

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

566, N. M. Joshi Marg, Byculla (West), Mumbai – 400 011



“e-Tenders for Providing Attendant Manpower Services for Education Department and Security Department of BMC for a period of three years”

**Website:- www.mahatenders.gov.in
e-Tender ID-2024_MCGM_1027937_1**

Office of Dy.Ch.E.(M & E) C.P.D.,

566, N.M.Joshi Marg,

Byculla (West), Mumbai – 400 011

Tel. No.022-23083161 Ext. 217/218

INDEX

Section No.	This Tender Document Consists Of :
1	E-Tender Notice
2	Header Data
3	Preamble
4	General Instructions and conditions of the tender
5	Flow of activities of tender
6	Special condition of contract
7	Force Majeure – obligations of the Bidders
8	Annexures
	Annexure – 1 Particulars about the tenderer
	Annexure – 2 Tender form
	Annexure – 3 Undertaking to be signed by the tenderer
	Annexure – 4 Performa of service provider
	Annexure -5 Experience Certificate and (Annexure -5a) statement of Experience
	Annexure- 6 Authorization letter for attending tender opening
	Annexure-7 Articles of Agreement
	Annexure- 8 Internal Grievance Redressal Mechanism
	Annexure- 9 Form of integrity pact
	Annexure-10 Authorization letter for downloading and uploading tender
	Annexure- 11 Litigation History
	Annexure -12 Details Of Criminal Cases Pending History
	Annexure – 13 Declaration (Affidavit about Blacklisting)
	Annexure – 14 Declaration (Affidavit about Blacklisting)
	Annexure A-Irrevocable undertaking
	Resume To Be Submitted On Service Provider’s Letter Head
9	Details of Item Data

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department
566, N.M. Joshi Marg, Mumbai - 400 011.

1. e-Tender Notice

E-Tender Notice For “e-Tenders for Providing Attendant Manpower Services for Education Department and Security Department of BMC in for a period of three years”.

Tender No. Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024

e-Tender ID- 2024_MCGM_1027937_1

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites e-tender as given below in three Packet systems i.e. Packet-A (Administrative), Packet-B (Technical) & Packet-C (Commercial) from the manufacturer and/or authorized distributors/dealers/agents of manufacturer. The bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

All interested bidders whether already registered or not registered in BMC are mandated to get registered with BMC for bill payment if becomes successful bidder in tendering process & obtain login credentials. The details of the same are available on the above mentioned portal under ‘Tenders’ tab. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. BMC has also opened a Help-desk at the CPD's office to help the vendors in this regard.

Bidding Process will comprise of THREE stages.

Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet ‘A’ (Fee/PreQual Cover) & Packet ‘B’ (Technical cover) and before opening of Packet ‘C’ (Finance cover) in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

- i) The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- ii) For downloading the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to

participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>.

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

Sr. No	Description	Scrutiny Fee (Rs.)	EMD (Rs.)	Start Date & Time of online Bid Down loading	Bid Submission Closing Date and Time
1.	e-Tender for providing Attendant Manpower Services for Education Department and Security Department of BMC for a period of three years. Tender No. Dy.Ch.Eng./CPD/75/TDR/AE-3 of 2023-24 e-Tender ID - 2024 MCGM 1027937 1	25,000 + GST (18%) Rs.29,500/-	Rs.4,27,60,000	09.03.2024 at 12:00 hrs	08.04.2024 at 16:00 hrs
Note: Last date for payment of Earnest Money Deposit (EMD) online is on or before Bid Submission Closing Date and Time and time prescribed. The vendors having standing deposit shall also have to pay EMD amount online					

The pre-bid meeting will be held on 22.03.2024 at 03:00 pm at Venue - Municipal Head Office, Conference hall, A.M.C.(WS) office, 2nd floor, Mahapalika Marg, Mumbai - 400001.

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 Mahatender portal only (<https://mahatenders.gov.in>).

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 Mahatender portal only. No corrigendum will be published in the local newspapers.

Note :-

- **Bidders /Service Provider has to visit at individual site / Location to get the clear idea of about nature of the work, different activities, services and their quantum of work to be provided in the different Education Department and Security Department premises well before submitting the rates in the item data of Mahatender portal system.**
- **Bidders/Service provider will require to arrange no. of manpower and material to carry out services defined in tender.**

- **Bidders are requested to quote rate as follows:**
For Providing attendant services in Education Department and Security Department the unit per shift per Month (i.e. working 08 hours per shift for 365 Days).
- **As these services falls under “Pure Services”. Hence GST is exempted (As per the Circular no. CA(F)/FRT/31 dated 29.11.2017)**
- **Minimum wages Act is strictly applicable. It is mandatory for the tenderer to quotes as per latest applicable minimum wages as per the law at time of bid submission. The tenderers whose rates exceed the minimum wages, only those bids will be considered.**

By Order of the
Commissioner of
Brihanmumbai Municipal Corporation

Sd/-
Dy. Chief Engineer (M & E) CPD

For detailed tender document please scroll down

“e-Tender for Providing Attendant Manpower Services for Education Department and Security Department of BMC in for a period of three years”.

2. HEADER DATA

E-Tender No.	No.Dy.Ch.E./CPD/75/TDR/AE3 of 2023-2024
E-Tender ID	2024_MCGM_1027937_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	“e-Tender for Providing Attendant Manpower Services for Education Department and Security Department of BMC in for a period of three years”.
Estimated Cost	Rs.4,27,55,32,958.40
Scrutiny Fee	Rs.25,000 +18% GST=Rs.29,500/-
Earnest Money Deposit	Rs.4,27,60,000.00
Document Download Start Date & Time	09.03.2024 from 12.00 hrs.
Document Download End Date & Time	08.04.2024 up to 16.00 hrs.
Seek Clarification Start Date & Time	09.03.2024 from 12.00 hrs.
Seek Clarification End Date & Time	08.04.2024 up to 16.00 hrs.
Pre Bid Meeting	On 22.03.2024 at 15.00 Hrs. Venue-Municipal Head Office, Conference hall, A.M.C.(WS) office, 2 nd floor, Mahapalika Marg, Mumbai - 400001
Bid Submission Start Date & Time	01.04.2024 from to 12.00 hrs.
Bid Submission End Date & Time	08.04.2024 up to 16.00 hrs.
End date & time for receipt of EMD	08.04.2024 up to 16.00 hrs.
Bid Opening Date & Time	12.04.2024 up to 16.00 hrs.
Address for Communication	Office of Dy.Ch. E.(M & E) C.P.D., 566, N.M.Joshi Marg, Byculla (WEST), Mumbai – 400 011 Tel. No. 022-23083161 Ext 217/218
Venue for opening of bid	Same as above

This tender document is not transferable.

BRIHANMUMBAI MUNICIPAL CORPORATION
Central Purchase Department
566, N.M.Joshi Marg, Byculla (West), Mumbai – 400 011

3. PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender from bidders/ manufacturers to **Providing Attendant Manpower Services for Education Department and Security Department of BMC in for a period of three years** from date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

Portal

Section 4. Instructions to Vendors participating in e-Tendering Process for Providing Attendant Services for BMC period of three years.

