

# **BRIHANMUMBAI MUNICIPAL CORPORATION**



**E-TENDER No. 2024\_MCGM\_1043737**

**Contract for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.**

## **-: Address for communication :-**

**Coordinator (Sports & Entertainment)  
2nd Floor Penguin building,  
Veermata J.B.V.Udyan& Zoo,  
Byculla (East), Mumbai 400027.  
[coordinator.dmcgardens@mcgm.gov.in](mailto:coordinator.dmcgardens@mcgm.gov.in)**

**Prepared By**

**Checked & Approved By**

**Coordinator  
(Sports & Entertainment)**

**Dy.Municipal Commissioner  
(Gardens)**

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# **SECTION – 1**

## **E-TENDER NOTICE**

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**e-TENDER NOTICE**

1. The Commissioner of Brihanmumbai Municipal Corporation (BMC) Invites online e- tender for the work mentioned below. The bid copy can be downloaded from Mahatenders portal (<https://mahatenders.gov.in/nicgep/app>) -> “Tenders by Organisation” tab -> Municipal Corporation of Greater Mumbai.
2. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, BMC Head Office. (more details for BMC Vendor Registration are available on <https://portal.mcgm.gov.in/irj/portal/anonymous>)  
Followed by Mahatenders login ID and password to be obtained from Mahatenderportal <https://mahatenders.gov.in> the details of the same are available on the above-mentioned Mahatenders portal under 'Help For Contractors'.
3. The Bidders can get digital signatures from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra. A list of CAs is available on [https://cca.gov.in/licensed\\_ca.html](https://cca.gov.in/licensed_ca.html)

Name of work	Contract for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.
Total Estimated Cost in Rs.	Rs.98,09,510.00
Contract period	One Year (12 months)
E.M.D. In Rs.(1%)	Rs.98,100.00
Scrutiny Fee in Rs.	Rs.13,200.00 + 18%GST

4. The prospective Bidder(s) should submit their suggestions/observations, if any, by email to [coordinator.dmccgardens@mcgm.gov.in](mailto:coordinator.dmccgardens@mcgm.gov.in) before 2 days (48 Hrs before) of Pre-bid meeting. Only suggestions / observations received by email will be discussed and clarified in pre-bid meeting and any modification of the bidding documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum and shall be published on <https://mahatenders.gov.in/nicgep/app>.
5. Bidders shall note that any corrigendum issued regarding this E-Tender notice will be published on the <https://mahatenders.gov.in/nicgep/app> portal only. No corrigendum will be published in the local newspapers.
6. The Bid document uploaded shall be read in conjunction with any addendum/corrigendum. A maximum of two authorized representatives of prospective Bidder(s), who have an authorization letter to attend the pre-bid meeting, can attend the pre-bid meeting and obtain clarification regarding specifications, works & Bid conditions.

7. The Bidder shall have to pay "Scrutiny Fee" through offline payment via challan to CFCs (Citizen Facilitation Centers) of BMC before refund of EMD/Bid Security. **(Note : Bidder should note that the Tender Scrutiny fee of Rs.13200/- + 18 % GST will be payable immediately after opening of Packet A & B in any of the Ward Citizens Facilitation Centers (CFCs) as per Circular No. CA/FRG/03 dt. 11.05.2023.)**
8. The Bidder shall have to pay **Bid Security / Earnest Money Deposit (EMD)** through online payment only. **Note:- No Exemption will be allowed for the Bidders having a standing deposit with BMC.**
9. Bidder agencies are advised to study this bid document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been made after careful study and examination of this document with full understanding of its terms, conditions and implications.
10. This bid document is non-transferable.
11. A three-envelope (Cover1 - Fee, Cover2 – Prequal/Technical and Cover3 - Finance) selection procedure shall be adopted.
12. Bidder (authorized signatory) shall submit their offer online in electronic formats of technical (including prequalification documents) and financial proposal.
13. BMC will not be responsible for delays in online submission due to any reason. For this, bidders are advised to upload the complete bid proposal well in advance before the due date and time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
14. Bidders are also advised to refer to "Bidders Manual Kit" and Help for Contractors available at <https://mahatenders.gov.in/nicgep/app> for further details about the e-tendering process.
15. For any assistance on use of e-Tendering system, kindly contact helpdesk number 0120-4711508, 0120-4001002, 0120-4001005, 0120-6277787, Email: support-eproc(at)nic(dot)in
16. The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
17. The Municipal Commissioner reserves the right to reject all or any of the e-Bid(s) without assigning any reason at any stage.

