

BRIHANMUMBAI MUNICIPAL CORPORATION



TENDER FOR

Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.

STANDARD BID DOCUMENT

Website: www.mahatenders.gov.in
portal.mcgm.gov.in/tenders

Office of : Insecticide Officer, B.M.C.,
5th Floor, Hawkers' Plaza,
Janata Cloth Market,
Senapati Bapat Marg, Dadar (West),
Mumbai – 400 028.

INDEX

SECTION	DESCRIPTION	PG-NO
1	E-TENDER NOTICE	3-6
2	ELIGIBILITY CRITERIA	7
3	DISCLAIMER	8-9
4	INTRODUCTION	10
5	E-TENDER ONLINE SUBMISSION PROCESS	11-14
6	INSTRUCTIONS TO APPLICANTS	15-24
7	SCOPE OF WORK	25-33
8	BILL OF QUANTITIES	34
9	GENERAL CONDITIONS OF CONTRACT	35-45
	SPECIAL INSTRUCTIONS FROM INSECTICIDE DEPT.	46-71
10	SPECIFICATIONS	72
11	FRAUD AND CORRUPT PRACTICES	73-75
12	PRE-BID MEETING	76
13	LIST OF APPROVED BANKS	77
14	APPENDIX	78-95

SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION
PUBLIC HEALTH DEPARTMENT
INSECTICIDE BRANCH

No. HO / 3701 / IO / A Dt.04.02.2026

Tender No. : **2026_MCGM_1275542**

E-TENDER NOTICE

Subject: Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.

The Brihanmumbai Municipal Corporation (B.M.C.) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies and Companies registered under the Indian Companies' Act 2013, the contractors registered with the Brihanmumbai Municipal Corporation (B.M.C.).

Bidding Process will comprise of THREE stages.

The application form can be downloaded from from Maharashtra State Government's Portal <https://mahatenders.gov.in> and B.M.C.'s portal (<http://portal.mcgm.gov.in>) on payment of **Rs. 18,150/- + 18% GST i.e. Rs. 21,417/- (Rs. Twenty One Thousand Four Hundred Seventeen Only)** or at the rate prevailing at the time of sale of Tender. The applicants not registered with B.M.C. are mandated to get registered (Vendor Registration) with B.M.C. for e-tendering process & obtain login credentials to participate in the online bidding process.

i) To download the application form

ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors 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 center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs.7,44,240/- (Rs. Seven Lakhs Fourty Four Thousand Two Hundred Forty only)** (the "E.M.D."), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security / E.M.D. shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available <https://mahatenders.gov.in> and on B.M.C. portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufacturers registered under MSMED Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufacturers and suppliers are exempted from the tender form fee and Earnest money Deposit.

As per THREE Packet system, the documents for Packets A & B are to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders, if they so wish, can be present at the time of opening of bids, in the office of Insecticide Officer. The Packet C shall be opened if bids submitted in Packet A & B satisfy / include all the requirements and same are found acceptable to the Authority.

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

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on <https://mahatenders.gov.in> & B.M.C. Portal <https://portal.mcgm.gov.in>

The Applicants interested for the above referred works may contact the Insecticide Officer at the following address on any working day during office hours.

Office of the Insecticide Officer, B.M.C.,

5th Floor, Hawkers' Plaza,

Janata Cloth Market,

Senapati Bapat Marg,

Dadar (West),

Mumbai – 400 028

Landline No. 022-31817384

Email ID:- io.phd@mcgm.gov.in

The B.M.C. reserves the rights to accept any of the application or reject any or all the applications received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Websites <https://mahatenders.gov.in> & <https://portal.mcgm.gov.in/tenders>.

Sd/-
Insecticide Officer (i/c)

HEADER DATA

Tender Document No	2026_MCGM_1275542
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.
Tender Fees	Rs. 18,150/- + 18% GST i.e. Rs. 21,714/- (Rs. Nine Thousand Eight Hundred Seventy Only) or at the rate prevailing at the time of sale of Tender
Cost of E-Tender (Estimated Cost)	Rs. 7,44,24,000/-
Date of issue and sale of tender	10.02.2026 from 11:00 Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	02.03.2026 upto 16:00 Hrs
Submission of Packet A, B & Packet C (Online)	02.03.2026 upto 16:00 Hrs
Pre-Bid Meeting	13.02.2026 at 11.00 Hrs
Opening of Packet A	04.03.2026 after 16:00 Hrs
Opening of Packet B	04.03.2026 after 16:00 Hrs
Opening of Packet C	Will be informed
Address for communication	Office of the:- Insecticide Officer, B.M.C. ,5 th Floor, Hawkers' Plaza, Janata Cloth Market, Senapati Bapat Marg, Dadar (West), Mumbai – 400 028.
Venue for opening of bid	On line in Insecticide Officer's Office at Dadar (West)

This tender document is not transferable.

The **B.M.C.** reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/-
Insecticide Officer (i/c)

SECTION 2

ELIGIBILITY CRITERIA

1.1 Technical capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in B.M.C. / Semi Govt. / Govt. & Public Sector Organizations at least for 2 years during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a Prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) Three similar completed works each of value not less than the value equal to **20%** of the estimated cost for 01 year of the tender.

Or

b) Two similar completed works each of value not less than the value equal to **25%** of the estimated cost for 01 year of the tender.

Or

c) One similar completed work of value equal and or not less than the **40%** of the estimated cost for 01 year of the tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

1.2 Financial Capacity

Achieved an average annual financial turnover of **Rs. 2,23,27,200/- (Rupees Two Crores Twenty Three Lakhs Twenty Seven Thousand Two Hundred Only)** as certified by 'Chartered Accountant' in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION 3

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (B.M.C.), hereafter also referred as “The Authority”, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (B.M.C.) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (B.M.C.), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (B.M.C.) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (B.M.C.), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information

contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (B.M.C.) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (B.M.C.) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (B.M.C.) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (B.M.C.) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Brihanmumbai Municipal Corporation (B.M.C.) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Brihanmumbai Municipal Corporation (B.M.C.) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

1. Background:

The Municipal Corporation of Greater Mumbai covers an area of 437.71sq.kms.with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation (B.M.C.), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Mumbai.

B.M.C. (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, B.M.C. has mainly focused in providing almost all kinds of Civic services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the B.M.C. is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

B.M.C. is an organization having different departments, right from Insecticide Officer's Branch of Public Health Dept to Education, Market, Fire Brigade dept. and other such departments where quite a good number of staff members are working.

Scope of Work:

B.M.C. is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads and bridges and Building Construction etc.

It is intended to have an agency for **Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.**

The contractor shall provide Vehicles, Fogging Machines mounted on the vehicles, Manpower, Fuel for vehicles & diesel & petrol for Fogging Machines, for Fogging for conducting thermal fumigation activity in the Western Suburbs Division of B.M.C.. Insecticide for fumigation will be provided by B.M.C. & as per prevailing rate, the cost of the same will be recovered from the successful tenderer.

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

Instructions to Vendors participating in e-Tendering for the supply of Pick up vans to the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C..

1. The e-Tendering process of B.M.C. is enabled through Mahatender portal (<https://mahatenders.gov.in>). Tender document can be downloaded from B.M.C.'s portal website under "Tenders" section or from Mahatender portal.
2. Bidder should do Online Enrollment 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 eMudhraCA /GNFC/ IDRBT/ MtnITrustline/ 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 eProcurement 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 E.M.D. and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12. Bidder(except MSME registered) should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
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. The bidders are requested to submit the bids through online eProcurement 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 acknowledgment 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 B.M.C. Portal and on Mahatender portal.
26. All interested vendors, are required to be registered with B.M.C.. Vendors not registered with B.M.C. before, can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of B.M.C. Portal, Vendors already registered with B.M.C. 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 B.M.C. 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 commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32. 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.

SPECIAL NOTE:

TENDERERS 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 <https://www.mahatenders.gov.in/nicgep/app> Bidders, whose registration is valid, may please ignore this step. At the time of 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 licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (<https://mahatenders.gov.in>).

SECTION 6

INSTRUCTIONS TO APPLICANTS

Scope of applications

The Authority wishes to receive applications for qualification in order to SELECT experienced and capable Applicants for the bid stage.

➤ Eligibility of Applicants

The Brihanmumbai Municipal Corporation (B.M.C.) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian Companies' Act, 2013. The contractors not registered with the Brihanmumbai Municipal Corporation (B.M.C.), will be allowed subject to condition that they will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security. i.e. E.M.D (Earnest Money Deposit) will be forfeited / recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

6.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in B.M.C. / Semi Govt. / Govt. & Public Sector Organizations atleast for 2 years during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied).

a) Three similar completed works each of value not less than the value equal to **20%** of estimated cost for 01 year of the tender.

Or

b) Two similar completed works each of value not less than the value equal to **25%** of estimated cost for 01 year of the tender.

Or

c) One similar completed work of value equal and or not less than the **40%** of estimated cost for 01 year of the tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

...16

6.2 Financial Capacity

Achieved an average annual financial turnover of **Rs. 2,23,27,200/- (Rupees Two Crores Twenty Three Lakhs Twenty Seven Thousand Two Hundred Only)** as certified by **‘Chartered Accountant’** in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Submission of Tenders

PACKET – A

The Packet 'A' shall contain scanned certified copies of the following documents

Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a) Valid Registration Certificate.
 - b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for Contractor.
 - c) GST Registration certificate.
 - d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
 - e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of B.M.C..
 - f) In case, The micro and small Suppliers/manufactures valid Rregistration certificate of registered under MSMED Act-2006 or under Micro, Small and Medium enterprises.
- The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

PACKET – B

The Packet 'B' shall contain scanned certified copies of the following documents –

- a) The list of similar type of works as stated in para 'A' of Post qualification successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para 'A' of Post qualification.

b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited along with **Turnover Certificate from Chartered Accountant** (Refer Proforma – II).

c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A. / Financial Institution shall be accepted as an evidence).

d) The bidder shall give undertaking on Rs 500/-stamp paper that it is his / their sole responsibility to arrange the required machineries either owned / on lease or hire basis, at site before start of the work.

i) Regular and Routine works: The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500/- stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of B.M.C..

ii) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.

e) The Bidders shall upload the tax structure.

f) The successful bidder shall submit valid registration certificate under E.S.I.C, Act 1948, if the tenderer has more than 10 employees / persons on his establishment (in case of production by use of energy) and 20 employees / persons on his establishment (in case of production without use of energy) to B.M.C. as and when demanded. In case of less employees / persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.500/- stamp paper as per Circular no. CA/FRD/I/65 dt.30.03.2013.

g) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if the tenderer has more than 20 employees /persons on his establishment, to B.M.C. as and when demanded. In case if the successful bidder has less employees / persons then the successful bidder has to submit an undertaking to that effect on Rs.500/- stamp paper as per Circular no. CA/FRD/I/44 dt.04.01.2013.

If it is found that the tenderer has not submitted / uploaded the required documents in Packet 'B', then the shortfalls will be communicated through e-mail only and compliance required to be made within three working days otherwise they will be treated as non responsive. The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C may ask any clarification /Documents / Additional Documents from the tenderer during the tender process.