1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA /GNFC/ IDRBT/ Mtnl Trustline/ SafeScript /TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://mahatenders.gov.in '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	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.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement 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.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' (Fee/PreQual Cover) & Packet 'B' (Technical cover) and before opening of Packet 'C' (Finance cover) in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting

	Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues so the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	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.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware 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.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the ‘Tenders’ section of BMC Portal and on Mahatender portal.
26.	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.
27.	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.
28.	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 commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the 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.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of MahatenderPortal .
33.	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 Mahatender Portal.
<p>SPECIAL NOTE : ENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New' on -tendering portal of Government of Maharashtra i.e. 'https://mahatenders.gov.in' Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. 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 user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the "Manuals" available on Mahatender Portal (https://mahatenders.gov.in)</p>	

5. Flow of Activities of Tender

1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC & Mahatenders Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Pre-bid meeting, as mentioned in tender notice.
4.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
5.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
6.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' (Fee/PreQual Cover) & 'B' and before opening of Packet 'C' (Finance cover) in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).
7.	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 commercial bid need to be filled online.
8.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder as per the section No.-4 of this tender document.
9.	Administrative offer, i.e. Packet 'A' (Fee/PreQual Cover) will be opened online on the due date and due time as stated in the tender details in mahatender.
10.	Technical offer, i.e. Packet 'B' (Technical cover) will be opened online only of those bidders who are found to be responsive in the evaluation of administrative offer i.e. Packet 'A' (Fee/PreQual cover) .
11.	Commercial bids i.e. Packet 'C' (Finance cover) of only those bidders will be opened online who are found to be responsive in the evaluation of administrative i.e. Packet 'A' (Fee/PreQual cover) & technical offers i.e. Packet 'B' (Technical cover) as decided in tender committee meeting.
12.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal & Stationery Charges within period of thirty days from the date of issue of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Providing Attendant services to BMC as described in the specifications and as per terms & conditions.

Section 6. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

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 for three years.

During 1st year the ward wise PO’s for the no. of attendants will be issued as required. The PO’s for 2nd & 3rd year will only be issued if the annual performance of the contractors is satisfactory. During 2nd & 3rd year the number of attendants may be increased or decreased as per the requirement.

The Contractor’s Annual performance appraisal will be carried out at End of every year by Education / Security Department based on following criteria.

1. **Attendant staff Attendance** - Are they regularly on time to commence work? (20 marks)
2. **Time Onsite** - Do they regularly spent their time onsite during duty hours? (20 marks)
3. **Attendant services Performance** - Do they regularly complete their Task List & Follow the Scope of Works? (20 marks)
4. **Services Consistency** - Are they engaged enough in their work to show up? (20 marks)
5. **Quality of Work** - What are the Monthly Site Quality Inspection Scores? (20 marks)

The performance of the contractor will be considered as satisfactory only when the performance score is more than 80 marks. The PO for 2nd or 3rd year will be issued only when the performance of the contractor is satisfactory.

Eligibility Criteria

1. Who can quote :

A)	<p>Only the reputed agencies:- Limited Company or Private limited Company registered under the companies Act 1956, Partnership firm registered under Partnership Act 1932, Government and Semi Government Units who have executed work of similar nature and value under single order in hand /ongoing {i.e.“Similar work” means the work of providing manpower services in Government/Semi Government, PSU, Semi Government Local bodies in minimum locations as mentioned in the following table are qualified to fill and submit the tender.</p> <p><u>Note :- The tenderer should have the Registered /Branch Office in Mumbai.</u> The company/Agency should upload Latest ISO/ OHSAS/ SA/ equivalent certificate in Packet ‘B’ (Technical cover).</p>
B)	<p><u>Turnover & Net Worth:-</u> The Average annual turnover of the bidder during last three financial years 2020-21, 2021-22 and 2022-23 shall be minimum Rs. 128.27 Crs and minimum Networth of Rs. 35 Crores in the last completed financial year 2022-23.</p> <p>For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant along with UDIN. CA certificate for Net Worth of the bidder as on 31st March, 2023 with UDIN shall be uploaded in support of turnover & Networth in PACKET ‘A’ (FEE/PREQUAL COVER) .</p>
C)	<p><u>Experience.</u> The tenderer in their own name shall have experience of providing minimum 1250 manpower with minimum 250 locations in a single work in Central/State Government or Central/State PSU in Maharashtra. The work shall have been successfully/satisfactorily completed/ongoing works for the same (ongoing</p>

	<p>work=should be executed to minimum 75% on or before the start date of tender) in last five years. Tenderer should upload the copy of the same.</p> <p><u>One similar work of value equal to or more than Rs.1,02,61,60,000/- (i.e. minimum 80% of the turn over value)</u> in last five years for carrying similar work OR</p> <p><u>Two similar works of value equal to or more than Rs.76,96,20,000/- (i.e. minimum 60% of the turn over value)</u> in last five years for carrying similar work OR</p> <p><u>Three similar works of value equal to or more than Rs.51,30,80,000/- (i.e. minimum 40% of the turn over value)</u> in last five years for carrying similar work.</p> <p>Bidder shall provide certified copies of the Executed service orders/Work Orders along with completion certificates/ for ongoing works in Government/Semi Government, PSU, Semi Government Local bodies in support of the experience as provided in this clause. The experience of providing manpower of Housekeeping/Housekeeper or security guards shall not be considered. Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5 and 5 a)</p> <p><u>Note :-</u></p> <p>1. For similar work criteria as mentioned above, for One or Two or Three similar works, minimum no. of locations shall be same as mentioned in above.</p> <p>2. Value under single order/similar work of value – means total value of contract. This can be cumulative of different work orders issued under one contract/establishment.</p>
D)	<p>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’.</p>
2.	<p><u>Where and how to submit the tender</u> The tender documents with details as specified in the tender notice must be submitted online in tender section of BMC as per the instructions available on BMC Portal for online submission of e- tender.</p>
3.	<p><u>The Three Packets system</u> The tenderer should upload tender in three Packets system as below, so as to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself.</p>
A)	<p><u>Packet ‘A’ (Fee/PreQual cover) :</u> 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.</p>

	Administrative documents - Packet 'A' (Fee/PreQual cover)
1)	Particulars about the Tenderer (Annexure -1)
2)	Tender form (Annexure -2)
3)	Undertaking to be signed by the Tenderer (Annexure-3)
4)	Performa for Service provider (Annexure-4)
5)	Authorization letter for attending tender opening (Annexure-6)
6)	Articles of Agreement (Annexure 7)
7)	Internal Grievance Redressal Mechanism (Annexure 8)
8)	Agreement of integrity pact as per Annexure- 9 (duly signed and stamped on Rs 200/- stamp paper duly notarized)
9)	Authorization letter of authorized representative for downloading and uploading tender (Annexure-10)
10)	Details of Criminal Cases Pending History (Annexure -12)
11)	Tender document (Mahatender copy) (except Annexure)
12)	<u>Company Registration Certificates.</u> 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. iii) Partnership Deed in case of Partnership firm registered under Partnership Act 1932
13)	<u>Solvency certificate</u> The tenderer should upload solvency certificate for minimum of Rs. 30 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.
14)	<u>GST Registration Certificate</u>
15)	<u>PAN CARD</u> 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 proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) 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.
16)	C.A.'s certificate for Turnover of the tenderer/ IT return Copies of past 3 Years
17)	Valid Registration Certificate under ESIC Act 1948.
18)	Valid Registration Certificate under EPF & M Act 1952.