Coordinator  
(Sports & Entertainment)

## HEADER DATA

Tender Document No	<b>2024_MCGM_1043737</b>
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Contract for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.
Tender Scrutiny Fee	Rs.13,200.00 + 18%GST
Estimated Cost of Work	Rs.98,09,510.00
Earnest Money Deposit	Rs.98,100.00
Publishing Date, Document Download / Sale Start Date	25 <sup>th</sup> June 2024 from 11.00 AM
Pre -Bid Meeting	01 <sup>st</sup> July 2024 at 03.00 PM
Pre -Bid Meeting Venue	Office of the :- Dy. Municipal Commissioner (Gardens), 2nd Floor Penguin building, Veer mata J.B.V.Udyan& Zoo, Byculla (East), Mumbai 400027.
Bid Submission Start Date	25 <sup>th</sup> June 2024 from 11.00 AM
Bid Submission Closing Date	20 <sup>th</sup> July 2024 till 06.00 PM
Bid Opening Date	22 <sup>nd</sup> July 2024 11.00 AM onwards
Address for communication & Venue for opening	Office of the :- Coordinator (Sports & Entertainment) 2nd Floor Penguin building, Veer mata J.B.V.Udyan& Zoo, Byculla (East), Mumbai 400027. coordinator.dmkgardens@mcm.gov.in

In case of change in date or time the dates & times mentioned in “mahatender portal” will be considered as final.

This tender document is not transferable.

Coordinator  
(Sports & Entertainment)

# **SECTION – 2**

## **Mandatory Conditions**

## **MANDATORY CONDITIONS**

### **The tender shall be rejected if the tenderer:**

- A. **Stipulates the validity period less than 180 days.**
- B. Stipulates own condition/conditions.
- C. Does not fill and (digital) sign the tender form and form of quoting percentage incorporated in the tender.
- D. Does not fill and (digital) sign undertaking forms, which are incorporated, in the tender document.
- E. Does not disclose the full name/names and address/addresses of proprietor/partners/Directors in case of proprietorship/ partnership/ Pvt. Ltd. / Public Limited concern firm and the engineering qualifications if any.
- F. Does not upload documents listed in Packet 'A', Packet 'B' and Packet 'C'.
- G. Does not have experience of executing similar type of work during last seven years in accordance with the Class applicable for this tender work.
- H. Does not upload in Packet 'A' scan certified copies of the 'PAN' document , GST Registration Document and photographs of the individuals, owners, Karta of Hindu undivided family, Firms, Private Limited Companies, Registered Co-operative Societies, Partners of the Partnership Firms and at least two Directors if number of Directors are more than two in case of Private Limited Companies. However, in case of Public Limited Companies, Semi Govt. Undertakings and Govt. Undertakings no 'PAN' documents will be insisted.
- I. The documents can be certified by the Gazette Officer or officer's not below rank of Assistant Engineers/Administrative Officers of BMC or practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without a red seal clearly stating his name and registration number.
- J. If any bidder fails to comply with any of the above Mandatory Conditions or fails to submit information with the bid, it will be open to the department to call for necessary information/clarification/document from the bidder before proceeding further with the evaluation of the bid within a period of seven days from the date of opening of Packet 'B'. Opening of Packet 'C' will be suitably deferred in such a case. However, no changes whatsoever will be permitted on opening of Packet 'C'.