If the information of short documents (Packet A and Packet B as applicable) sent by B.M.C. by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender is not delivered or in return reply for the short documents /information is not received to B.M.C., for such lapses, B.M.C. shall not be responsible and it will be treated as non compliance of the short fall documents by the bidders. In such case 5% of E.M.D. will be forfeited and their offer will be treated as non-responsive.

PACKET – C

- This Packet will be generated by the system itself. Bidder has to fill in the rate he desires to quote as per the requirement of the tender.
- This Packet shall therefore contain only financial offer of the bidder and nothing else.

Above three Packets i.e. 'A', 'B' and 'C' form part of e-tendering process.

Tenderers shall note that they shall not disclose / quote the rates of any item in Packets 'A' or 'B'. Any such indication / attempt by the tenderer shall amount to disclosure of rate in advance and his tender would be rejected outright.

Note: In case of rebate / premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by Insecticide Officer. The format for rate analysis is annexed at Annexure D.

Grievance Redressal Committee (GRC)

1. If a Bidder is not satisfied with the decision of responsiveness / non responsiveness in Packets 'A', 'B' or 'C' by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs.25,000/-.
2. D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar.

3. The Committee for hearing grievances and passing orders is constituted as D.M.C. (P.H.) & D.M.C. (C.P.D.).
4. The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
5. If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

BID SECURITY OR E.M.D.

- ◆ The Bidder shall furnish, as part of the Bid, Bid Security / E.M.D., in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- ◆ The tenderers shall pay the E.M.D. online instead paying the E.M.D. at any of the CFC centres in B.M.C. Ward Offices.
- ◆ Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- ◆ The Bid Security/ E.M.D. of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- ◆ The Bid Security / E.M.D. of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.
- ◆ In case the successful bidder becomes non responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/E.M.D. and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- ◆ The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity);
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and / or
 - ii. Furnish the required Security Deposits.

1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to DMC (Public Health). Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases of 'Intentional Avoidance' in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning / de-registration, etc. shall be taken by the Insecticide Officer with due approval of the AMC (W.S.).

2. No rejections and forfeiture shall be done in case of curable defects.

Note:

i) Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

i. Valid Registration Certificate.

ii. Valid Bank Solvency.

iii. GST Registration Certificate.

iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.

v. Partnership Deed and any other documents.

vi. Undertakings as mentioned in the tender document.

b. Wrong calculation of Bid Capacity,

c. No proper submission of experience certificates and other documents, etc.

ii) Non-curable Defect shall mean

a. In-adequate submission of E.M.D./ASD amount,

b. In-adequacy of technical and financial capacity with respect to Eligibility

criteria as stipulated in the tender.

BID VALIDITY

• Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

The tenderer shall pay entire amount of EMD online through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover.

As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufactures registered under MSMED Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufactures and suppliers are exempted from the tender form fee and Earnest money Deposit.

Note :- 1) The micro and small manufacturers/suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online, Failing to pay of full EMD amount liable for rejection of tender.

2) The micro and small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online, Failing to pay of full EMD amount liable for rejection of tender.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

Tender Fee:-

Tender fee (as mentioned in the Header Data) should be paid online on mahatender Bidder shall note that fee paid is not refundable.

Bidder who fails to pay applicable fees will be treated as non responsive. As per Serial No. 6.8 of Government Decision No. BHAKAS-2014/Pra.Kra. 82/Bhag- III/Udyog-4 dated 01.12.2016, The micro and small manufactures registered under MSMED Act-2006 are exempted from paying tender fee and earnest money deposit (EMD). Government Boards/Corporation /Undertakings and Micro, Small and Medium enterprises registered manufactures and suppliers are exempted from the tender form fee and Earnest money Deposit.

Note :- 1) The micro and small manufacturers/suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full tender fee amount online, Failing to pay of full tender Fee amount liable for rejection of tender.

2) The micro and small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount 15 online, Failing to pay of full tender fee amount liable for rejection of tender.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

1) **Contract Deposit** – The successful tenderer, here after referred to as the contractor shall pay an amount equal to five (5) percent of the contract sum which shall be paid within thirty days from the date of issue of letter of acceptance.

B. Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of work subject to no recoveries are pending against the said work, provided that the Insecticide Officer is satisfied that there is no demand outstanding against the Contractor.

C. Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no. 26206 dt. 31.08.2023

The tenderers are requested to note that stationary charges as per above Circular will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

D. Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Up to Rs. 5 lakhs	Five Hundred
(b)	Above Rs 5 lakhs up to Rs 10 lakhs .	Five Hundred Rupees Plus 0.3% of the amount above Rupees Five lakhs subject to maximum of Rupees Twenty Five lakhs.
(c)	Above Rs. 10 lakhs	Five Hundred Rupees Plus 0.3% of the amount above Rupees Five lakhs subject to maximum of Rupees Twenty Five lakhs.

ii. The successful bidder shall enter into a contract agreement with B.M.C. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing, etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.
 2. Applicants / Bidders shall refer [portal.mcgm.gov.in\ tenders](http://portal.mcgm.gov.in/tenders) for "The Manual of Bid-Submission for Percentage Rate / Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to io.phd@mcgm.gov.in. The subject shall clearly bear the following identification / title: **"Queries / Request for Additional Information: Tender for Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.** Any changes in e-mail ID will be intimated on the portal.
 3. In case of **Equal Rates** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting. 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**
- In case of **Equal Rates** of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by the Insecticide Officer.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Sub:- Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.

Preamble :

It is intended to have an agency for **Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years** (as per specifications mentioned in the Tender).

A) Scope of work : Adult Mosquito control by Vehicle Mounted Thermal Fumigation in jurisdiction of the Western Suburbs division of B.M.C. viz. Zone – III, Zone IV, & Zone - VII (10 wards) by providing suitable vehicle as per specifications of the Insecticide Branch of Public Health Department, specified thermal fumigation machine, Supervisor, skilled operator & helper, fuel for vehicle, solvent (diesel) for machine, petrol for machine, insecticides for fogging & driver for vehicle for each Zone.

i) **Period of contract :** 3 years

ii) **Area of operation :**

Division	Zone	Wards	Area (Sq.km)
Western Suburs	III, IV, VII	H/E, H/W, K/E, K/W, P/S, P/E, P/N, R/S, R/C & R/N	158.46

B) Nature of work:

- ✧ The Thermal fumigation work is required to be done through out the year except Sundays and holidays of Pest Control Offices of Wards of Insecticide Branch of B.M.C.
- ✧ The successful Tenderer shall complete Two fillings, each of 60 Ltrs. Solution of Insecticide and diesel per zone in a day. The required insecticide for the solvent will be provided by the Ward Pest Control Officer. The mixing of the prescribed insecticide with the diesel is required to be carried out daily in the presence of competent authority of B.M.C. as per the specification.

- ✧ The Thermal fumigation is to be carried out from 7.00 a.m. onwards, daily or as per the instructions of the Insecticide Officer (I.O.) through out the year.
- ✧ The operator shall work as per program chalked out by Dy. Insecticide Officer / Asstt. Insecticide Officer of respective Division and fumigate the area specified by Pest Control Officer (P.C.O.) of the ward on a particular day. The operator shall take next day's area wise program on the previous day.
- ✧ In case of change in the routine schedule, the program may be revised on approval of the concerned Dy.I.O. / A.I.O.
- ✧ The operator shall seek the work done report from the concerned P.C.Os. Fogging areas need to be prioritized as Malaria / Dengue prone localities, building construction sites and areas of high mosquito infestations.
- ✧ Tenderer has to provide specified thermal fumigation machine, Supervisor, skilled operator & helper, fuel for vehicle, solvent (diesel) for machine, petrol for machine & driver for vehicle for each Zone. Insecticide for fumigation will be provided by B.M.C. & as per prevailing rate, the cost of the same will be recovered from the successful tenderer.
- ✧ The successful tenderer shall take care of VMFMs & the Vehicles as far as maintenance of machines & vehicles is concerned and the Government Rules & Regulations regarding adequate safety measures are applicable.

C) Technical details are as follows:

I) Technical specifications of Vehicle Mounted Fogging Machine

- | | |
|--|---------------------------------------|
| 1. Mounted | : Vehicle Mounted |
| 2. Power of Combustion chamber | : between 40 to 60 HP |
| 3. Fuel consumption | : 2 to 5 liters per hour |
| 4. Capacity of the fuel tank | : 5 to 10 liters |
| 5. Capacity of the solution tank | : 60 to 100 liters |
| 6. Weight, empty | : 20 to 50 kg |
| 7. Operation System | : Manually operated |
| 8. Solution consumption | : 50 to 100 liters per hour |
| 9. Fog generated in lit / unit time | : 35 lit per hour to 100 lit per hour |
| 10. Dimensions for shipping (size) | : 125-250 cm X 30-200 cm X 35-100 cm |
| 11. Fire fighting device or requisite type | : Dry Chemical Powder |
| 12. First aid box | : To be provided. |

II) Accessories :

- i) Nozzle:- A set of nozzles to guide discharge rates of 32, 50, 67, 82, 100 lit. per hour
- ii) Tools & other accessories accompanying the machine.

III) Technical Specifications Of Vehicle**1. General Requirement**

- 1.1 Four wheeler closed body utility vehicle such as Tata ACE, Maximo, etc, shall be utilised by the successful tenderer. The van for vehicle mounted fogging machine shall be designed specifically for the purpose of mounting vehicle mounted fogging machine. The vehicle shall be diesel driven.
- 1.2 The successful tenderer will have to complete the work as per specifications stipulated below.
- 1.3 The vehicle shall be having gross vehicle weight approximately 1.5 to 2 tons. The vehicles to be supplied shall be valid as per the rules and regulations of the Regional Transport Authority of Mumbai during the contract period of 3 years.
- 1.4 The vehicle shall have seating arrangement for driver and one person in the cabin. Further, the seating arrangement for two persons shall be provided in the rear compartment, as per the requirement of the Insecticide Branch.
- 1.5 A arrangement shall be made in rear body for keeping the various tools and equipments, fire fighting system, water and foam tank, etc., as per the requirement of the Insecticide Branch.
- 1.6 The water tank and Foam tank of suitable capacity shall be provided and fitted with water inlet and outlet connections.
- 1.7 The water mist system for sprinkling water during emergency and whenever required shall be suitably provided in the rear compartment behind the driver cabin, as per the requirement of the Insecticide Branch.

2. Chassis

Approximate Vehicle dimensions :

Length : 3800 mm – 4000 mm

Width : 1550 mm - 1750 mm

Height with driver cabin : 1900 mm - 2100 mm

Rear compartment size : 2100(L) X 1430(W) X 3000(H) mm approx.

3. The vehicles shall have valid permit and shall comply with all RTO rules and regulations and PUC norms prescribed by the Authorities from time to time. The vehicles should be in good condition, roadworthy and having valid fitness, etc.so as to have service reliability.

4. Rear Body

- 4.1 A sliding window shall be provided for communication between the persons seated in the rear compartment and the drivers cabin.
- 4.2 Grab handle and rail shall be provided from the inside wherever necessary.
- 4.3 The steel rolling shutter of adequate size shall be provided from all three sides of rear body with locking arrangement, as per the requirement of the Insecticide Branch.
- 4.4 Suitable size foot board / footsteps shall be provided at the rear for easy ingress and egress.
- 4.5 Suitable size rails (channels) shall be provided in the rear body for mobility of fogging machine.
- 4.6 The electrical fans – 2 Nos., each of suitable size shall be provided in the driver cabin and the rear compartment.