	<p>19) Annexure A- Irrevocable undertaking on Rs.500/- stamp paper</p>
<p>B)</p>	<p><u>Packet ‘B’ (Technical cover)</u> 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.</p>
	<p><u>Technical Documents Packet ‘B’ (Technical cover)</u></p> <ol style="list-style-type: none"> 1) Past performance/ experience certificate (Annexure 5 and 5a). Past Performance or Experience Certificate should be in the name of Bidder/ Tenderer. 2) CA Certificate/Copies of last three years of Income Tax returns. 3) Contract Labour (Regulation and Abolition) Act, 1970, 4) Professional Tax certificate, as applicable. 5) Bidders may also require to upload Quality Control Certificate from appropriate authority. 6) Details of Litigation History (Annexure -11) 7) Affidavit about Blacklisting (Annexure – 14)
	<p><u>Note 1: The bidder has to upload all Annexures asked in each of the participating Bid.</u></p>
	<p><u>Note-2:</u> If the tenderer has not uploaded all the documents in Packet ‘A’ (Fee/PreQual Cover) & '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 and upload self attested, signed, scanned copies of the short documents asked under Short fall documents on Mahatender Portal.</p> <p><u>Note 3 : All the documents in Packet ‘A’ (Fee/PreQual Cover) and Packet ‘B’ (Technical cover) should be uploaded in P.D.F. Format only.</u></p> <p>The documents which are uploaded in Packet ‘A’ (Fee/PreQual cover) and Packet ‘B’ (Technical cover) with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC 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’ (Fee/PreQual cover) and Packet ‘B’ (Technical cover) the same will be accepted by imposing penalty of Rs.2000 per document. If the information of short documents (Packet ‘A’ (Fee/PreQual cover) and Packet ‘B’ (Technical cover) as applicable) send by BMC 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 short documents not uploaded /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.</p> <p>PreQual Cover and Technical cover will be opened on the due date and time as defined for the bid in the system. Financial cover of only those bidders will be opened online, who are found to be responsive in the evaluation of PreQual Cover i.e. Packet A and Technical cover, i.e. Packet B. The date & time of opening of Financial cover online will be intimated to the responsive Tenderer.</p> <p><u>NOTE 4:</u> Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail</p>

	<p>address in the annexure.</p> <p>All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance. The bidder shall be intimated to comply with the requirements of Packet 'A' (Fee/PreQual cover) and Packet 'B' (Technical cover) shortcomings within 7 days by E-mail ID provided by the bidder in Annexure-1. Bidder in return reply by email has to upload self attested, signed, scanned copies of the documents asked for. Tenderer shall also submit the required copies physically along with receipt of payment made as penalty.</p> <p>Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.</p> <p>If the information of shortfall documents sent by concerned BMC officer by email on the bidders E-mail ID is not complied or in return reply email of shortfall is not received by BMC, for such lapses within given period. BMC shall not be responsible and it will be treated as non compliance of shortfall from the bidders end and their offer will be treated as non responsive.</p>
C)	<p><u>Packet - 'C' (Finance cover) :-</u></p> <p>The BOQ template must not be modified/ replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the bidder name and values only.</p> <p>.**All the documents uploaded in Packet 'A', Packet 'B' (Technical cover) & Packet 'C' (Finance cover) should be digitally signed.</p> <ul style="list-style-type: none"> • Minimum wages Act is strictly applicable. It is mandatory for the tenderer to quote as per latest applicable Minimum wages Act law at time of bid submission. The tenderers whose rates exceed the minimum wages, only those bids will be considered. • Normally work of providing attendant services will be allotted to the lowest responsive bidder. It will be BMC's discretion to award the lowest responsive bidder on the basis of total minimum cost to BMC. It is BMC's discretion to award work of attendant services to for either total quantity or part of quantity to responsive bidders at L-1 rates to any lowest responsive bidder under exceptional circumstances. <p>Note 4:</p> <p>(a) While quoting the prices it must be inclusive of all other taxes as applicable.</p> <p>(b) GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties.</p> <p>(c) Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of</p>

	GST shall be passed on to BMC as per the provisions of the GST Act.
D)	<p><u>Details of Litigation history.</u></p> <p>The Bidder shall disclose the litigation history in Annexure-11 to be submitted in Packet ‘B’ (Technical cover).</p> <p>If there is no litigation history, the bidder shall specifically mentioned in Annexure-11 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-11. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
4.	<p><u>Documents to be uploaded</u></p> <p>Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazzetted officer of the State/Central Government or from the Officer of Brihanmumbai Municipal Corporation not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet –A & B.</p>
5.	<p><u>Procedure for the opening of the Covers</u></p> <p>Packet ‘A’ (Fee/PreQual Cover) shall be opened online on the due date and due time as stated in the tender details in Mahatender, when the tenderer or his authorized representative will be allowed to remain present.</p> <p>Packet B (Technical cover) will be opened only if the administrative offer in Packet ‘A’ (Fee/PreQual Cover) is acceptable. Packet “C” (Finance cover) will be opened only if applicable Scrutiny fee is paid by bidder, Administrative offer in Packet ‘A’ (Fee/PreQual Cover) and technical offer in Packet “B” is found acceptable. In case Administrative offer and technical offer in Packet ‘A’ (Fee/PreQual Cover) and Packet “B” is found non acceptable or found incomplete and bidder failed to pay scrutiny fee, then their Packet ‘C’ (Finance cover) will not be opened and offer will be kept out of consideration.</p> <p>The date and timing of opening of packet “C” will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained.</p>
6.	<p><u>Authentication for documents</u></p> <p>The responsibility to produce correct and authentic–documents rests with the tenderer. If</p>

	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 Corporation 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 pay EMD through online payment only. Note :- No Exemption will be allowed for the tenderers having standing deposit with BMC The tenderers shall have to pay the tender EMD amount through on line payment only.
10.	<u>Refund of E.M.D.</u> E.M.D. of bidders, except L1 and L2 will be refunded after recommendation of tender committee. However refund of EMD, such bidder will not have any claim for award of contract. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. OR The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 5% contract deposit, the EMD of such bidders 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 22.03.2024 at 3.00 pm, venue of the same is at Municipal Head Office, Conference hall, A.M.C.(WS) office, 2nd floor, Mahapalika Marg, Mumbai-400001. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only

	<p>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 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.</p> <p>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.</p>
12.	<p><u>Name of Partners</u></p> <p>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.</p>
13.	<p>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.</p> <p>(A) 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 Corporation Commissioner, for further penal action including blacklisting.</p> <p>(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.</p> <p>(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.</p>
14.	<p><u>Contract deposit</u></p> <p>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'</p> <p>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.</p> <p>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</p>

	<p>default by the contractor/supplier furnishing the banker's guarantee.</p> <p>The B.G shall be retained 6 months after completion of contract period.</p>
15.	<p><u>Execution of written contract</u></p> <p>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 (M & E) C.P.D. should be informed accordingly.</p> <p>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 (M & E) C.P.D. should be informed accordingly.</p> <p>Bidder shall Pay Contract deposit, legal stationary charges, stamp duty etc. and submit contract documents within 30 days from the date of issue of tender acceptance letter.</p> <p>Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 30 days from the date of issue of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</p> <p>Further A fine of Rs.5000 per day will be imposed for Maximum 15 days for submission of contract document.</p> <p>If the Contract documents are not submitted within above stipulated time (i.e.45 days with inclusive of penalty of 15 days), EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16.	<p><u>Refund of contract deposit</u></p> <p>Contract deposit will be refunded 6 months after satisfactory completion of contract period.</p>
17.	<p><u>Unconditional offer :-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> 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.</p>
18.	<p><u>Variation in rate</u></p> <p>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.</p>
19.	<p><u>Firm price:-</u></p> <p>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.</p>
20.	<p><u>Contradictory Clause in tender</u></p> <p>Tenders containing contradictory, onerous and vague stipulations and hedging conditions</p>