# **Section No.03**

# **General Information**

## GENERAL INFORMATION

### **1.1 Technical Capacity**

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature during last seven (7) years(including covid period) 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 i.e. **Rs.98,09,510.00** put to tender i.e. Three similar completed works each of value not less than the value equal to **Rs.19,61,902.00**

Or

b) Two similar completed works each of value not less than the value equal to 25% of estimated cost i.e. **Rs.98,09,510.00** put to tender i.e. Two similar completed works each of value not less than the value equal to **Rs.24,52,378.00**

Or

c) One similar completed work of value equal and or not less than the 40% of estimated cost i.e. **Rs.98,09,510.00** put to tender i.e. one similar completed work of value not less than the value equal to **Rs.39,23,804.00**

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 as certified by 'Chartered Accountant' equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

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.

### **1.3 Similar Experience:**

For assessing the technical capacity of Regular, Routine and Maintenance works; similar work shall mean, mainly providing services of manpower/Housekeeping. However bidder must have experience of Operations and maintenance of swimming pool/Water body (including Filter plant) for at least one year.

## **2.1 Technical Capacity (Project Experience):-**

~~The tenderer(s) in their own name should have satisfactorily executed the work of similar nature during last seven (7) years (including covid period) 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 or currently executing three works of similar nature each costing 30% of estimated cost.\*~~

~~OR~~

~~b) Two similar completed works or currently executing two works of similar nature each costing 40% of estimated cost.\*~~

~~OR~~

~~c) One completed work or currently executing one work of similar nature of aggregate 60% of estimated cost.\*~~

~~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.~~

~~*\*In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.*~~

## **2.2 Financial Capacity**

~~Achieved a average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.~~

- ~~• To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.~~
- ~~• The turnover can be enhanced by 10% every year to bring the present level.~~

**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 No. 04**

## **List Of Approved Banks**

**LIST OF APPROVED BANKS**

1. The following Banks with their branches in Greater Mumbai and up to Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.

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 branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within 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.

<b>(A) S.B.I. And its subsidiary Bank</b>	
1	State Bank of India
2	State Bank of Bikaner & Jaipur
3	State Bank of Hyderabad
4	State Bank of Mysore
5	State Bank of Patiyala
6	State Bank of Saurashtra
7	State Bank of Travankore
<b>(B) Nationalised Banks</b>	
8	Alahabad Bank
9	Andhra Bank
10	Bank of Baroda
11	Bank of India
12	Bank of Maharashtra
13	Central Bank of India
14	Dena Bank
15	Indian Bank
16	Indian Overseas Bank
17	Oriental Bank of Commerce
18	Punjab National Bank
19	Punjab & Sindh Bank
20	Syndicate Bank
21	Union Bank of India
22	United Bank of India
23	UCO Bank
24	Vijaya Bank
25	Corporation Bank

<b>( C ) Scheduled Commercial Banks</b>	
26	Bank of Madura Ltd.
27	Bank of Rajasthan Ltd.
28	Banaras State Bank Ltd.
29	Bharat Overseas Bank Ltd.
30	Catholic Syrian Bank Ltd.
31	City Union Bank Ltd.
32	Development Credit Bank
33	Dhanalakshmi Bank Ltd.
34	Federal Bank Ltd.
35	Indsind Bank Ltd.
36	I.C.I.C.I. Banking Corporation Ltd.
37	Global Trust Bank Ltd.
38	Jammu And Kashmir Bank Ltd.
39	Karnataka Bank Ltd.
40	KarurVysya Bank Ltd.
41	Laxmi Vilas Bank Ltd.
42	Nadungadi Bank Ltd.
43	Ratnakar Bank Ltd.
44	Sangli Bank Ltd.
45	South Indian Bank Ltd.
46	S.B.I. Corporation & Int. Bank Ltd.
47	Tamilnadu Mercantile Bank Ltd.
48	United Western Bank Ltd.
49	Vysya Bank Ltd.
<b>(D) Schedule urban Co-op Bank</b>	
50	Abhyudaya Co-op Bank Ltd.
51	Bassein Catholic Co-op Bank Ltd.
52	Bharat Co-op Bank Ltd.
53	Bombay Mercantile Co-op Bank Ltd.
54	Cosmos Co-op Bank Ltd.
55	Greater Mumbai Co-op Bank Ltd.
56	JanataSahakari Bank Ltd.
57	Mumbai District Central Co-op Bank Ltd.