5. Painting

- 5.1 The exterior colour of the vehicles will be as directed by the Insecticide Officer.
- 5.2 The words “ON DUTY OF BRIHANMUMBAI MUNICIPAL CORPORATION” shall be painted / provided on both sides of vehicle as well as on the front of the rear fabricated body in suitable sized letters.

6. R.T.O. Requirements

The Vehicle shall confirm in all respect the provision contained in the M.V.Act 1988 and C.M.V.R. Rules 1989 or to any other statutory modification or re-enactment thereon from time to time. All the equipment and fittings necessary for R.T.O. Passing shall be provided on the vehicle.

7. Inspection

The successful tenderer shall have the vehicle inspected and road tested and approved by the Insecticide Officer of B.M.C. or his authorized representative.

8. Speed of Vehicle when in operation : Approximately 10km / hour.

9. Vehicle Tracking System :

The tender also involves the installation of vehicle tracker system with GPS / GPRS technology on all vehicles supplied by the successful tenderer. The B.M.C. shall, if desired, fit / mount the GPS on all or any of the vehicles hired under the said contract, in order to keep the tracking & monitoring of the vehicles. The successful tenderer will have to ensure that the vehicles deployed under the contract for the users shall not be repeatedly changed, as changing of the vehicles will necessitate the shifting of the GPS from one vehicle to another. Further, the tenderer shall note that in case it is utmost necessary for the successful tenderer to change the vehicle deployed for the use of user department, the cost on account of shifting of the GPS system will have to be borne by the successful tenderer. In such cases, the work of shifting of the GPS system shall be got done by the successful tenderer immediately through the B.M.C. appointed agency for GPS / VTMS, as per their prevailing rates.

In case, no agency is available with B.M.C. for said shifting of the GPS work of the B.M.C. appointed agency for GPS / VTMS is not in a position to carry out the GPS shifting work, the same will have to be got done through some other suitable agency with the permission of the Executive Engineer (Transport), B.M.C.. The successful tenderer shall note that after installation of GPS by B.M.C. / User Department on all the vehicles being provided by the particular contractor, if the successful tenderer changes any of the vehicles deployed for the use of user department & vehicle is provided without fitment of GPS, only 60% of the payment on pro -rata basis for that particular service shall be payable except in case of break down of the particular vehicle on the road, wherein the successful tenderer will have to make alternative arrangement within 1 hour & fitment of GPS on alternative vehicle in such eventualities for that particular day will not be insisted upon if the alternative arrangement is made within 1 hour & vehicular services are continued.

10. SCOPE OF CONTRACT

The scope of the contract is as under-

The successful tenderer shall have to shoulder the responsibility of comprehensive operation of all VMFM units in the Western Suburbs Division (Zone III, IV & VII) for the period of three years. Tenderer should draw separate insurance for the VMFM's and staff engaged in VMFM operation.

Mobilization Period: Successful tenderer will be required to start the fogging operation of all VMFM units in Western Suburbs Division within 30 days of the work order being issued.

A) Operation

(i) As the operation of the machine is required between 7 am onwards in one shift, it would be responsibility of the successful tenderer to provide diesel for vehicle, diesel & petrol for fogging machines, supervisor, one skilled operator, one driver and one helper on each VMFM per day on all working days of the Insecticide Branch. In case of a breakdown of VMFM, the successful tenderer will see that the machine will be repaired on the same day.

(ii) Planning of rendering the services shall be based on 8 hours operational shift. There will be two fillings in one shift and additional fillings in case of emergencies like outbreak of Malaria, Dengue cases etc. One filling will be of 60 (Sixty) litres diesel as a solvent.

(iii) During emergency situation, successful tenderer will be required to render operational services continuously as per directions of Insecticide Officer. Extra operational service will be measured in terms of fillings & payment of the same will be made accordingly at the same rate.

(iv) Successful tenderer will have to ensure that each and every vehicle, VMFM and manpower is covered under comprehensive insurance every year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. "Successful tenderer shall note that the staff will have to be registered under the labour contract commission within 3 months from placement of order"

(v) To maintain the disciplined and efficient services, it would be necessary to appoint supervisor in addition to operators and provide them uniform, safety gears & mobile facilities.

1. Successful tenderer will be required to arrange one supervisor per zone to supervise the operation & Maintenance of the machine & vehicle.
2. Provision of uniform – 2 sets per year per person.
3. Provision of shoes – 2 pairs of safety shoes per year.
4. Provision of safety gears – as described in the "Mandatory Safety Measures"
5. Mobile facility- 1 no. per Operators and Supervisor
6. Provision of first aid kit – One kit per vehicle.

- (vi) As far as parking arrangement of VMFM is concerned, it is the responsibility of the successful tenderer.
- (vii) A successful tenderer shall arrange for their own log sheets in triplicate to enter the information about day to day works allotted to them by the concerned ward Pest Control Officer.
- (viii) The successful tenderer shall contact Assistant Insecticide Officer of the zone for the monthly fogging programme of their respective zones.
- (ix.) The successful tenderer shall contact concerned ward Pest Control Officer to whom the VMFM will be allotted as per the specific programme of the day.
- (x) The VMFM operator of successful tenderer shall obtain sign of Pest Control Officer or his responsible representative not less than the rank of Junior Overseer on the log sheet.
- (xi) The supervisor of the VMFM shall supervise the fogging operation carried out at the site by their operators and shall see that the works allotted to the operators are satisfactorily completed. He should see that the break down, if any, are attended on a war footing, utilising their maintenance mechanics & ensure completion of fogging operation.

B) Comprehensive Maintenance

Vehicle mounted fogging machines:

The precise and regular timely maintenance plays the key role in keeping the VMFM in the operative status at all times and as such, these activities are to be shouldered by the successful tenderer as described below.

1) Routine and scheduled maintenance of each machine shall be carried out minimum twice in a week by the successful tenderer through their mechanic / maintenance staff and also as and when required during the operation.

Responsibilities of the successful tenderer will remain as below.

- a) They shall arrange for all the labourers, mechanics, drivers and supervisors etc. at their level and at their own cost for operation and maintenance of machines & vehicles.
 - b) They shall arrange for all required spare components of VMFM at their level and at their own cost.
- 2) As regards breakdown and accidental maintenance of the each VMFM, the same shall be carried out by the successful tenderer through their mechanic or maintenance staff.

- 3) Successful tenderer should submit operational status of the all VMFM every month to Insecticide Officer or person authorised by Insecticide Officer.
- 4) Successful tenderer shall provide a tool box in each vehicle which will have all necessary spares and tools to repair the VMFM when in the field.

C) Safety Measures for Vehicle Mounted Fogging.

As recommended by Safety Officer, Disaster Management Cell of B.M.C.,

Possible hazards

Fire

Handling of hazardous Chemical

Heat

Vibration

Noise

Continuous exposure to toxic smoke/fog, Pollution due to vehicles.

Slippery flooring

Mandatory Safety Measures

Following safety measures are mandatory while operating Vehicle Mounted Fogging Machine.

i) Fire – Possibility of 'B' Class fire i.e. Fire involving flammable liquids (Petrol, Diesel)

To install one Dry Chemical Powder Extinguisher of 06 kg capacity

ii) Handling of hazardous Chemical – Handling of poisonous pesticides.

Neoprene, Nitrile or good quality PVC gloves should be used while handling such chemicals..

iii) Heat – While operating fogging machine.

To wear full sleeve Asbestos apron & Gloves

iv) Vibration – Vibration due to fogging machine & moving vehicle.

To provide proper / comfortable sitting arrangement with safety belt for operator.

v) Noise – From fogging machine

To wear ear muffs / ear plugs.

vi) Continuous exposure to toxic smoke / fog – Fog produces by fogging machine. Respiratory Protective Equipments

To wear mask & Flexible fitting goggles for eye protection.

vii) Slippery flooring – Due to spillage of oil, chemicals

To wear Safety Shoes with non-skid soles.

SECTION 8

BILL OF QUANTITIES

SCHEDULE OF RATES & QUANTITIES

NOTE : For information purpose only. Actual rates to be filled online in price bid.

Sub : “Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years”.

Item Code	Item Description	Unit	Quantity	Long Text
1	Thermal Fumigation with VMFM in the Western Suburbs Division (Zone -III, Zone IV & Zone – VII) for 3 years	Nos.	5316 fillings	Per filling charges for operation of thermal fumigation through Vehicle Mounted Fogging Machines for 8 hrs. shift per day for control of mosquito borne diseases for PCO dept. of Western Suburbs wards throughout three years as per specification inclusive of all taxes and duties. Rs. _____

Note :- Bidder's should carefully consider all the factors before submitting their Quotes, like escalation in the rates of fuels like Diesel, Petrol, insecticides for fumigation, employee's salaries / benefits, maintenance, other materials, etc. during the course of the entire contract period. The L1 rate will be fixed throughout the entire contract period of 03 years. The rate quoted shall be firm and no variation will allowed under any circumstances.

Under no circumstances B.M.C.. will be liable to pay the difference in the increase of rates of all consumables, labour cost & other expenses whatsoever during the entire Contract period.

SECTION – 9

GENERAL CONDITIONS OF CONTRACT

All relevant clauses in the GCC published vide Cir No.MDD/7878 dated 27.09.2016 are applicable to this tender

A Booklet containing GCC is available on website for downloading to intending bidder along with other bid documents. It shall form part of contract documents.

(A) GENERAL OBLIGATIONS

1. Works to be carried out

The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of works / items / quantities and the bills of quantities shall unless otherwise stated be held to include waste on materials, carriage, and cartage, fitting and fixing it position and all other labour necessary in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.

2. Sufficiency of the tender

The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

3. Safety provisions

The contractor shall at his own expenses arrange for the safety precautions or required by the Corporation, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor.

The tenderer shall note that MUNICIPAL COMMISSIONER OF BRIHANMUMBAI MUNICIPAL CORPORATION shall not be responsible for any mishap or accident to workmen of the contractor or B.M.C.'s employee working at site, while performing these jobs and no compensation shall be payable by B.M.C. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills.

The successful tenderer shall take all the precautions to avoid any damage to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

The successful contractor shall take utmost care not to cause any nuisance due to noise, welding operations etc. They shall take all the proper precautions in this respect.

4. Patent rights and royalties

The contractor shall save harmless and indemnify the Corporation from all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name of other protected rights in respect of any constructional plant, machine work or material used for or in connection with the work or any of them and from all claims, proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation thereto.

5. Payment of bills

As per Municipal procedure, payment for the work done / material supplied will be made within thirty days from receipt of the bill, subject to satisfactory completion of work / delivery of articles or otherwise as specified in special conditions of contract. The amount of Insecticides will be deducted from the bill amount. The rates of insecticides will be the same as the rate of the purchase by the Municipal Corporation at that time and will be applicable for the period mentioned in the rate circular.

6. Contractor's other liabilities and insurance:

From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal tools and plants from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same

so that at completion the works and all Municipal Tools and Plants shall be in good order and condition and in conformity in every respect in the requirements of the contract and the instructions of the Insecticide Officer.