	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.	<u>Alternative clauses in tender.</u> 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.	<u>Validity:-</u> The validity of the offer should be for at least 120 days from the date of the opening of the tender. Tenders specifying validity less than 120 days shall be rejected outright.
23.	<u>Bidders address</u> 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.	<u>Scrutiny Fee:</u> i) Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' (Fee/PreQual Cover) & Packet 'B' (Technical cover) and before opening of Packet 'C' (Finance cover) in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD). ii) Bidders shall submit Receipt of Scrutiny Fee to this office to process further. iii) Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.
25.	<u>Issue of Acceptance Letter</u> Acceptance Letter shall be issued to lowest successful bidder after obtaining the sanction of competent authority along with the letter of formalities to be completed by successful bidder within 30 days from the date of issue of LOA.
26.	<u>Order :-</u> The user department will place the service orders as and when required.
27.	<u>Contract :-</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, 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 BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. <u>Language:-</u> 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. <u>Tenderer must distinctly understand:</u> 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.
28.	<u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal

	Corporation 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.
29.	<u>Acceptance of Tender:-</u> The decision of the Municipal Corporation Commissioner shall be final and binding and Municipal Corporation Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Corporation Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons
30.	<u>Acknowledging communications</u> Every communication from the Dy.Ch.Eng (M & E) C.P.D., Brihanmumbai Municipal Corporation 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.
31.	<u>Jurisdiction of courts:-</u> 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.
32.	<u>Taxes and Duties</u> 1. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.
33.	<u>Information regarding payment</u> Payment will be made within 30 days from the date submission of the bills thereof and submission of all documents for execution of contract. <u>Service provider will have to submit his bill on monthly basis along with following documents:</u> 1) The bills have to be accompanied by exact data on personnel employed and the deployments have to be certified by authorized official of BMC. 2) Particulars of the personnel engaged are required to be submitted to BMC 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 BMC against this contract. 5) Bills in detail may be drawn as per column given below: - Basic, VDA, ESI, EPS, GST

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 BMC 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 BMC records. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.</p>
34.	<p><u>Rejection</u></p> <p>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 BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
35.	<p><u>Penalty</u></p> <p>A) If the successful tenderer fails to comply with work/service/purchase order within the delivery period stipulated, the Municipal Corporation Commissioner/ Jt.M.C.(C.P.D)/ Indenting Officer shall exercise his discretionary power either :-</p> <p>To recover from service provider as agreed, the liquidated damages or by way of penalty is</p>

	<p>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 BMC.</p> <p>OR</p> <p>To outsource elsewhere after giving due notice to the service provider on that account and at his risk and cost</p> <p>OR</p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p><u>B) Operational Penalties :-</u></p> <p>(a) The tenderer shall provide the required services within the period of 30 days from receiving purchase order. However, for any delay will attract penalty of Rs. 10,000/- per day.</p> <p>(b) If Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider and Person misusing / misconducting OR its property, the penalty of Rs. 1,000/- per day per incident will be imposed.</p> <p>(c) The tenderer shall ensure that there is no complaint from such outsourced person about non- payment of wages / dues. The tenderer shall resolve the complaint within seven days from the receipt of complaint, otherwise the penalty of Rs. 1,000/- per week of delayed in payment per person will be levied subject to maximum 10% of P.O. value.</p> <p>(d) 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, a penalty of Rs.1,000/- per day will be imposed.</p> <p>(e) If it is found that irregularities of (d) above, are occurring for more than 5 times per ward per month, then double the amount of penalties there at will be imposed.</p> <p>Note:- All the penalties will be recovered from the subsequent bill of the contractor.</p>
36.	<p><u>Consequence of Substandard /Short supply</u></p> <p>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 Corporation 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 Corporation 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.</p>
37.	<p><u>Blacklisting</u></p> <p>The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/ Information.</p> <p>OR</p> <p>iii) In case of non-supply of required man power or supply of non qualified / untrained man power.</p>
38.	<p><u>Payment of legal and Stationery charges:</u></p>

These charges are to be paid by the successful bidder on issue of acceptance letter for the supply of the material as per prevailing circular. The present circular is U/no. 26206 dtd.31.08.2023.

These charges can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.

Sr. No.	Contract Cost (Rs.)	Legal Charges and Stationery Charges (Rs.)
1.	Rs.50,000/-	NIL
2.	Rs.50,001 to Rs.1,00,00,000/-	At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)
3.	Rs.1,00,00,001/-to Rs.10,00,00,000/-	Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs. 1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST
4.	Rs.10,00,00,001/- to above	Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST

39.	<p><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.</p> <p>The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows.</p> <p>Bank Guarantee agreement- 0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.</p> <p>Contract agreement – Stamp duty on contract agreement cost, Rs.500/- upto Rs.10 Lakhs & thereafter Rs.100 for every Rs.1,00,000/- or part thereof, subject to the maximum Rs.25 lakhs.</p>
40.	<p><u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC 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 BMC. 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’</p>
41.	<p><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 Corporation Commissioner shall be at liberty to procure these services at the risk and cost of the service provider.</p>
42.	<p><u>Compliance with security Requirement</u> The Service provider shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises.</p>
43.	<p>The services mentioned in item data are based on the requirement of user department.</p>
44.	<p>BMC has formed ‘Grievance Redressal Committee’ under the chairmanship of Concern DMC/Director. If the bidder is not satisfied then he can made a 2nd appeal to Concern AMC for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach ‘Internal Grievance Redressal Committee’ for Redressal of their grievances by paying fees of Rs.25,000/- within 7 days from date of receipt of intimation mail. The details of ‘Internal Grievance Redressal Committee’ are given in Annexure-8.</p> <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Internal Grievance Redressal Committee.</p>
45.	<p>This tendering process is covered under Information Technology Act & Cyber Laws as</p>

	applicable.
46.	<p>Annexure-9:-The bidder must upload in Packet 'A', the agreement of integrity pact as per attached Annexure-9 duly signed and stamped on Rs.200/- stamp paper duly notarized. 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 BMC 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 instructions and directions given in this behalf in this tender.</p> <p>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 Brihanmumbai Municipal Corporation 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."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3a.</p>
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.	<u>Risk & Cost Purchase:-</u> 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 Corporation 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 BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC 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 BMC or either by any of central Govt. / state Govt. / Public sector

	undertaking/any other Local body, BMC 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.	Education Department and Security Department attendant service will be required in three shifts of 08 hrs duration as indicated in tender or as per their requirement for 365 days of year.
54.	<p><u>Fraud and Corruption:-</u> BMC requires that Service Provider must observe the highest standard of Ethics during the execution of contract. In pursuance of this policy, BMC defines, for the purpose of this provisions, the terms set forth as follows:-</p> <ol style="list-style-type: none"> 1) “Corrupt Practice” means offering, giving receiving or soliciting of anything of the value to influence the action of BMC 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 BMC 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 BMC of benefits of free and open competition. 3)“ Undesirable practice” means (i) establishing contract with any person connected with or employed or engaged by BMC 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. 4)“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. <p>If it is noticed that the service provider has indulged into the corrupt /Fraudulent / Unfair/ Coercive Practices, it will be sufficient ground for BMC for termination of the Contract and initiate blacklisting of the service provider.</p>
55.	<u>Resolution of Disputes :-</u> BMC and the Service Provider shall make every attempt to 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 Corporation Commissioner of BMC 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 BMC:-</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 BMC 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 BMC 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 BMC 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 BMC's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
58.	<u>Indemnity :-</u> The Service Provider agrees to indemnify and hold harmless BMC, 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 BMC or (III) ant compensation / claim or proceeding by any third party against BMC 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.
59.	<u>Third Party Claims :-</u> (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