58	Maharashtra State Co-op Bank Ltd.
59	New India Co-op Bank Ltd.
60	North Canara G.S.B. Co-op Bank Ltd.
61	Rupee Co-op Bank Ltd.
62	Sangli Urban Co-op Bank Ltd.
63	Sarawati Co-op Bank Ltd.
64	ShamraoVithal Co-op Bank Ltd.
65	Mahanagar Co-op Bank Ltd.
66	Citizen Bank Ltd.
67	Yes Bank Ltd.
<b>(E) Foreign Banks</b>	
68	A.B.M. Amro (N.Y.) Bank
69	American Express Bank Ltd.
70	ANZ Grindlays Bank
71	Bank of America N.T. & S.A.
72	Bank of Tokya Ltd.
73	Bank indosuez
74	BanqueNationale de Paris
75	Barclays Bank
76	City Bank N.A.
77	Hongkong& Shanghai Banking Corporation
78	MitsulTaiyokbe Bank Ltd.
79	Standard Chartered Bank
80	Cho Hung Bank

***Above bank list is subject to approval of the CA department of BMC. Final acceptance of the bank guarantee is as per circular enforced at the time of actual execution of the contract.***

# **Section No. 05**

## **Instruction to e- Tender**



## **INSTRUCTION TO e-TENDERERS**

### **Invitation of e-Tender**

The Municipal Commissioner for and on behalf of the Brihanmumbai Municipal Corporation, hereinafter referred as 'The Corporation' invites online tender for the work as detailed in the e-tender document.

### **Qualification of the e-Tenderer(s)**

All tenderer(s) shall provide and upload Qualification Information, as necessary to enable their Post Qualification.

To qualify for a package of contracts made up of this and other contracts for which tenders are invited, the tenderer(s) must demonstrate and upload requisite documents for having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

**Section No. 06**  
**General Directions to Tenderer**

## GENERAL DIRECTIONS TO TENDERERS

### **PRE-BID MEETING.**

1. If required by BMC and depending upon the nature of work the pre-bid meeting will be held at the date, time and venue mentioned in the E-tendering Notice. The prospective tenderer(s) and authorized representative of tenderer(s) can attend the said meeting and obtain clarification regarding work and tender condition. Any queries related to this tender must be submitted to coordinator (Theatres & Swimming Pool) 2 days (48 Hrs before) before the actual pre-bid meeting. BMC reserves the rights to reject any new on spot queries raised at the time of pre-bid meeting.
2. The minutes of meeting and responses to the queries of the tenderer(s) will be given in writing within 3 days and circulated / informed to all the prospective tenderer(s). Any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by the BMC exclusively through the issue of a corrigendum and not through the minutes of the pre-bid meeting.
3. The tender uploaded thereafter shall be read along with above clarification. The tenders shall in any case be unconditional. Conditional tender shall be rejected outright.

### POST QUALIFICATION

To qualify for opening financial Packet 'C' the tenderer(s) shall fulfill the following criteria '1' to '3' failing which their offer shall be rejected outright.

