Indian Inhabitant. Proprietor/Partner/Director of M/sresident at

.....do hereby give Irrevocable undertaking as under;

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief. Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and identified by me.

KEM/ 589 /TK BID NO: [GEM/2026/B/7795740](#)

Brands of the consumable material to be specified by the Bidder (To be uploaded on Rs. 100/- Stamp Paper)

Sr.No	Name of Material	Brands Approved by MCGM	Brands to be specified by Bidders (Minimum 3 Brands)
1	Floor Cleaning		
2	Toilet Cleaning		
3	Glass Cleaning		
4	Metal Cleaning		
5	Furniture Cleaning		
6	Anti-bacterial Disinfectants		
7	Detergents		
8	Bleaching Powder		
9	Phenyl		
10	Air Fresheners		
11	Liquid Soap		
12	Any other material (Bidder has to specify)		

This annexure shall be submitted in Packet “A”.

Note-MCGM Approved brands will be decided by Hospital authority.

TENDERER'S FULL SIGNATURE

WITH FULL NAME & RUBBER STAMP

RESUME TO BE SUBMITTED ON SERVICE PROVIDER'S LETTER HEAD

Name:

Address:

Mob No:-

Employee code:

Aadhar No:

PERSONAL INFORMATION:-

Name :-

Residential Address :-

Date Of Birth :-

Nationality :-

Gender -

Languages Known :-

Marital Status :-

EDUCATIONAL AND TECHNICAL QUALIFICATION:-

Exam	Board/University	Passing Year	Percentage

WORK

EXPIENCE:-

SKILLS:-

DECLARATION BY EMPLOYEE

I hereby declare that the information given by me is true to the best of my knowledge.

Employee Sign

Place and Date :

DECLARATION BY EMPLOYEEER

I/We hereby declare that the above information furnished is true to the best of our knowledge and belief. I/We have verified Documents related above Information Submitted by Candidates with original and Found Genuine/Satisfactory..

:Employers' / Service Providers Sign and Seal

Place and Date

Disclaimer

The Corporation retains the liberty to change the specifications of the items to be supplied, the terms of supply and other conditions prior to issue of the tender.

The suggestion / objections received may or may not be considered if the same is not in consonance with the requirements, MCGM reserves it right to reject the same.

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KEM HOSPITAL

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