	<p>writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(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.</p> <p>(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.</p> <p>(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 .</p> <p>(V) Service Provider hereby indemnify and hold indemnified BMC 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.</p> <p>(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;</p> <p>(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; &</p> <p>(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;</p> <p>(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.</p>
60.	<p>Miscellaneous :-</p> <p><u>(a) Care to be taken while working at BMC Office</u></p> <p>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</p>

BMC 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 BMC 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 BMC and/or Judicial Body. If complaints are received by BMC (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

BMC: 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 BMC. 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. BMC 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. BMC 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 BMC 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 BMC or its nominated agencies, within not later than 30 working days. Service Provider shall depute quality team for the project & as per requirements BMC 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 BMC. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with BMC. 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 BMC 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. BMC 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

6. Special condition of contract

1. GENERAL CONDITIONS OF CONTRACT (GCC)

- A.) 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 attendant work using appropriate materials and tools/equipments, if necessary.
- B.) 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. BMC 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.
- C.) 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.
- D.) 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.
- E.) 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.
- F.) The service provider shall be responsible to arrange at his own cost all necessary safety equipment, uniforms, tools, plants & machinery required for execution of work.
- G.) 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.
- H.) 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.
- I.) 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.
- J.) 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.
- K.) 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.
- L.) 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.
- M.) 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.
- N.) In the event of any restriction being imposed by the Police agency, BMC, 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 :
- O.) The service provider should ensure the Health and Safety measures of the employees, deputed for the works at his end, BMC may also conduct health checkup of the staff deployed at regular intervals at the service provider cost if required.
- P.) 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.
- Q.) The service provider at all times should indemnify BMC 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, BMC will not own any responsibility in this regard. Minimum wages will have to be paid by service provider / contractor as per Maharashtra state Govt. Rules and adopted by BMC from time to time.
- R.) The initial period of contract shall be for 12 months, **which may be extended by two year**, one year at a time depending upon the performance of agency and at discretion of BMC. BMC however, reserves the right to terminate the contract by serving one month notice, in writing if the BMC 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 attendant services till the next agency takes over.
- S.) 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 BMC besides annulment of the contract.
- T.) The service provider has to provide standard liveries on his part to its attendant staff. The staff shall be in proper uniform having printed **Attendant & Name Of Company on Reflective tape** for respective employee, provided by the service provider but approved by BMC administration with their identity properly displayed, samples of liveries (Dark Blue for Cleaning and khakhi for attendant personnels) will have to be submitted by the

Service provider for the approval of competent authority. BMC will provide the space for setting up a control room for the service provider in the premises of the concerned building from where the service provider and his own supervisory or office staff can control the attendant labour force working in the BMC. 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 attendant 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.

- U.) Once the attendant staff is allotted an area of work he or she will be under supervision concerned BMC authority and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by authority and should be considered in the scope of work if it is for the benefit of the students.
- V.) The Service provider shall:
 - i) Ensure Animal (quadrupeds), honey bee, bats, bees, pigeon, Flies free environment in the premises of BMC.
 - ii) Ensure that their managers/supervisors are equipped with mobile phones.
- W.) 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.
- X.) Once the attendant staff is allotted an area of work he or she will be under supervision of the **designated officer appointed by Education Department and Security Department** of that area and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the **designated officer**. All instruction given by **designated officer** should be considered in the scope of work.
- Y.) The service provider shall be wholly responsible for the conduct/integrity of each supervisor/attendant deputed by him. The service provider shall also be responsible for any act of omission or commission on the part of attendents 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.
- Z.) In case of pecuniary and material loss suffered by the Department on account of negligence attributable to the Service provider or his employees, the BMC 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.
- AA.) 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.

- BB.) The service provider will supply sufficient sets of uniforms, badges, and gum-boots to each attendant, 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.
- CC.) The attendants and supervisor shall be under the direct control of the officer in-charge or his/her authorized representative for day-to-day duties.
- DD.) Water & Electricity will be supplied free of cost to the service provider.
- EE.) Municipal Corporation 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.
- FF.) 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 BMC would compensate for the losses and damages of material/manpower.
- GG.) 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.
- HH.) The requirement of attendants may change as per requirement of user department during 3 years of contract period.
- II.) 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 service provider at his own costs, risks and responsibilities immediately, with written intimation to user Department.
- JJ.) The service provider should ensure to maintain adequate no. of manpower and arrange a pool of stand by staff in case any staff absences from the duty, the reliever of equal status shall be provided by the service provider from an existing pool of attendant staff.
- KK.) The attendants deployed through service provider in the BMC 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 BMC. In the event of any litigation on the status of the deployed persons, the BMC shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the BMC is made necessary parties in dispute to adjudicate the matter, the service provider has to reimburse the expenditure that would be borne by BMC.
- LL.) The attendant 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.
- MM.) 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.
- NN.) 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 BMC and if any change is required on part of BMC, 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 BMC.

OO.) The service provider shall:

- i) The contract worker shall self-attest photocopies of personal documents such as Aadhaar card, PAN card, voter identity card, driving license, mobile number, birth certificate as proof of date of birth or school leaving certificate/bonafide certificate, educational qualification mark sheet, certificate, bank account passbook etc. and must be attached with the application to be submitted to The contractor.
- ii) The contractor shall check and attest the personal original documents of the contract worker and issue the appointment letter to the contract worker with the company's rubber stamp on the contractor's letterhead. Appointment letter of the contract worker, photocopies of his personal documents, salary and other financial benefits of the contract worker (Account Payee-Cross cheque, ECS/RTGS etc. Through) details of deposit in bank account etc. shall be mandatory with the contractor.
- iii) ATTENDANCE CARD CUM WAGE SUP signed and stamped by the contractor shall be mandatory for the contract worker. Also the contractor should give service certificate after termination of service of the contract worker / if demanded by the contract worker.

3. 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. BMC 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 BMC 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 BMC. 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 Education / Security Department, and shall not knowingly lend to any person or company any of the effects or assets of the Education & Security Department, under its control.
- C) In the event of loss/damage of equipments etc. at the premises of the BMC, due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to BMC. The service provider or its representative/s shall meet User Department's representative/s regularly to take feedback regarding the attendant 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 BMC premises and shall indemnify Education & Security Department, 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, BMC 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 Attendants Services at the site will be made available by the service provider.

4. PHYSICAL STANDARDS AND QUALIFICATIONS:-

The employees of the Agency shall be of Good character and of sound health and a certificate must be provided by the concerned in this regard.

5. ATTENDANTS:-

I. Age: Not less than 18 years & more than 58 years.

II. Character: Good.

III. Not suffering from any communicable disease.

The Agency shall provide the details of the staff, proposed to be deployed viz., their name, father's name, DOB, Blood group, Aadhar card, residential address, Telephone number, recent passport size photograph, in form of a data base in both hard & soft form for approval and will be responsible for providing medical fitness certificate & police clearance certificate of the staff deployed.

6. SCOPE OF WORK IS AS FOLLOWS-

D) For Attendant services at Education Department.