- (1) The tenderer(s) in their own names or as prime contractor or as sub-contractor should have experience of running/maintaining i.e. Operations and maintenance of swimming pool/Water body (including Filter plant) for at least one year. The tenderer must fulfill conditions mentioned in section no.03 (General Information)
  - (2) The tenderer(s) in their own names or as prime contractor or as sub-contractor should have executed works of similar nature (mainly providing services of manpower/Housekeeping. However bidder must have general experience Housekeeping services & at least one year experience of Operation & Maintenance of the swimming pool/Water Body including filter plant.) in any Municipal Corporation/Semi Govt./Govt./Public Sector, Private Sector Organization/Co.op society/Clubs/Sport complex or in any hotel in last Seven years. Average in each year shall not be less than 20% of total cost of work tendered for. The cost of executed work can be enhanced by 10% every year to bring to the present level. Such certificate duly signed by officer not below the rank of Administrative Officers or equivalent of the concerned organization shall be uploaded.
  - (3) Maximum Annual turnover in any one financial year since last five years shall not be less than 30% of the cost of the work tendered for. To ascertain this, tenderer(s) shall upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level.
- (1) Tenderer are requested to read carefully the following directions, the terms and conditions of the contract and digitally sign the form of tender, annexes, specifications etc. after making appropriate entries wherever necessary.
    - (a) Affixing of digital signature at any one place in 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.
    - ~~(b) Make payment of tender fee online and download the tender document and other relevant information documents.~~

- (c) The Tenderer must submit bid online in Packet A, Packet B and Packet C only.
- (d) Tenderer(s) are requested to upload the tenders in time on or before the stipulated day. BMC will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/**breakdown of network**/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC will not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders/Contractors or sent to Bidders/Contractors, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC will not be held responsible. Intimations about shortfalls in submission will be informed to Bidders/Contractors by E mail on their mail ID.
- (e) The tenderer will mandatorily submit bid online in three packets i.e. Packet 'A', Packet 'B' and Packet 'C' (i.e. bid submission) as specified in tender.
- (f) Please refer to FAQs in the 'Tender' tab of BMC portal for additional information also the details of the same are available on the <https://mahatenders.gov.in/nicgep/app> Mahatenders portal under '**Help For Contractors**'.

- (2) All entries should be in clear writing and legible. Any corrections made by the tenderer in his entries must be attested by the signatory. Tenders containing erasures or alterations not so attested or written in illegible form are liable to be rejected.

**(3) Earnest Money Deposit (E.M.D.)-**

As per circular U/No. CA/FRC/42 dtd.28.09.2011 though contractors had paid standing deposit amount, it shall be mandatory to pay total amount of EMD as mentioned in the tender notice for every tender. The EMD shall be as mentioned in the tender notice. The E.M.D. shall be paid online only as per circular u/no. CA / FRD / I / 22 dated 20-10-2015. In case of a tenderer not being registered with BMC Or otherwise (the non-registered tenderers have to get the vendor/validation number registered with BMC, in all cases), the E.M.D. shall be 1% of the estimated cost. The tender will be treated as non-responsive, if the tenderer(s) fails to pay the requisite E.M.D amount online.

- a) Tender must be accompanied by a deposit as Earnest Money **Rs.98,100.00** will be returned to the tenderer, if the tender is not accepted.
- b) The tender quoting/bidding for the work, shall pay EMD as mentioned above, the amount of the each bid the bidder is bidding for.
- c) If the tenderer(s) withdraws tender offer during the tender validity period, his entire E.M.D. shall be forfeited.

- (4) EMD of bidders except L1 & L2 will be refunded after recommendation of Dy.DMC (GARDEN) However, after refund of EMD, if such bidder found eligible for any reason then he will not have any claim for award of contract. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to the lowest bidder. The policy circular bearing outward no CA/FRD/II/23 dt 14.10.2000, shall be applicable in this respect for refund of EMD and the same is a part of contract document. The EMD shall be as mentioned in the tender notice. The E.M.D. shall be paid online, & the tenderer shall upload scanned copy of receipts of EMDs paid and upload in 'A' packet. The tender will be treated as non-responsive, if the tenderer fails to upload receipt of EMD in Packet "A". Tender must be accompanied by a deposit as Earnest Money **Rs.98,100.00 (Rs.Ninety Eight Thousand One Hundred Only Only)** will be returned to the tenderer, if the tender is not accepted, but which, if the tender is accepted will be retained as