In the event of any loss or damage to the works or any part thereof or to any tool and plant or to any material or article at the site from any of the excepted risk the following provision shall have effect –

- a) The contractor shall as may be directed in writing by the Insecticide Officer, remove from the site any debris and so much of the works as shall have been damaged, taking to the Municipal store such multiple tools and plants articles and/or on materials as may be directed.
- b) The contractor shall, as may be directed in writing by the Insecticide Officer proceed with the erection and completion of the works in accordance with the provisions and conditions of the contract and
- c) There will be added to the contract sum the new amount due ascertained in the same manner as per deviations or as prescribed for payment in respect of the re-execution of the works lost or damaged, the replacement of any tools and plants and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and removed, by the Contractor as provided above of Municipal tools and plants, articles and / or materials to the Municipal stores and of the debris and damaged works referred to therein.

Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss injury which may occur to any property (Private, Government and/or Municipal) or to any Person (including any employee of the Municipal Corporation by or arising out of the contract.

"All insurances to be effected by the contractors and/or his Sub-Contractors shall be taken out with the Directorate of Insurance, Maharashtra State only". In case however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, a Contractor will be allowed to have such insurance from other insurance company with the prior permission of the Commissioner.

If required by the Insecticide Officer, the Contractor shall, without limiting the obligations and responsibilities under this condition insure the work (from commencement to completion) the Municipal Tools and Plants hired by the Contractors and all materials at site at their full value against the risk of lose or damage from whatever cause arising, other than that of the Excepted Risks. The said insurance shall be in the joint names of a

Commissioner and the contractors, and the contractors shall deposit with the Commissioner the said policy or policies along with the receipts for premium of such insurance under such policy or policies shall be recovered by the Municipal Corporation and shall be paid to the contractor in installments by the Commissioner for the purpose of rebuilding or replacements or repair of the works and or goods destroyed or damaged as the case may be.

If the contractor has a Bank Insurance Policy for all his Works and policy covers all the items to be insured under these conditions, the said policy shall be assigned by the contractor in favor of the Municipal Corporation; provided, however, if any amount is payable under the policy by insurers in respect of works other than the works under this contract the same may be recovered by the contractor directly from insurers.

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a Municipal machineries, building or part thereof is rented by the Contractor or is allowed to be used by him he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials or combustible nature as to which the decision of the Insecticide Officer shall be final and binding.

The Contractor shall indemnify and keep indemnified the Municipal Corporation against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage caused by the Excepted Risks.

The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938. The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or

servants and also against all costs, charges and expenses of any suit, Action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Commissioner has agreed to their cancellations.

The Contractor shall prove to the Commissioner from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Municipal Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be provided by his sub-contractor (if any) as the case may be the Commissioner as and when require the relevant policy or policies and premium receipts.

If the contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above for any other insurance which he / they may require to effect under the terms of the contract then and in any such case the Commissioner may without being bound to effect and keep in force any such insurance and pay premium or premia as may be necessary for the purpose and from time to time deduct the amount so paid by the Municipal Corporation Plus 20 percent of premium or premia amount as service charges from any money due or which may become due to Contractor or recover the same as debt from the Contractor.

All the insurance to be effected by the contractor and/or his sub-contractor shall be taken out only with the insurance company or companies approved by the Municipal Commissioner.

7. Changes in constitution

When the Contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have

been assigned in contravention of the condition no. H-01 thereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition.

8. Details to be Confidential.

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, & shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Insecticide Officer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Employer whose determination shall be final.

9. Photographs of the works

No photographs of the work or any part thereof or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractor without the prior approval of the Insecticide Officer in writing and no such photographs shall be published or otherwise circulated without the approval of the Insecticide Officer in writing.

(B) LABOUR

1. Employment of labour

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Insecticide Officer. The Contractor shall not employ connection with the work any child who has not completed his 18th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the factories Act 1948.

The Contractor shall also see that all the provisions regarding employment of young persons covered by the employment of Children Act, 1933 and the factories Act, 1948, as amended from time to time shall be fully complied with. The Contractor shall also see that the provisions set for under the minimum wages act and contract regulation and abolition act 1970 with The Maharashtra Contract labour (Regulation and Abolition) rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of Wages, overtime etc. made to his workmen as required by the

Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorize person appointed by the Central or the State Government.

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

The Contractor shall indemnify the Municipal Corporation or any agent, servant or employee of Municipal Corporation for any lapses on the part of Contractor on account of non-compliance of above referred acts.

A. Minimum Wages

1. The Contractor shall pay the laborers engaged by him on the work not less than a minimum wage (which expression shall mean whether for time or piece work, the respective rates of wages as fixed under the law for time being in force)
2. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to laborers indirectly engaged on the work including any labour engaged by labour contractors in connection with the said work as if laborers had been immediately employed by him.
3. The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Dispute Act, 1947, Indian Factories Act, 1948 and the Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time. He will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the laborers employed by him directly or indirectly.
4. The contractor shall indemnify the Municipal Corporation by executing a separate Indemnity Bond on requisite stamp paper against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.

B. Registration of Employment and Welfare

The Contractor, which expression shall include Sub-Contractor or any such person or group of persons representing the Contractor who are required to handle iron and steel material shall register themselves as employer with the Bombay iron and Steel Labour Board and shall completely fulfill all the obligatory provisions of the Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment and Welfare) Scheme, 1970. The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the Contractor.

(C). FORCE MAJEURE CLAUSE:

Notwithstanding the provisions of above, the tenderer shall not be liable for forfeiture of its performance security, liquidated damages or termination or other failure to perform its obligations under the contract as a result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and such events may include riots, wars or revolutions, fires, floods, epidemics, earthquakes, other natural calamity and quarantine restrictions.

Delayed delivery of chassis due to any event other than listed above for fabrication etc., due to strike of related trades etc., will not be considered as Force Majeure. If the force majeure situation arises, the successful tenderer shall promptly notify the B.M.C. in writing of such condition and the cause thereof. Unless otherwise directed by B.M.C. in writing, the successful tenderer shall continue to perform its obligations under the contract as near as it is reasonably practical, also shall seek all responsible alternative means of performance.

(D) REMEDIES AND POWERS**Cancellation of contract in full or in part If the Contractor:**

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Insecticide Officer; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Insecticide Officer, or
- c) Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Insecticide Officer, or
- d) Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- e) Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
- f) Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any

Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or

- g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or
- h) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days,
- i) or Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to -

- (a) Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
 - (b) Carry out the incomplete work by any means at the risk and cost of the contractor.
- On cancellation of the contract in full or in part the Insecticide Officer shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the

Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days.

If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the Insecticide Officer shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.

(E) Termination of contract for death

If the Contractor is an individual or proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Commissioner is satisfied that legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

(F) Income Tax

The Contractor shall pay Indian Income Tax on all payments made to him under the contract, other than reimbursements made to him by the Corporation to cover payments by Contractor of minor customs dues etc., or any other payment which the Contractor may make on the Corporation's behalf. Under the provisions of section 194 - C of the Indian Income Tax Act, the Corporation is required to deduct tax at source and under present legislation will deduct as tax 2% (or as per the rates in future) of the gross amount of each bill submitted. Any ex-patriate site staff or staff not normally resident of India employed by the Contractor or shall pay personal Income Tax on all money earned and paid in India.

SPECIAL INSTRUCTIONS TO TENDERERS FROM INSECTICIDE BRANCH

Tenderer's status:

Tenderers participating in the bidding process have to furnish following details along with required documents in the format enclosed to bid documents :-

- ◆ Whether it is proprietary firm –
- ◆ If yes, name of the owner, complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID etc.
- ◆ Whether it is a partnership concern –
- ◆ If yes, names of each partner, complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID and copy of registration certificate.
- ◆ Whether it is a company –
- ◆ If yes, documentary proof such as certificate of incorporation, memorandum and article of association.
- ◆ Whether is a Co-operative Society –
- ◆ If yes, the copy of registration certificate and letter of authorization from the concerned society and its authorized person's complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID.

Common Partners:

Tenderers quoting for the tender shall be governed by following conditions applicable in respect of common partners –

1. All tenderers must disclose the names of their partners, if any in the particular contract. Any tenderer failing to do so shall render himself liable to have his E.M.D. forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black listing.
2. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partner closely related to each other such as husband, wife father / mother and son / daughter and brother / sister shall not tender separately under different names for the same contract.

3. If it is found that firms as described above 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 / establishment shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
4. If it is found that closely related persons have submitted separate tenders under different names firms / establishment but with common address for such establishment / firms and / or in such establishment / firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers shall be liable for action including similar action against the firms / establishment concerned.
5. If after award of contract it is found that the responsive tenderer violates any of the above clauses the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm / establishment.

Litigation History:

The tenderer shall upload online information on litigation / arbitration history in which the tenderer is involved including NIL report on a Letter head separately.

Joint Venture:

Joint Venture shall be considered. For Joint Venture following conditions shall be fulfilled:-

- a) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- b) The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.
- c) Normally E.M.D. shall be submitted only in the name of the JV and not in the name of constituent member. However, E.M.D. in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the E.M.D. in the name of JV and giving written confirmation from the JV partners to the effect that the E.M.D. submitted by the lead partner may be deemed as E.M.D. submitted by JV firm.
- d) One of the members of the JV firm shall be lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have share of not less than 20% each in case of JV firms with up to three

members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

e) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.

f) Once the tender is submitted, the agreement shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (E.M.D.) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.

g) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

h) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the B.M.C. before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (E.M.D.) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:-

i. Joint and several liability – The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (B.M.C.) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the B.M.C. during the course of execution of the contract or due to no execution of the contract or part thereof.

ii. Duration of the Joint Venture Agreement – It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.

iii. Governing Laws – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

i) Documents to be enclosed by the JV firm along with the tender :

i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted :

- a. Notary certified copy of the Partnership Deed,
- b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- C. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :

- a. Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

iii. In case one or more members is/are limited companies, the following documents shall be submitted :

- a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- b. Copy of Memorandum and articles of Association of the Company.
- c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

j) All the members of the JV shall certify that they have not been black listed or debarred by B.M.C. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

Rates and validity period:

- 1) Tenderers shall quote firm offer and shall not quote more than one rate for the same item. Conditional offers shall not be considered and shall be treated as non-

responsive. The offer will discount for prompt payment, bonus etc. shall not get weightage at the stage of evaluation.

- 2) Alternate Offer submitted by the tenderer shall not be considered. If submitted, offer for that item shall be rejected.
- 3) Validity of the offer should not be less than **180** days from the date of opening of tender. Any period quoted lesser than this will amount to conditional offer and shall be rejected. In exceptional circumstances, prior to expiry of the original time limit, the Municipal Commissioner may request the tenderer to extend the period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer may refuse the request to extend the validity period. A tenderer agreeing to extended validity period shall not be permitted to modify terms of the tender.
- 4) Tenderer shall not quote any conditions outside the conditions included in these documents. Such offers would be treated as conditional offers and would be rejected outright.
- 5) The rates quoted should be firm for the entire contract period and no change on any account shall be allowed.
- 6) The rate offered shall be for the whole work as described in scope of work attached hereto based on the Bill of Quantities.
- 7) The Tenderer shall fill / upload the item rate in figures in the Financial Bid.