1. The role of Attendants is to maintain discipline in the school campus from various threats like personal assaults, vandalism, thefts of high value items such as Computers, Furniture, fixtures etc. They should maintain proper control at the main gate of the school/buildings.
2. It is necessary to ensure that when the school/building is closed, all the rooms are properly secured and locked and the keys are kept in safe custody. Likewise they should also open the rooms and keep ready when the school/building reopens.
3. The attendants should ensure that cycles and other vehicles are properly parked in the school premises for authorized persons and no unauthorized access should be allowed during day as well as night and also during and after school hours including vacation period.
4. The attendant should ensure that no outside vendors or hawkers are allowed in school premises as well as prohibited area in front of School Gates.
5. The schools should be kept free of fire hazards. Regular checks of Fire Extinguishers, electric connections, storage of papers and other combustible material need to be carried out. They should also ensure that smoking should not be allowed in schools premises as schools are declared 'No Smoking Area' by government.
6. Most of the schools are having a First-Aid Kit. Hence it is necessary that the school Attendant has some basic knowledge of the first-aid & fire fighting in case such a

necessity arises. In the eventuality of any panic or disaster or a fire or a serious incident, the schools Attendants are required to take the charge of the situation and maintain discipline.

7. The attendant should compulsorily wear the uniform along with the identity provided by concern Authority while on duty.
8. He should maintain and keep, in an easily accessible area, the contact numbers of all important persons and places such as School Authorities, nearest Police station, Fire stations, Hospitals, Ambulance, Local Councilors etc.
9. They should ensure that no untoward incident takes place in the school premises. In case there is a theft or any other security / safety problem in the school, the school Attendants will take necessary action as per the instructions from the concerned Head Master or Administrative Officer (School). If necessary, school Attendant will report the matter to the Police station and in such case eventuality will co-ordinate with the Police or other security agency or school staff.
10. The contractor should also have proper inbuilt supervisory mechanism to have proper check and control over the services provided.
11. Pump operation & common area lighting operations should be in the scope of attendants.
12. All school buildings required attendants services for 24 Hrs.
13. Management / attendant 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 BMC. The service provider will take immediate action to resolve the complaints within the specific period of time.
14. The duty time schedule will be provided by Education Department.

Sr. No.	Total attendants required for Education Department	
1	Total number of attendants.	1556 nos.

II) For Attendant services of Security department:

1. Maintain the premises of the Municipal Hospitals, Maternity Homes, PAP Building, Fire Stations, ward office. HBT Clinic Dispensary and important locations as point wise.
2. Should be well conversant with the operation of Fire Extinguishers.
3. In the event of fire, theft, burglary the attendant should immediately take remedial measure. He should communicate the same to the B.M.C. concern officer.
4. Maintain the register of visitors, vehicles and allow the staff of B.M.C. after verification of ID Card of the B.M.C.
5. Maintain the Gate Register of goods In word and out word with Vehicle No. Driver Name and Type Vehicle. If possible to keep the photograph of Driver and Vehicles
6. Not allow any vehicle carrying goods without Gate Pass issued by the B.M.C. concern Department.
7. Restrict the entry to the trace passers.
8. Keep and maintain the register (Diary) by Attendants at the time of changing the duty.

9. Should check the office is properly locked by the staff of the B.M.C. if not properly locked then immediately informed to the concern officer.
10. Write and read Marathi, Hindi and English.
11. The role of Attendants Services staff in to keep discipline in the Municipal Hospitals, Maternity Homes, PAP Building, Fire Stations, Dispensary and important locations & Other assigned campus various threats like thefts, personal assaults, vandalism is important. One of the major risks hospitals faces is theft particularly of high value items such as computers, furniture and other fixtures. It is necessary to have proper attention at the main gate of Hospitals. It is necessary to that when the Hospital and other facilities where attendants are deployed is closed, all the Wards are properly secured and Gates locked and the keys are kept in safe custody. Same thing goes the opening of the Hospital premises. The Attendants services should ensure that there is proper parking of cycles and other vehicles and no outsiders are allowed unauthorized access during any part of tune throughout day and night: The nature of works/services shall be of providing Watch and Ward to prevent fresh encroachment, damages and theft of the properties, to prevent re-erection unauthorized structures on land after demolition of unauthorized structures and day to day administration and management of the Authority's properties by the Agency. The security Attendants shall response to any time accident action B.M.C. where calamities and take appropriate first respond action and co ordinate with respective agency.
12. It should also be ensured that no outside vendors/hawkers are allowed in Hospital/ other assigned premise. Certain steps are also necessary to prevent fires in the hospitals. The area of hospitals or other assigned locations should be kept free of fire hazards. Checking of fire extinguishers, electric connection, storage of papers and other combustible material need to be checked. The hospital premises are No Smoking areas declared by the government, hence no smoking should be allowed in the Municipal hospitals, maternity homes, PAP building Fire station, dispensary and important locations.
13. The attendant services should personally see all the concern authorities and ensure from them about any problems or event. It is duty of attendant service to prevent any untoward incident like theft or trespass and take immediate necessary action in the event of happening of such incident.
14. The list of the Hospitals and other locations and other details of deployment will be provided to the contractor whose Bid will be accepted by the Corporation. The Numbers of Attendant Services may increase or decrease. The number of Attendants Services required in each Location will-be even to the contractor whose Bid will be accepted by the Corporation. The Attendant Services will take the charge of property including various fixtures and dead stock material and ensure that nothing is stolen from the Hospital premises. In case there is a theft or any other Attendant/safety problem in the Hospital, the Attendant Services will take necessary action as per the instructions from the concerned authority of the property, If necessary, Attendants Services will report the matter to the Police Station and in such eventuality will co-ordinate with the Police or other Attendants agency or corporation staff. The Attendants Services and other staff of the agency will keep proper co-ordination with them.
15. The following staff shall be appointed by the contractor to carry out the day to day work at Municipal Hospitals, Maternity Home, Wards, Fire stations, PAP Building and important locations in BMC.

Sr. No.	Total attendants required for Security Department	
1	Total number of attendants.	2613 nos.

Sr. No.	Day	Timings	Hours of work	No. of attendant required
1	All days	1 st shift: 7.00 a.m. To 3.00 p.m.	8	As per requirement
2		2 nd shift: 3.00 p.m. To 11.00 p.m.	8	As per requirement
3		3 rd shift: 11.00 p.m. To 07.00 a.m.	8	As per requirement

8. Attendant Services Complaints Register: This register is to be completed on the basis of information received by the Manager from various departments of BMC 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.

9. Liquidated damages:

The Liquidated damages will be recovered on violation of terms and conditions of agreement as per the list given below:

Sr. No.	Description of Irregularities	Penalty
1	Misbehavior by the attendant staff to BMC Employees or students / visitors.	@ Rs. 5,000/- per incident
2	In the event of loss/ damage of equipments etc. at the premises of the BMC, due to negligence/ carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to BMC.	Recovery of loss amount & penalty of Rs. 5,000/- per incident
3	For Unsatisfactory work of Attendant work	Minimum Rs.10,000/- (Lumpsum)
4	Recurring of Sr. No. 1,2 & 3 above for more than 5 times per ward per month.	Double the penalties amount mentioned in Sr. No. 1, 2 & 3

**The above category and numbers may change at the discretion of Office-in-Charge and agency will have to comply the same. Additional manpower will have to be deployed over and above the manpower mentioned in the document for 2nd & 3rd year as and when asked for by the competent authority. The bidder should consider this while quoting the rate.*

SECTION-7

FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

“Force Majeure” shall mean any event beyond the control of BMC. or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i. War, hostilities, invasion, act of foreign enemy and civil war;
- ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorists acts;
- iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague
- iv. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail;

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

Annexure -1
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Particulars about the tenderer
(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 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) Whether tenderer is as Manufacturer / Distributor (State the category)
- 8) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 9) 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
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Tender Form
(To be uploaded in PACKET A)

Date:-.....