security for the due signature of the contract as per terms of the contract. It is optional to the contractor to make the contract deposit in one or the other of following ways (1) wholly in cash; or (2) wholly in public securities; or (3) partly in cash and partly in public securities; or (4) by the General undertaking and Guarantee issued on behalf of the contractors by the banks on Municipal approved list (see condition No.20 of the General Conditions of Contract). (4) Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. The tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site, etc. whether they inspect them or not. EMD of the successful tenderer will be refunded after submission of contract deposit BG and completion of all contractual formalities.

- (5) Tenderers are requested to note the nature of work carefully before quoting the rates.
- (6) Tenderers shall not be allowed to fill in or seal their tenders at the Municipal Office.
- (7) All charges on account of any enforced taxes, terminal or VAT or another duties Or GST on material obtained for the work from any source including the Tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of Works Contracts (Re-enacted) Act 1991 etc. or as amended up to-date shall be borne by the Contractors.
- (8) All interested vendors, are required to be registered with BMC for e-tendering process. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'Tender's Tab' of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their registration toe-Tendering process.
- (9) In the event of the tender being accepted, the contract must be signed by all the members of the firm present in Mumbai and should one or more partners be absent, the signatory must produce a power of attorney, authorizing him to sign on behalf of all absent partners.
- (10) In the case of joint stock Company, the contract must be signed by the two Directors with the common seal of the company, if any, or by the Managing Director or by a person having a Power of Attorney to sign the contract. This Power of Attorney must be registered in the office of Chief Accountant.
- (11) Tenderers failing to pay contract deposit and submit the contract documents duly completed in all respects for execution of a contract within 30 days from the receipt of intimation to execute the contract shall be deemed to have committed a breach of the undertaking given by them in their tenders and Municipal Commissioner may forfeit the tender deposit. No bills shall be admitted for payment if contractors fail to submit the documents duly completed in all respects, within stipulated period of 30 days and execution of the contract is delayed for some reasons the contractor will be paid 90% of the cost of the work. For failure of compliance of execution of contract within a period of three months' action as deemed fit by the BMC officer in charge shall be initiated.

(12) It shall be incumbent on the successful tenderer to pay stamp duty of the contract and legal charges on contract agreement as follows:

**Legal charges:** Successful tender shall pay the Legal Charges +Stationary charges as per Circular No 26206 dated 31.08.2023 (Issued by Law Department) from 01.09.2023and thereafter revised if any. 18% GST will be charged on all type of legal and stationery charges.

Common levy of Legal and Stationery charges for preparation of Contract Agreement	Charges
Till Rs.50,000/-	Nil
From Rs.50,001/- To Rs.1,00,00,000/-	0.10% of the contract cost. (Amt.will be rounding off to next 100) (minimum Rs.1,000/- + GST & Maximum Rs.10,000/- + GST)
From Rs.1,00,00,001/- To Rs.10,00,00,000/-	Till Rs. 1,00,00,000/- charges will be Rs.10,000/-+ GST in addition to that for Amount above Rs.1,00,00,000/- charges will be 0.05% of the remaining contract cost. (Amt.wil be rounding off to next 100) + GST
From Rs.10,00,00,001/-and above	Till Rs.10,00,00,000/- charges will be Rs.55,000/-+ GST in addition to that for Amount above Rs.10,00,00,000/- charges will be 0.01% of the remaining contract cost. (Amt.wil be rounding off to next 100) + GST

**Stamp Duty:**

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

(1) As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labor 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 : As per circular No.Ch.E.BM/17800/I/ Dt.07-01-2016

(a)	Where the amount or value set One forth in such contract does not exceed rupees ten lakh.	Five hundred rupees Stamp duty
(b)	Where it exceeds rupees ten lakh	Five hundred rupees 0.1% of the amount above rupees ten lakh subject to the maximum of rupees five lakh stamp duty.