Filling in the form & Uploading, signing and sealing: Tenderers shall be advised to fill in the tender documents by observing the following before it is uploaded:

- i. Tender shall be written in English only.
- ii. Before uploading the tender documents tenderers are requested to go through all terms and conditions to be fulfilled and the steps to be followed in uploading the tender documents.
- iii. The tenderers are requested to sign and put the official seal of the company on the last page of the tender form and that of schedule rate copy.
- iv. The tender must be submitted in the tender form / item schedule of the Corporation and should be free from erasures. Any tender containing corrections or alterations shall be rejected.
- v. The rate must be typed on schedule rate copy. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled in carefully.
- vi. Tenderers are informed that they should score off or write 'NIL' on each blank sheets of items, which are not tendered for.

vii. The tenderers are requested to fill the tender carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after tender has been submitted.

viii. Who should sign-

- a) If the e-tender is made by an individual, it shall be signed by him with his full name and current address.
- b) If the e-tender is made by a proprietary firm, it shall be signed by the proprietor with his name and the name of his firm with its current address.
- c) If the e-tender is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney for the firm for signing the tender. In this case, a certified copy of the Power of Attorney shall be uploaded. A certified copy of the partnership deed, shall also be uploaded.
- d) If the e-tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the tender in which case a certified copy of the Power of Attorney shall be uploaded.
- e) If the e-tender is made by a co-operative society or any charitable institute or any other sanstha, it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be uploaded.
- f) If the person signing the tender is other than the individual or the Proprietor, then tender shall upload a certificate copy of Power of Authority authorizing the signatory.

Responsibility for uploaded Documents:

- 1) The responsibility to produce original and authenticated documents in respect of documents uploaded rests with the Tenderer. If any document is found to be forged, bogus, etc. the tender shall be rejected and the tender deposit forfeited. Any contract entered into under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said contractors and / or the partners.
- 2) If the certificates issued by any state authority are in a language other than English, Hindi or Marathi, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be uploaded, along with a copy of the original certificate.

Amendment to Tender documents:

- 1) Before the deadline for uploading / submission of tender offer, the B.M.C. may modify any tender condition included in the tender document and issue addendum / corrigendum / Clarification by publishing in the newspapers and / or on the portal. B.M.C. may also adopt e-mail facility or may display such amendment on the notice board of the department issuing the tender also.
- 2) 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 envelope 'B'.
- With a view to give sufficient time to the prospective tenderers to consider any such addendum / corrigendum / clarification, B.M.C. may, if considered necessary, extend the due date of submission / uploading of the offer and accordingly re-schedule the further activities.

General:

- 1) The time is an essence of contract.
- 2) Tenderer are advised to avoid expressions such as 'Immediate', 'Ex-stock', 'As early as possible'. The period shall be counted from the date of issue of indent / purchase order.
- 3) In case of contracts where large quantities of stores is to be purchased in installments say, per month, per quarter, or as and when required, a final date for completion of the total quantity should be stipulated.

Successful Tenderer must distinctly understand the following:

- 1) That he shall have to execute written contract as per the draft of contract / agreement appended to the tender documents. He shall be strictly required to conform to the conditions of the 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 his part for infringement of any of the conditions.
- 2) To pay contract deposit @ **5%** of the total contract cost in the form of BG within the time specified and execute the contract on the day fixed and intimated in writing. The contract deposit will be refunded after satisfactory completion of the terms of contract.
- 3) That avoiding payment of full contract deposit before execution of the contract on the ground of his other deposits / contract deposits being with B.M.C. shall not be permitted. Such transfer shall not under any circumstances be permitted.

- 4) That all payment due to the contractor shall be made through electronic mode. The contractor / supplier must have account in any Nationalized Bank or Schedule Commercial Banks or Scheduled Co-op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor / supplier shall fill up vendor master creation form and submit it to the office of Chief Accountant (Treasury) along with registration fee as applicable for creating Vendor's Master. However, as far as payment of advance or payment against delivery or any other advance payment shall be by cheque only so as to keep watch on the detailed account / recovery of such advances.
- 5) That failure to pay the contract deposit within specified period shall be deemed to have committed a breach of the undertaking given by him in the tender for which the Municipal Commissioner may forfeit the E.M.D.. In that eventuality his tender shall stand rejected.
- 6) In case of a Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by the person duly authorized to sign the contract for the Company by a Power of Attorney. Such Power of Attorney must be registered in the office of tender inviting department.
- 7) That the liability on account of stamp duty, stationery and legal charges for execution of contract, at prevailing rate shall be borne by him.
- 8) That if the contract executed is by the partnership firm, Contractor shall not at any time dissolve partnership in respect of this contract or otherwise change or alter their respective interests therein or assign, or sublet the present contract or the benefit thereof or any part thereof to any person/s whomsoever, without the previous consent in writing of the Municipal Commissioner. In case the Contractor shall at any time commit any breach of this condition then the Earnest Money Deposit / Contract Deposit shall be forfeited.
- 9) That any subsequent change in the name of the firm & address of the firm, the contractor / supplier must intimate such changes with relevant documents and a fee of Rs.5,000/- per change as administrative charges for effecting such changes in B.M.C. record shall apply.
- 10) That the contractor shall have to pay income tax on all payments made to him under the contract. Under provisions of the I.T. Act, the B.M.C. is required to deduct, income tax at source, on the gross amount of each bill paid at the rate prevailing at the time of payment.
- 11) That the successful bidder has to hand over to B.M.C. all declarations, affidavits, experience certificates, performance etc. certificates in original the copies of which are uploaded along with tender documents.

- 12) That the successful tenderer shall have to execute integrity pact in the form appended to the tender documents and to observe its clauses very religiously.

Payment Terms:

The Bills shall be submitted to the Insecticide Office by the 5th of every month for the preceding month. Payment will be made on the machine filling basis and not on the basis of distance travelled by the vehicle, only as per normal Municipal procedure i.e. within 30 days of every month on receipt of bills, at the satisfactory completion of the work. Advance payment will not be made in any case.

The terms of payment as defined above shall neither be relaxed nor any alternate payment terms shall be considered under any circumstances.

Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Tenderer and such amount shall not be refunded to the successful Tenderer by the B.M.C.

SPECIAL CONDITIONS FOR AVAILING THE SERVICES OF THERMAL FUMIGATION CONTRACT THROUGH VEHICLE MOUNTED FOGGING MACHINE (VMFM) IN THE WESTERN SUBURBS DIVISION OF B.M.C. FOR 3 YEARS UNDER PUBLIC HEALTH DEPARTMENT.

1. Routine thermal fumigation services programme through VMFM will be decided by the Insecticide Officer, concerned Dy. Insecticide Officer / Asstt. Insecticide Officer/ Pest Control Officer.
2. Emergency services to be provided on any day, at any time as per the instructions of Insecticide Officer/ Dy. Insecticide Officer/ Asstt. Insecticide Officer/ Pest Control Officer.
3. Qualified and experienced staff for thermal fumigation and maintenance of vehicles and machines to be provided.
4. It is the responsibility of the contractor to provide and submit the daily field performance report of Vehicle Mounted Fogging Machine in the Log Sheet as per the prescribed format duly filled in to Pest Control Officer within stipulated time. All such reports will be provided with appropriate signature with full name and stamp to the B.M.C.
5. The contractor has to provide mobile phones for communications with all vehicles. The contractor is required to start the work within 30 days on placement of acceptance letter/order.
6. The tenderer should have valid licence of Pest Control Operation from the Govt. of Maharashtra, Department of Agriculture.
7. The tenderer should be Registered with the Insecticide Officer for rendering Pest Control Services for Public health, in the jurisdiction of Brihanmumbai Municipal Corporation.
8. The contractor has to submit valid Registration certificate from the Insecticide Officer within 90 days from the date of receipt of acceptance letter.
9. Tenderers should have landline telephones, mobile telephone, manpower and administrative set up to take up, organize and manage the scope of work and any emergency requirements. The tenderer should have maintenance facility for all the time to meet emergency situation or breakdowns or replacements. The office staff and responsible persons should be made available for contact and taking necessary action during all the 24 hours of the day in case of emergency or urgent messages and communication.
10. Municipal Commissioner reserves the right to accept or reject any tender without assigning any reasons. B.M.C. also reserves the right to terminate the contract by giving one month notice without assigning any reasons.

11. The tenderer should quote the cost in segregated manner as clearly mentioned ahead:

Work details	Total filling (estimated)
Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.	5316

12. The tenderer should provide all consumables i.e. (i) Diesel for vehicles. (ii) Petrol fuel for fogging machine. (iii).Diesel as solvent for fogging machine.

13. The Tenderer / Contractor should be able to provide continuous operations.

Even though the Tenderers meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements; and / or
- b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

14. The tender and the contract is in general consistency with “General Conditions of Contract”. In case there is any deviation detected or discrepancies precipitated, the content of the contract will prevail over the content of the tender and content of the tender will prevail over “General Conditions of Contract”. The successful Tenderer should note that the Special Conditions shall prevail over “General Conditions of Contract”

15. Complying with R.T.O. Rules statutory requirements :-

The successful tenderer shall have to abide with latest R.T.O rules and statutory requirements including latest Court’s ruling in force. It will be responsibility of tenderer that the vehicles for vehicle mounted fogging machines will be roadworthy and duly passed by R.T.O. and fitness shall be valid at the time of commencement of the contract. Maintenance of all the vehicles & payment of insurance, RTO charges etc., shall be the responsibility of the successful tenderer throughout the contract period. The latest High Court’s Orders regarding plying of vehicles in Mumbai and also pollution control laws shall be abided by the successful Tenderers at all times during currency of contract period.

16. Insurance :

a) It will be the responsibility of successful tenderer to have insurance of their operating staff. They are requested to note that there will not be any reimbursement in this regard by B.M.C.

b) B.M.C. shall not be responsible for any compensation or reimbursement of compensation in case of third party damage due to mishandling of machine or hazardous consumables by the operator or maintenance staff of the successful tenderer.

c) As regards any mishap / accident happened on the road or at site of work (fogging), the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of police complaints, lodging / follow up of the insurance claim & facing the court trials etc.

d) In any circumstances, it shall be the responsibility of successful tenderer to set right the VMFM's & vehicles without raising any extra bills / claim against the same for reimbursement from B.M.C.

e) Successful tenderer's will submit registration certificate as per the conditions of E.P.F.rules and ESIC Act 1948 which is stated in the circular no – C.A.(F)/FRD/1/65 dt.30.03.2013.issued by B.M.C.

17. Payment:**a) The payment of services rendered by successful tenderer**

The successful tenderer has to submit the daily field performance report of Vehicle Mounted Fogging Machine in the Log Sheet as per the prescribed format duly filled in to the Pest Control Officer within stipulated time. The successful tenderer has to submit second copies of the daily field performance report invariably along with the monthly bill for verification, audit and payment. They will have to subscribe the NEFT details, name of their bank, branch and account no. on the monthly bills. The bill shall be accompanied with relevant documents and other parameters, as decided by the B.M.C. The payment of work carried out during the month by successful tenderer will be released after deducting the penalty, if any. In no case the penalty will be carried forward in the successive bill. The dispute or complaint if any regarding penalty will be entertained only after deduction of the same.