To,
The Municipal Corporation Commissioner
Brihanmumbai Municipal Corporation

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 work
- 7) Contract Agreement form
- 8) Annexures
- 9) Details of the Item Data in mahatender :- (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 MAHATENDER PORTAL .

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 BMC.

4. I / We also agree to keep this e-tender open for acceptance for a period of **120 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 BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....

**Full Signature of the tenderer with
 Official Seal and Address.**

- 1.
- 2.
- 3.
- 4.

Full Names and Residential Address
 of all the partners constituting
 The firm:

- 1.

- 2.

- 3.

A/c. No.....
 Name of the Bank.....
 Name of the Branch.....

Annexure – 3
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Undertaking to be signed by the tenderer
(To be uploaded in PACKET A)

Date:-.....

AFFIDAVIT

To
The Municipal Corporation Commissioner,
Brihanmumbai Municipal Corporation
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 quoted rates 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 Corporation 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 BMC 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 BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC 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 BMC.
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 BMC 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/We..... hereby further state and declare that-
I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either BMC. / 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.,
11. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC 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 BMC. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
12. The acceptance of this tender by BMC. shall constitute a binding contract between me / us and BMC.
13. 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.
14. 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.
15. I/We understand that the quantity in the tender is approximate. I / We accept that the Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
16. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of Goods and Sales Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years .
17. I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our

establishment consists equal to or more than 20 employees/ Labourers.

18. I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

I/We -----hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production activity.

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948.

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESIC Act 1948 as this act is applicable to our firm. (Note:- In future if nos.of employee/persons on our establishment will increase as stated above, the valid registration certificate under EPF & MP Act 1952 and ESIC. Act 1948 will be submitted immediately.)

19. 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 Brihanmumbai Municipal Corporation 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.
20. "I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject services / similar services / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we 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.
21. I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and 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."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

22. I/We _____ (Full Name in the Capital Letters starting with surname) the / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **Provide Attendant Manpower Services** as mentioned in the tender & in accordance with the specifications therein.

23. I/We do hereby undertake that, we will keep our full quality control over **Provide Attendant Manpower Services** as mentioned in the tender & in accordance with the specifications therein.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

24. I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

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

Signature of Tenderer
Trading under the name and style of.....
Office Stamp

WITNESS:

- (1) Full Name
And Address
Signature
- (2) 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
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Pro-Forma For Service Provider
(To be uploaded in PACKET B)

To,
Municipal Corporation Commissioner,
BMC 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 goods.

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 manufacturer.

2) Scanned copy of Original letter shall be uploaded.

Annexure-5
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
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 total supply of Man Power, total no. of locations and value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies (without disclosing rates therein) should be uploaded

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

NOTE: The experience of providing manpower of Housekeeping/Housekeeper or security guards shall not be considered.

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 5a
Pro-Forma For Statement Of Experience Certificates
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
(For the period of last five years)

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

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

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

Annexure – 6
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1

Authorisation Letter for Attending Tender Opening
(To be uploaded in PACKET A)

No. _____

Date: _____

To,
The Municipal Corporation Commissioner,
BMC

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 – 07
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1

Pro-forma of Articles of Agreement for Providing Attendant Services to BMC.

E-Tender ID: _____

Due on : _____

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

Contract for the Providing Attendant Services to BMC:

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 Dy. Municipal Corporation Commissioner (C.P.D.) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dy. Municipal Corporation Commissioner (C.P.D.) and any officers of Brihanmumbai Municipal Corporation authorized by the Dy. Municipal Corporation Commissioner (C.P.D.) 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 Corporation 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 Dy. Municipal Corporation Commissioner (C.P.D.).

AND WHEREAS the Dy. Municipal Corporation Commissioner (C.P.D.) 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 the Dy. Municipal Corporation Commissioner (C.P.D.) 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 Dy. Municipal Corporation Commissioner (C.P.D.) 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 Dy. Municipal Corporation Commissioner (C.P.D.) 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 Dy. Municipal Corporation Commissioner (C.P.D.) 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 Dy. Municipal Corporation Commissioner (C.P.D.) / purchasing Officer as being of good quality and in good working order.

2. Contract deposit.

Successful tenderer shall have to pay a contract deposit @ 05% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation valid for at least Two year .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 Corporation Commissioner / Dy.Ch.E (M & E) C.P.D./ 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 BMC.

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 BMC, 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 BMC's premises. The cost of any damage done by the Service providers or their agents to BMC'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 Corporation Commissioner/ Jt.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 BMC. **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 services within the period of 30 days from receiving purchase order. However, for any delay will attract penalty of Rs. 10,000/- per day.

(b) If Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider and Person misusing / misconducting OR its property, the penalty of Rs. 1,000/- per day per incident will be imposed.

(c) The tenderer shall ensure that there is no complaint from such outsourced person about non- payment of wages / dues. The tenderer shall resolve the complaint within seven days from the receipt of complaint, otherwise the penalty of Rs. 1,000/- per week of delayed in payment per person will be levied subject to maximum 10% of P.O. value.

(d) 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, a penalty of Rs.1,000/- per day will be imposed.

(e) If it is found that irregularities of (d) above, are occurring for more than 5 times per ward per month, then double the amount of penalties there at will be imposed.

Note:- All the penalties will be recovered from the subsequent bill of the contractor.

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 be outsourced by BMC at the risk and cost of service providers without any further correspondence in this regard.

9. Rejection & appeal

Dy. Ch.E. (CPD) or the concerned BMC 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 BMC 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 BMC 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 Corporation 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 Corporation 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 and 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 Corporation Commissioner’ or ‘Commissioner’ wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Corporation Commissioner’ or ‘Deputy Municipal Corporation 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 Corporation Commissioner/ Jt.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 BMC.

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 D.M.C. (C.P.D.) or his / her successor/s for the time being holding the office of the D.M.C. (C.P.D.) 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 Corporation Commissioner or Addl. Municipal Corporation Commissioner or the Dy. Municipal Corporation Commissioner.

Signature, name
and address of witness —

Signed, sealed and delivered by
The said Service providers,
Shri/Messrs.....
.....
In the presence of
.....

Service providers

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

Deputy Municipal
Commissioner (C.P.D.)

The common seal of the Municipal
Corporation of Greater Mumbai
as affixed on the
.....day of
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
I/II/III/IV

A.E.(CPD)
I/II/III/IV

E.E.(C.P.D.) Dy. Ch.E.(C.P.D.)

Annexure - 08
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Internal Grievance Redressal Mechanism

BMC has formed a 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.

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' (Fee/PreQual cover) (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' (Fee/PreQual cover) 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, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC 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.

BMC 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 BMC 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/- and fee shall be paid in the form of D.D. in favour of BMC.

1" Appeal by the bidder against the decision of C.E/ HOD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

If not satisfied, 2 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 25,000/- 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 BMC.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC 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 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.

Additional Municipal Commissioner and/or Grievance 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.

**Full Signature of the tenderer
with Official Seal and Address**



ANNEXURE – 09
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the -----month of 20---- between Brihanmumbai Municipal Corporation acting through Shri -----(Name and Designation of the officer) (hereinafter referred to as the "BMC" 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 BMC 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 BMC 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 BMC 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 BMC will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BMC 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:-

1. COMMITMENTS OF THE BMC

- 1.1 BMC 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 BMC undertakes that no employee of the BMC, 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 BMC will during tender process treat all bidders with equity and reason. The BMC 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.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC 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 BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 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.
- 2.2 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 BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 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 BMC 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 BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 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.
- 2.5 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 BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
 - 2.6 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.
 - 2.7 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 BMC.
 - 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
 - 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC
 - 2.10 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.
 - 2.11 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 BMC or his relatives.
 - 2.12 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.
 - 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
 - 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. **PREVIOUS TRANSGRESSION**

- 3.1 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.
- 3.2 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.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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 BMC 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..

- 4.1 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.
- 4.2 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 BMC and BMC shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of BMC 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.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC 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.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of BMC for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Corporation Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar services / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +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 BMC and if it is found at any stage that similar services / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC 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 BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The BMC 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.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Corporation Commissioner / concerned Additional Municipal Corporation Commissioner.
- 6.3 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.
- 6.4 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.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC 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.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Corporation Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Corporation Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Corporation Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Corporation Commissioner / Additional Municipal Corporation Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.

6.10 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 Corporation Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1 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 BMC 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.

7.2 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 Corporation Commissioner / Additional Municipal Corporation Commissioner of the BMC

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC 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.

9. MISCELLANEOUS

9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC 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.

9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3 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.

10. The Parties hereby sign this Integrity Pact at -----on-----

BIDDER/SELLER

Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

Witness-1(BIDDER/SELLER)

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.

Portal Copy

Annexure – 10
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Authorization Letter for Downloading and Uploading Tender

To,
The Municipal Corporation Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized for downloading and uploading of above tender due on _____ on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

- Note: 1) This letter of authorization should be on the letter head of the tenderer and should be signed by a person competent and having the power of attorney to legally bind the tenderer.**
- 2) Scanned copy of Original letter shall be uploaded.**

Annexure – 11
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
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 Organization	Remarks
1.				
2.				
3.				
4.				
5.				

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or in complete, then BMC 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)

Annexure – 12
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Details Of Criminal Cases Pending History
(To be Submitted by Bidder and his Manufacturer)

1) I M/s (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that there is no criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender.

Or

1) I M/s (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that the criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender, is as under

Sr. No.	Year	criminal case detail	Action taken/current status
1.			
2.			
3.			
4.			

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

**Full Signature of the Tenderer/Manufacturer
with Official Seal and Address**

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.200/- stamp paper in Packet 'A' (Fee/PreQual cover))

Annexure-13
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Rate Analysis

Sr. No.	Description of Rate Analysis Parameter	Amount in Rs.
1.	Basic	
2.	Dearness Allowance	
3.	Levy	
i.	PPF	
ii.	ESIC	
iii.	Bonus	
iv.	Leave Encashment/Festival Leave/Paid Holiday	
v.	Gratuity	
vi.	Service Charge	
vii.	Safety Equipment	
viii.	House Rent Allowance	
ix.	Welfare Fund	
	Total in Rs.=	

Note-

This Annexure-13 shall not be submitted in Packet 'A' (Fee/PreQual Cover) & 'B' and Responsive bidder shall submit the same in Sealed Envelope indicating Annexure-13 before opening of Packet-C, when asked to submit through email.

Tenderer's Full Signature
With Full Name & Rubber Stamp

Annexure – 14

No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024

E-Tender ID-2024_MCGM_1027937_1

Declaration (Affidavit about Blacklisting)

I,..... Son/ Daughter/ Wife of Shri..... Director/ Authorized signatory (Authorisation letter /board resolution enclosed) of the Agency M/s....., is competent to sign this declaration and execute this tender document.

We, the undersigned, declare that:

- 1) We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
- 2) We offer to execute in conformity with the Bidding Documents for providing of Manpower at Various Establishments working under BMC, Maharashtra State.
- 3) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4) If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
- 5) We hereby declare that Government of India or any other Government Body has not declared us ineligible/ blacklisted/ debarred/ banned for any reason whatsoever, in the past. Also we declare that no negative/penal order from any Govt. or Private body has been passed against us for any of our works/contracts. We undertake to declare all such incidences or works, if any, mentioned herein, with documentary evidence, along with the bid submission.
- 6) We acknowledge, understand and accept that any such incidence, if any, falling under clause 5 above, shall summarily lead to our disqualification from the present bidding process, until it has been reversed/ set aside by judicial/arbitral order as on date of submission of bid and any pending/ongoing petitions/litigations/ arbitrations shall not be considered.
- 7) We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.
- 8) We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ Security Deposit as the case may be.

Signature of authorized person

Date:

Place:

Full Name:

Seal:

Annexure – A
No.Dy.Ch.E./CPD/75/TDR/AE-3 of 2023-2024
E-Tender ID-2024_MCGM_1027937_1
Irrevocable Undertaking
(On Rs. 500/- Stamp Paper)

I Shri./Smt.aged..... years
Indian Inhabitant. Proprietor/Partner/Director of
M/s..... resident 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 BMC 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, BMC 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

DEPONANT

This day of

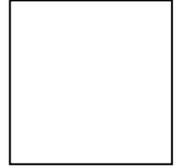
BEFORE ME

Interpreted Explained and identified by me.

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

**Section 9. Details of the Item Data Bid-wise:-
(Rates to be filled by the tenderer in commercial offer)**

Sr. No.	Item Descriptions	Unit	No of attendants	Rate per unit
1	Providing Attendants services for 8 Hrs shift	No.s	4169	To be quoted online

Note-

- i) Amount should be submitted in Item data of Mahatender Portal System and not in this document. This document is only for the information 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 different premises of BMC well before submitting the Amount in the item data of Mahatender Portal system.
- ii) For Providing attendant services for Education Department & Security Department the unit per shift per Month (i.e. working 08 hours per shift for 365 Days).
- iii) L1 bidder will be decided by taking into account rates quoted and subject to compliance of minimum wages act.
- iv) Bidders are requested to go through details of attendant services required and number of attendants required to be provided in Tender Document before quoting the rates.
- v) L2 bidder and above will be asked for negotiation to carry out work at L1 rates only if willingness is not shown by L1 bidder OR L1 is lowest.
- vi) 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 different premises well before submitting the Rates in the item data of Mahatender Portal system.
- vii) Minimum wages act is strictly applicable. Rates quoted should be as per Minimum Wages circular of BMC CLO/12 2023-24 dtd 02.11.2023 OR Revised & considering bifurcation of Levies as per circular no CLO/09 2020-21 dtd 02.09.2020 or latest.
- viii) Rates quoted by bidder i.e. per person per month rate as on date should be as per above circulars. Bidder quoting rates below Minimum Wages circular will not be considered eligible for the bid.
- ix) The Bidder should quote the rates of Attendants inclusive of all statutory payments/ deductions/ taxes /Levies/ D.A./ allowances as applicable. The payment of difference in Levies/ D.A. at the time of submission of tender and if revised by Government will be made separately.
- x) The Bidder who has been found responsive in Packet 'A' (Fee/PreQual cover) and B, will be asked through email to submit Rate Analysis of Attendants in Sealed Envelope as per format of Rate Analysis attached as Annexure-13, the bidder has to submit the same within 3 days from the receipt of email. The sealed envelope of Rate Analysis (Annexure-13) will be opened immediately after opening of Packet 'C' (Finance cover).