The payments of the bills shall be released generally within 30 days from the receipt of bills and submission of the requisite documents.

b) No interest shall be paid for delayed payments due to disputes, etc.

It is agreed that the BRIHANMUMBAI MUNICIPAL CORPORATION or it's Officer or offices shall not be liable to pay any interest or damage with respect to any moneys or balance which may be in it's or its Officer or officers' hands owing to dispute or deference or claim or misunderstanding between the BRIHANMUMBAI MUNICIPAL CORPORATION or it's Officer or offices on one hand and the successful tenderer on the other, or with respect to any delay on the part of the BRIHANMUMBAI MUNICIPAL CORPORATION or it's Officer or officers in making payments or in any other respect whatsoever.

It is distinctly understood and agreed between the parties hereto that payment for work already executed by the successful tenderer is not a condition precedent under this contract for the execution of the remaining work.

c) All the payments shall be in accordance with the SAP system adopted by the B.M.C.

d) Overpayment and underpayment

Whenever any claim for the payment of a sum to the Brihanmumbai Municipal Corporation arises of or under this contract against the successful tenderer the same may be deducted by the BRIHANMUMBAI MUNICIPAL CORPORATION from any sum then due or which at any time thereafter may become due to the successful tenderer under this contract and failing that under any contract with the BRIHANMUMBAI MUNICIPAL CORPORATION or from any other sum due to the successful tenderer from the BRIHANMUMBAI MUNICIPAL CORPORATION (which may be available with the BRIHANMUMBAI MUNICIPAL CORPORATION) or from his security deposit / retention money or he shall pay the claim on demand. The BRIHANMUMBAI MUNICIPAL CORPORATION reserves the right to carry out post payment audit and technical examination of the bill submitted by successful tenderer. The BRIHANMUMBAI MUNICIPAL CORPORATION further reserves the right to enforce recovery of any overpayment when detected.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the successful tenderer or alleged to have been done by him under the contract, it shall be recovered by the BRIHANMUMBAI MUNICIPAL CORPORATION from the successful tenderer by any or all the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the successful tenderer by the BRIHANMUMBAI MUNICIPAL CORPORATION.

The aforesaid right of the BRIHANMUMBAI MUNICIPAL CORPORATION to adjust overpayment against amount due to the successful tenderer under any other contract with the BRIHANMUMBAI MUNICIPAL CORPORATION shall not be binding for any period from the date of payment of the bill or in case the final is a " Minus " bill, from the date of the amount payable by the successful tenderer under the "minus" bill is communicated to the successful tenderer. Any amount due to the successful tenderer under this contract for underpayment may be adjusted against any amount then due or which may be at any time thereafter become due before payment is made to the successful tenderer, from him to BRIHANMUMBAI MUNICIPAL CORPORATION on any other contract or account whatsoever.

e) During the mobilization period of 90 days, if the successful tenderer fails to comply with the technical specifications laid down in this tender with respect to vehicle, vehicle body, Vehicle Mounted Fogging Machine, mounting of fogging machine, etc., only 80% of the payment due per day, as per the completion of requisite quantum of fogging operation completed for the day, will be given till compliance of all the technical specifications, till the completion of 90 days.

f) In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent Court in the City of Mumbai only.

18. Penalty :

- a) The successful tenderer shall commence the operation of thermal fumigation through Vehicle Mounted Fogging Machines within 30 days of receipt of the Purchase Order and shall have a period of 90 days to fully establish the entire operations as per the specifications laid down. However, during the mobilization period of 90 days, the successful tenderer shall comply with the required condition of operating two machine fillings per unit per shift. Strict compliance of all the specifications of the vehicle, it's body and the machine mounted thereon will not be insisted upon during the mobilization period of 90 days. However, the successful tenderer will have to ensure the completion of daily quota. If the successful tenderer fails to do so within 90 days of issuing of the Purchase Order by B.M.C. and acceptance letter by the successful tenderer for the Division for which the contract has been awarded, penalty of Rs. 25,000 /- (Rs. Twenty Five Thousand only) per day will be levied.

- b) If the designated VMFM with operator / helper / driver / supervisor is absent in the Zone, successful tenderer for the Division for which the contract has been awarded, will be required to arrange for alternative VMFM with operator/ helper / driver / supervisor within 2 hours period from start of the shift for the day. If no filling / fogging is carried out, no payment for that day will be payable to them and in addition a penalty of Rs 15,000/- (Rs. Fifteen Thousand only) per shift will be levied.
- c) Successful tenderer will be required to carry out fogging of two machine fillings per machine per day in the Zone of the Division for which the contract has been awarded, failing which the payment for that day will be given only for completed filling operated and in addition a penalty of Rs. 7,000/- (Rs. Seven Thousand only) shall be levied for the day.
- d) From the view point of safety & discipline, following penalties would be levied so that the faults do not recur :-
 - i) Non wearing of the uniform by the operating staff - Rs. 400 /- per event.
 - ii) Non use of safety gears by the operating staff – Rs. 600 /- per event.
 - iii) Non use of mobile by the operating staff – Rs. 300/- per shift
 - iv) Not keeping valid driving licence by the driver - Rs. 800/- per event
 - v) For not keeping the RTO registration document in the vehicle- Rs. 800/- per event.
 - vi) For not keeping Insurance documents in the vehicle – Rs. 800/- per event
 - vii) Failure to arrange alternative machine within 01 hour from the break-down of the VMFM - Rs. 2,000/- per hour.
 - viii) For not providing operator / helper / driver / supervisor – Rs.1500/- per person.
 - ix) For not providing fire fighting equipments and allied accessories – Rs.2000/- per day.
 - x) Stocking of fuel in the drivers cabin or the rear compartment – Rs.1500/-
- e) Failure by way of delay in operation (excluding natural unavoidable circumstances like earthquake, communal riot, deluge / flood, storm or cyclones or any other man-made calamities etc.) - Rs. 2,000/- for the first hour and Rs. 2,500/- for every additional hour.
- f) The successful tenderer shall have to shoulder the responsibility of arranging the backup system such as providing alternate services in case of breakdown of the

machine and/or vehicle within one hour duration from the breakdown of the VMFM. In case of failure to arrange the alternative machine and/or vehicle services within one hour duration, the penalty as at 18 (c) above will be applicable.

- g) The Insecticide Officer reserves the right to prescribe penalties, not mentioned herein, as and when faults are observed which are not stated herein above.

19. All Medico legal, Consumer Protection cases will be the responsibility of concerned successful tenderer.

20. The staff working in the activity of thermal fumigation through VMFM and the maintenance of vehicles and machines will not have any claim to become employees of B.M.C.

21. In case of any dispute, the decision of The Municipal Commissioner will be final.

22. The contractor will be responsible for his work and no liability will be on the part of B.M.C.

23. The Contractor/ Tenderer has to provide a copy of the Pan Card.

24. The successful tenderer should register himself with B.M.C. for Vendor Code.

25. There will be one VMFM per administrative zone in Municipal jurisdiction but if required the VMFM from other zones can be diverted to operate in a particular zone as per the directions of the Insecticide Officer. The VMFM is to be operated for 2 machine fillings per day per zone but if required the successful tenderer shall have to operate more machine fillings per day as per the directives of the Insecticide Officer at the same rate.

Other Conditions :

1) On failure to supply:

The successful tenderer shall ensure that during breakdowns etc. the alternative vehicle mounted fogging machine shall be supplied expeditiously to maintain service reliability. If the contractor fails to supply satisfactorily any of the indented vehicles or fails to supply the same within the prescribed time or fails to replace any defective vehicles the Insecticide Officer, without prejudice to other rights of taking action, shall be at liberty to procure the same from the open market, at the risk and cost of the contractor and all expenses thereby including extra cost incurred shall be payable by the defaulting contractor. B.M.C. may recover such dues from any moneys due to the contractor under this or any other contract between the Contractor and the Corporation.

2) On inferior quality of performed service:

In case performed service is found to be of inferior quality, it shall be within the competence of the Municipal Commissioner, without prejudice to his other rights and remedies under the contract, to call upon the contractor to pay such amount not exceeding the cost of the substituted service procured by the Insecticide Officer, plus such further amount not exceeding 20 percent of the cost as he may think proper, as liquidated damages for each such default and any such decision of the Municipal Commissioner shall be final and binding upon the contractor who shall be bound to pay such amount forthwith on demand made upon them in that behalf.

3) Secrecy:

The Contractor 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 the aforesaid conditions shall be a sufficient cause to cancel the Contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor, in addition to the legal action as deemed fit.

4) Compliance with Security Requirements:

The Contractor shall strictly comply with the Security Rules of the B.M.C. in force and shall complete the required formalities including verification from Police and other authorities, if any, and obtain necessary prior permission for entry into the premises.

5) Confidential Information:

The drawings, specifications, prototype, sample and such other information furnished to the Contractor relating to the supply / works / sub-system / equipment etc. shall be treated as confidential and shall not be divulged to any third party. It shall remain as the property of B.M.C.

If, during the process of execution of the Contract, any improvement, refinement or technical changes and modifications are effected by the Contractor, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement / modifications effected by the Contractor shall continue to be the property of the B.M.C.

6) Laws governing the Contract and Jurisdiction:

The Contract shall be governed by the laws of India for the time being in force. Marking of all the stores supplied must comply with the requirement of Indian Acts relating to merchandise marks and all the rules made under such acts.

The courts within the local limits of Mumbai only shall have jurisdiction to deal with and decide any matter arising out of this Contract.

7) Indemnity:

The prices stated in the contract shall be deemed to include all amounts payable for the use of patents copy right, registered charges, trademarks and any other industrial property rights. The Contractor shall at all times indemnify the B.M.C. against all claims including claim by any third party which may be in respect of stores for infringement of any rights protected by patent registration of design or trademarks and shall take all risks of accident or damage which may cause a failure of the supply from whatever cause arising and entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

This tendering process is covered under Information Technology Act and Cyber Laws as applicable.

8) Extension of Tender Opening Date:

Sometimes, situations may arise necessitating modification of the tender documents already put on sale. Also, after receiving the documents, a bidder may point out some genuine mistakes necessitating amendment in the tender documents. Tender inviting department may also feel necessity of amending it. In such a situation, it is necessary to amend / modify the tender documents suitably prior to the date of submission of bids. Any change by way of amendments / modifications in the tender documents, change in respective dates etc. shall be made known to all bidders by way of corrigendum in the local newspapers as well as on the web.

9) Amendments / Modifications to bids by the bidder:

In the light of corrigendum issued, the bidder, after submitting the bid, may alter or modify his offer and upload, before revised due date & time of receiving tenders, his modified offer. In that case, he shall delete his original offer.

10) Late Tender:

Under e-tendering process the question of late submission of tender would not arise as the site blocks any submission on expiry of due date and time. However, if contingency or receiving tenders in physical form arises, late tenders i.e. tenders received after the specified date and time shall not be opened or considered and returned to the tenderer unopened.

11) Opening of Tenders:

At a predetermined time tender opening process shall start. At that time one representative of each tenderer shall be allowed to remain present on production of letter of authorization in the format as per Annexure- F.

12) Evaluation of bids:

There are four steps viz.

- a) Preliminary scrutiny,
- b) Detailed scrutiny,
- c) Evaluation of responsive bid on financial ground, and
- d) Deciding ranking of responsive bidders from lowest one.

The tenderer should note that following are some of the basic points for which bid shall be treated as non-responsive:-

- i. Non-payment of bid security or E.M.D.,
- ii. Conditional Bid,
- iii. Validity quoted is less than the required period,
- iv. Non submission of documents in required Packet,
- v. Non agreeing to some essential conditions in the bid document / quoting his own condition,
- vi. Not agreeing to the payment schedule.
- vii. Quoting for goods manufactured by a different firm without the required Authority letter from the manufacturer.
- viii. Not agreeing to give the required security deposit / performance security.
- ix. Quoting for part supply instead of entire requirement as specified in the tender condition.

Based on the conditions, all tenders shall be scrutinized and those non-responsive shall be kept out of consideration. Those responsive shall be considered for opening of packet "B" and further evaluation purpose.

13) Detailed Scrutiny:

During detailed scrutiny of Packet 'B', the procuring department may, if necessary, call for clarification by giving specific time limit in respect of the documents submitted by the bidders but shall not call for any fresh document or replacement of the documents submitted by the bidders. The eligibility of the bidder shall be determined only on the basis of the documents already submitted.

If bidder fails to submit clarification within the stipulated period his tender shall be treated as non-responsive. Further 10% E.M.D. of the bidder shall be forfeited.

14) Rejection of Tenders:

In the ordinary course, Municipal Commissioner does not pledge himself to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason.

There are however, some contingencies under which offers received are required to be cancelled or rejected –

- i. There has been a material change in the basic specifications after receipt of tenders.
- ii. The offers received do not conform to specifications in important respects.
- iii. Prices quoted are unreasonably high.
- iv. Lack of competition.
- v. Lowest responsive tenderer withdraws the offer.

15) Demonstrations:

Where needed, the tenderer, at his cost, should arrange for the demonstration of the equipment quoted for in the tender within 15 days from the date of intimation of the request for demonstration. Such demonstration shall be only in India.

16) Fall clause:

It shall be a condition of the contract that the price charged for the item to be supplied by the contractor to B.M.C. shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person / organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores or offers to sell such stores to any other person / organization at a price

lower than the prices chargeable under the contract, he shall forthwith notify such reduction of cost to the B.M.C. and price agreed to under the contract for the item supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

17) Risk Purchase:

In the event of supplier failing to fulfill the contractual obligations, an option of completing the Contract at the risk and expenses of the Contractor shall be available under the contract.

18) Clarification on Tenders:

1. To assist in the examination, evaluation and comparison of Tenders, the tender scrutiny officers may at their discretion, ask any Tenderer for clarification of the Tenderer's tender, including breakdowns of the prices in the Bill of Quantities. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction or arithmetic errors discovered by the officers in the evaluation of the tender.

2. The Tenderer will not be permitted to change the substance of his tender or to replace the document after tenders have been opened.

19) Acceptance, Rejection, Splitting:

- a) The Municipal Commissioner reserves the right to accept any e-tender and / or split the work for award and / or to annul the tendering process and / or reject all the e-tenders at any time prior to award of the contract, without incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the Employer's action.
- b) When more than one work is covered under any tender, the Municipal Commissioner reserves the right to allot one work to one tenderer depending on the least cost basis.

20) Disqualification:

1. Without prejudice to other conditions disqualifying the bidders they shall note that even though the tenderers meet the qualifying criteria, they are liable to be disqualified, with forfeiture of E.M.D., if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted online, in proof of the qualification requirements, and / or

- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures, etc. and / or
 - c) Participated in the previous tendering for the same work and had quoted unreasonably high tender prices and could not furnish rational justification to the Corporation, or
 - d) Not uploaded details of ongoing works / commitments.
 - e) Adopted any “corrupt practice” by offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution or adopted any “fraudulent practice” means, misrepresentation of facts in order to influence a procurement process or the execution of a contract including collusive practice among tenderers (prior to or after tender submission).
2. No tenderer shall contact the Municipal Commissioner on any matter relating to its tender from the time of the tender opening to the time of the contract is awarded. If the tenderer wishes to bring additional information to the notice of Municipal Commissioner, he should do so in writing.

Any effort by the tenderer to influence the Municipal Commissioner in tender evaluation, tender comparison or contract award decision, may result in the rejection of the tenderer's tender.

- c) Tender shall be termed to be under consideration from the opening of the tenders, until such time an official announcement of award of the tenders is made. While tenders are under consideration, tenderers and their representatives or other interested parties are advised to refrain from contact, by any means, the Corporation's personnel or representatives on matters related to the tenders under consideration.
- d) Staff involved in short listing and bid evaluation should resist itself from accepting business gifts and hospitality. Code of Conduct sets out certain guidelines in this respect. The motive of donors may be different and objectionable from the eyes of third party. If any staff member believes that gift offered is with an ulterior motive he must report such incident to his superiors. Bid offer of such a bidder shall be straight way rejected.

21) Performance Security / Contract Deposit:

Failure of the successful Tenderer to comply with the requirements of Performance Security / Contract Deposit shall constitute sufficient grounds for cancellation of the

award and forfeiture of the E.M.D. and any such other remedy the Municipal Commissioner may take under the Contract, and the Municipal Commissioner may resort to awarding the contract to the next ranked Tenderer.

22) Contract Execution:

i) All required documents for execution of the contract shall be submitted within 30 days from the time of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs.5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit within 30 days from the date of letter of acceptance received by him.

ii) If the amount of the contract deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender/contract already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

lii) The amount of Security Deposit retained by the B.M.C. shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by B.M.C. shall be adjusted towards the excess cost incurred by the Department on rectification work.

23) Signing of Agreement:

- a) At the time of notifying the successful Tenderer that his Tender has been accepted, B.M.C. will make available the Tenderer the agreement in the form provided in the Tender documents, incorporating all conditions agreed between the parties.
- b) Within 30 days from issuance of acceptance letter to the successful Tenderer, he shall pay the requisite legal & stationery charges, sign the Agreement and deliver it to the Municipal Commissioner, together with the required Performance Security / Contract Deposit.
- c) Acceptance of the tender of a particular bidder shall be announced on the official site of the B.M.C.

24) Redressal of Grievances:

Any bidder having grievance in respect of specifications, eligibility criteria, evaluation criteria or actual evaluation and selection of a responsive bidder may seek redressal of his grievances by following procedure explained under Chapter on the Redressal of Grievances.

25) Termination of Contract:

Without prejudice to any other remedy, Municipal Commissioner reserves the right to terminate the contract by giving adequate advance notice to the Contractor particularly in respect of following situations –

If the contractor fails to deliver any or all of the goods / fails to carry out the work within the stipulated period.

- a) If the contractor fails to perform any other obligation under the Contract.
- b) If the contractor becomes bankrupt or otherwise insolvent.
- c) If it is established that the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) Any reason the Municipal Commissioner thinks it fit to terminate the contract.

26) Documents forming part of Contract:

Following documents shall form part of the Contract:

- i. All Original Bid Documents submitted at the time of bidding,
- ii. Letter of Acceptance,
- iii. Power of Attorney in favour of authorized signatory on behalf of the contractor,
- iv. Performance Security
- v. All the tender documents duly incorporating the amendments effected through addenda.
- vi. Accepted financial offer (Financial Bid submitted by contractor along with Negotiation letter, if any, wherein the contractor had amended his offer).

27) RISK AND COST

In case, the successful tenderer fails to attend to the work in whole / part as shown in the Schedule of Quantities within the prescribed time limit, the same will be got carried out by B.M.C. at the risk & cost of the successful tenderer through the other agency / contractor appointed in adjacent division at their quoted rate plus 15% supervision charges.

28) Contract Labour & other Acts:

The tenderer should specifically note that the successful tenderer shall have to strictly comply with all the statutory requirement under the provision of the Contract Labour Act, Minimum Wages Act, Workmen's Compensation Act, Child Labour Act, Provident Fund

Act or any other enactment of the State or Central Government applicable to the employees engaged by him and indemnify the Corporation against any claim(s) whatsoever.

Pending finalization of the tenders received & under any emergency, B.M.C. reserves right to place order upto 50 lakhs, on any prospective contractor who shall have to accept and start the work immediately.

IMPORTANT INSTRUCTION FOR FILLING THE SCHEDULE OF RATES & AMOUNT

I. The Tenderers are requested to read carefully the instructions to the tenderer regarding submission of tender in three-packet system.

II. The Packet 'B' i.e. 'Subject' & 'Schedule of Rates & Amount' (three pages) is uploaded. It should be duly filled and scanned copies of all required documents should be uploaded online.

III. The Tenderers are necessarily required to separately quote the rates for complete job of thermal fumigation by vehicle mounted fogging machines in the Western Suburbs division of Brihanmumbai Municipal Corporation.

IV. The contractors shall have to incur entire investment, operational costs, administrative costs etc. to carry out the above work and shall submit documentary evidence of capital investment.

V. The rates quoted shall be firm and no variation will be allowed on any account during the entire contract period.

VI. The validity of the tender shall be 180 days from the due date of submission of the tender.

VII. The period of contract is 3 years from the date of starting of work on issuing of the Purchase Order by B.M.C. and acceptance letter by the successful tenderer. B.M.C. may extend the contract period for further 6 months, if required.

VIII. The tenderer shall quote the rates and total amount in Rupees in figures & in words online in Schedule of quantity & rates.

SECTION 10

Specifications and selection of material

Specifications are already included in scope of work.

SECTION 11

FRAUD AND CORRUPT PRACTICES

⌚ The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

⌚ Without prejudice to the rights of the Authority under relevant Clauses hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ (Request for quote) issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

⌚ For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

A. “corrupt practice” means:-

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person/s connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may

be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. If the Employer / Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided.
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act of omission” is intended to influence the procurement process or contract execution.
- ix. “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

SECTION 12

PRE BID MEETING

Pre-bid Meeting:

- 1) Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 2) During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 3) Any tenderer requiring clarification about the content of the tender document and / or the works / specifications etc., may submit in writing, at least 2 days before the meeting, to the procuring department the points on which clarification is needed.
- 4) Points raised by the bidder shall be clarified in the Pre-bid meeting. Any modifications / additions / alteration of the tendering documents, which may become necessary as a result of the pre-bid meeting shall be made by the B.M.C. by recording the minutes of the Pre Bid Meeting. Such modifications in the Tender Documents shall be published on the B.M.C. portal and the newspapers so as to make it known to all the prospective bidders so also by communicating to the bidders seeking clarification.
- 5) Non-attendance at the pre-bid meeting shall not be a cause for disqualification of a tenderer.
- 6) Any change in venue, date and time shall be communicated in the same manner in which other changes would be intimated.

SECTION 13

LIST OF APPROVED BANKS

Bidders should refer to the list of approved Banks which is displayed at Reserve Bank of India's following website rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf

1. Banks mentioned in the above link with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee.
2. The Bankers 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 SUBURB Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the Bank with Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor / supplier furnishing the Bankers Guarantee.

SECTION 14

APPENDIX

FORM OF TENDER

To,

The Municipal Commissioner of Brihanmumbai Municipal Corporation.

Sir,

I / We have read and examined the following documents relating to the supply of

i. Notice inviting tender.

ii. Directions to tenderers (General and special)

iii. General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai as amended up to date.

iv. Specifications.

v. Special directions.

vi. Annexure A and B.

vii. Bill of Quantities and Rates.

1A. I / We

_____ (full name in capital letters, starting with surname), the Proprietor / Managing Partner / Managing Director / Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to

.....

 Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates uploaded herewith and signed by me / us (strike out the portions which are not applicable).

1B. I / We do hereby state and declare that I / We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment / firm or otherwise, nor are we in any way related or concerned with the establishment / firm or any other person, who have filled in the tender for the aforesaid work."

2. I / We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to Rs. _____ /- (Rs. _____)

I / We have deposited the amount through online payment gateways with the Brihanmumbai Municipal Corporation and not to bear interest.

4. I / We hereby request you not to enter into a contract with any other person / s for the execution of the works until notice of non acceptance of this tender has first been communicated to me / us, and in consideration of yours agreeing to refrain from so doing I / we agree not to withdraw the offer constituted by this tender before the date of communication to me / us of such notice of non acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).

5. I / We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I / We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.

a. I / We fail to keep the tender open as aforesaid.

b. I / We fail to execute the formal contract or make the contract deposit when called upon to do so.

c. I / we do not commence the work on or before the date specified by the Insecticide Officer in his work order.

7. I / We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

8. I / We further agree that, I / we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I / We..... have filled in the accompanying tender with full knowledge of 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 instructions and directions given in this tender.

10. "I / We further agree and undertake that in the event 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 inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground 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,"

Address

Yours faithfully,

.....
.....

Digital Signature of the
Tenderer or the Firm

1.....
2.....
3.....

4.....
5.....

Full Name and private residential address of all the
partners constituting the Firm

A/c No.

.....

1.
2.
3.
4.
5.

Name of Bank

.....

Name of Branch

.....

Vendor No

.....

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee / Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....

.....

This agreement made this day of

Two thousand Twenty Between.....

.....

inhabitants of Mumbai, carrying on business at.....

.....

.....

in Mumbai under the style and name of Messrs

..... (Hereinafter called "the

contractor of the one part and Shri.

the D.M.C.(P.H.) (hereinafter called "the commissioner" in which expression are included

unless the inclusion is inconsistent with the context, or meaning thereof, his successor or

successors for the time being holding the office of D.M.C.(P.H.) of the second part and

the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third

part, WHEREAS the contractor has tendered for the construction, completion and

maintenance of the works described above and his tender has been accepted by the

Commissioner (with the approval of the Standing Committee / Education Committee of

the Corporation NOW THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-

2) The following documents shall be deemed to form and be read and construed as a part of this agreement viz.

a) The letter of Acceptance

b) The Bid:

c) Addendum to Bid; if any

d) Tender Document.

e) The Bill of Quantities:

f) The Specification:

g) Standard General Conditions of Contracts (GCC)

h) All correspondence documents between bidder and B.M.C.

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to complete and maintain the works in conformity in all respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

_____	_____
_____	_____
_____	_____

In the presence of

Trading under the name and style of

_____	_____
_____	_____

Full Name

Address

Contractors

Signed by the D.M.C.(P.H.) in the presence of Insecticide Officer

 DMC(PH.)

The Common seal of the Municipal Corporation
 of Greater Mumbai was hereunto affixed on the

..... day of _____ 20__ in the presence of two
 members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE "A"**Name of work :**

1. The Officer for this work: Insecticide Officer (_____)
 Dy.Insecticide Officer (_____)
 Asstt.Insecticide Officer (_____)

2. Estimated cost of Tender:

Sr No	Description of work	Total Amount Rs.

3. E.M.D.

Earnest Money (1% of the Estimated Cost)	
--	--

4. Time Period

Three years from the date of start of work mentioned in the Work Order

Contract as a whole Period completion	
2.	Part or Groups of items
i)	i)
ii)	ii)
iii)	iii)

9. Percentage to be charged as supervision charges for the work got executed through other meanspercent.

The "Actual cost of the work" shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work. payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and / or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

ANNEXURE "B"**PRE-CONTRACT INTEGRITY PACT**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the B.M.C., connected directly or indirectly with the bidding process, or to any 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. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the B.M.C. 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 the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. 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.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the B.M.C. or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the B.M.C. as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

2. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

3. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

4. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

ANNEXURE "C"

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I/ We, _____ of _____, do hereby declare and undertake as under.

1. I/We declare that I have submitted certificates as required to Insecticide Officer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I/We declare that I/We _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and / or penal action such as banning (for specific time or permanent) / de-registration or any other action under the law by any Government and / or Semi Government and / or Government undertaking.
3. I/We declare that I/We have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I/We submit my/our offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I/We further declare that if I/We am/are allotted the work and I/We fail to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, B.M.C. is entitled to carry out the work allotted to me/us by any other means at my/our risk and cost, at any stage of the contract.
5. I/We also declare that I/We will not claim any charges / damages / compensation for non availability of site for the contract work at any time.
6. I/We declare that I/We will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer / Bidder

ANNEXURE " D "**Rate Analysis**

Item Description

Sr.No.	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Tenderer

ANNEXURE "E"**WESTERN SUBURBS DIVISION****SHIFT TIMING: 7.00 am onwards****02 FILLINGS PER DAY / PER ZONE**

Sr. no.	Zone	Ward	No. of VMFM	Remarks
1	III	H/E	01	02 FILLINGS PER DAY
2		H/W		
3		K/E		
4	IV	K/W	01	02 FILLINGS PER DAY
5		P/S		
6		P/E		
7		P/N		
8	VII	R/S	01	02 FILLINGS PER DAY
9		R/C		
10		R/N		

ANNEXURE - F

Authorization Letter for Attending Pre-bid Meeting / Tender Opening
(On the letter head)

No.....

Date.....

To
The.....
Brihanmumbai Municipal Corporation,
Mumbai.

Sub: Tender No.....due date.....

Sir,

We here by authorize Mr.as our authorized
representative, to represent us on the following occasion:-

i. Pre-bid Meeting to be held on.....at.....a.m./p.m.

ii. Tender Opening on..... at..... a.m. /p.m.

Kindly permit him to attend the same.

Yours faithfully,

Signature:
Name of signatory:
Designation:
Rubber Stamp:

PROFORMAS:**PROFORMA- I**

The list of similar works as stated in para 'A' of Post qualification during last Three years.

PROFORMA- I				
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion
1	2	3	4	5

NOTE:

- i. Scanned Attested copies of completion/performance certificates from the concern Officer for each work should be annexed in the support of information furnished in the above proforma.
- ii. Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of Works during the last Three years.

PROFORMA- II				
Sr.No.	Financial year	Annual Turnover	Updated value to current year	Average of last 3 years
1				
2				
3				
Total				

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

PROFORMA- III

At least similar work, as stated in para 'A' of Post qualification

PROFORMA- III						
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done
1	2	3	4	5	6	7

Note: Scanned Attested copies of completion / performance certificates from the concern Officer for each work should be annexed in support of information furnished in the above proforma.

PERSONNEL:

PROFORMA- IV				
Sr. No.	Post	Name	Qualification	Work Experience
		(Prime Candidate/ Alternate)		No. of Years
1	Project Manager			
2	Quality Control Officer			
3	Site Officer			
4	Site Supervisor			

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted /uploaded.

MACHINERY: (for special work only)

PROFORMA- V/A		
Sr.No.	Equipment	Number
1	2	3

PROFORMA- V/B		
Sr.No.	Equipment	Number
1	2	3

Note: The tenderer(s) shall furnish / upload the requisite Scanned Attested documents of ownership / leased of machineries. The undertaking from the suppliers will not be accepted.

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

PROFORMA - VI / A						
Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed
1	2	3	4	5	6	7

Note: Scanned Attested copies of completion/performance certificates from the concern Officer for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA - VI / B

Details of works for which bids are already uploaded –

PROFORMA - VI / B					
Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected
1	2	3	4	5	6

Note: Scanned Attested copies of certificates from the concern Officer for each work shall be annexed.

**BRIHANMUMBAI MUNICIPAL CORPORATION
PUBLIC HEALTH DEPARTMENT
INSECTICIDE BRANCH**

e-TENDER NOTICE

**Tender No. : 2026_MCGM_1275542
Tender Ref. No. HO / 3701 / IO / A Dt.04.02.2026**

The Municipal Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from Maharashtra State Government's Portal <https://mahatenders.gov.in> and B.M.C.'s portal (<http://portal.mcgm.gov.in>) from B.M.C.'s portal (<http://www.mcgm.gov.in>) under "e-tendering login" section.

All interested bidders, whether already registered or not registered in B.M.C., are mandated to get registered with B.M.C. for e-tendering process Login Credentials to participate in the online bidding process on the above mentioned portal under "e-procurement".

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in the e-tendering tab on B.M.C. website. The bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA.

B.M.C. has opened a help desk at the Insecticide Office to help the bidders in this regard at following address.

Insecticide Officer, B.M.C.,
5th Floor, Hawkers' Plaza,
Janata Cloth Market, Dadar (West),
Mumbai – 400 028.

The technical and commercial bids shall be submitted online upto the Bid End Date & Time mentioned below.

Name of the Work	Estimated Cost (Rs.)	E.M.D.(Rs.)	Period of Contract	E-Tender Price (Rs.) (Inclu. Of GST)	Bid Start Date & Time	Bid End Date & Time
Outsourcing of Thermal Fumigation activity through Vehicle Mounted Fogging Machines for the Insecticide Branch of Public Health Department in the Western Suburbs Division of B.M.C. for a period of 3 years.	Rs.7,44,24,000/-	Rs.7,44,240/-	3 years	Rs.18,150/- + 18% GST i.e. Rs.21,714/-	10.02.2026 at 11.00 Hrs.	02.03.2026 at 16.00 Hrs.

- * Note : - 1) The e – Tender price prevailing at the time of sale of the Tender will be applicable.
2) Total E.M.D. of **Rs. 7,44,240/-** to be paid online through the gateways of GOM.

Venue Time and Date of Pre-Bid Meeting :

Venue : D.M.C. (P.H.) office
Annexe Building, 3rd floor
B.M.C.Head Office,
Mahapalika Marg,
Mumbai -400 001.

Time and Date : 11.00 Hrs. On 13.02.2026

Place, Time and Date of opening of tender :

Place : Office of the Insecticide Officer,
5th Floor, Hawkers Plaza,
Janta Cloth Market,
Senapati Bapat Road, Dadar (W),
Mumbai – 400 028

Time and Date : Packet A : 16.00 Hrs. on 04.03.2026
: Packet B : 16.00 Hrs. on 04.03.2026
: Packet C : Will be informed

The bidder shall have to pay the “e-Tender Price’ as mentioned in above table through Online payment Gateway before downloading tender documents.

The Bidders are required to pay the E.M.D through Online Payment Gateway.

The average annual turnover of the bidder during the last three financial years shall be minimum of **Rs. 2,23,27,200/- (Rupees Two Crores Twenty Three Lakhs Twenty Seven Thousand Two Hundred Only) for Western Suburbs Division.** Evidence in the form of certificate issued by Chartered Accountant shall be uploaded during the submission of tender.

Sd/-
Insecticide Officer (i/c)