(2)The successful bidder shall enter into a contract agreement with BMC 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.

(3) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty & penalty by two separate Demand Draft or Pay Order in favor of “Superintendent of

Stamp, Mumbai” within 15 days from intimation thereof.

- (4) All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer. Signature of the contract as per terms of the contract. It is optional to the contractor to make the contract deposit in one or the other of following ways (1) wholly in cash; or (2) wholly in public securities; or (3) partly in cash and partly in public securities; or (4) by the General undertaking and Guarantee issued on behalf of the contractors by the bank on Municipal Approved list (See Condition No.20 of the general conditions of Contract) (4) tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. The Tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether they inspect them or not. EMD of the successful tenderer will be refunded after submission of contract deposit BG and completion of all contractual formalities.
- (13) The Commissioner does not bind himself to accept the lowest or any tender. He also reserves the right of the splitting the tender amongst two or more tenderers, where the bills of quantities are distinctly separate as different parts of the same contract.
- (14) e-Tender documents are not transferable.
- (15) All Insurances to be effected on behalf of the Corporation by the contractors shall be taken out from the Directors of Insurance, Maharashtra State, GruhNirmanBhavan (MHADA), 1st Floor, Room 264, Opp. Kala Nagar, Bandra, Mumbai-400 051. In case the insurance cover is not offered by Maharashtra State Insurance Fund then that cover shall be taken out from the insurance company/companies approved by the Maharashtra State Insurance Fund.”
- (16) 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/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
- (16) (A) If it is found that firms as described in direction no.17 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further panel action including blacklisting.
- (16) (B) If it is found that closely related persons as in direction No. 16 have uploaded separate tenders/quotations under different names of firms /establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for action as in direction no.16(A) including similar action against the firms/establishments/firms though they have different addresses, are managed or governed by the same person/persons jointly or severally, such concerned.
- (16) (C) If after award of contract it is found that the accepted tender violated any of the direction 16, 16(A) or 16(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishment.
- (17) In the event of dispute between the Brihanmumbai Municipal Corporation and the Contractor, the dispute would be subject to the jurisdiction of the courts in Mumbai.

- (18) The tender may be considered incomplete, irregular and invalid unless-
1. It has signature of proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status on undertaking addressed to the Municipal Commissioner.
  2. The names and address of all the partners are given in the space provided therefore.
- (19) All tenderers must disclose the names of their partners, if any, in the particular tender contract. Any tenderer failing to do so will render him liable to have his tender deposit forfeited and the contract, if entered into cancelled at any time during its currency.
- (20) Except in the recital of the manner in which the contract deposit is made, no alteration or interpolation will be allowed to be made in any of the terms or conditions of this contract or in the specification and if any such alteration or interpolation be made by tenderer, his tender will, at the option of the Municipal Commissioner, either be rejected or be treated as if no such alteration or interpolation had been made.
- (21) Each tender must be preceded by a deposit as earnest money as indicated in the tender except in case of the tenderer on approved list which earnest money (if made in cash or by the transfer, of public securities) will be returned to the tenderer if this tender is not accepted)
- (22) but which if the tender is accepted will be retained as Security for the due performance of the contract in the accompanying form and for the making of the contract deposit equal to 5 per cent of the contract amount as in the form of contract recited. It is optional to the contractor to make the contract deposit as aforesaid in one or the other of the following way (1) wholly in Cash, (2) wholly in general undertaking and guarantee issued on behalf of the contractors by the Banks on Municipal lists. Provided the Banker's Guarantee is replaced from time to time, if necessary so as to cover the entire period inclusive of the maintenance period, if any. The contract deposit will be redeemable in terms of the contract.
- A. Securities of the Government of India and any Securities guaranteed by Government Securities of the Mumbai Port Trust securities issued under the Mumbai Municipal Corporation Act, and any Mumbai Municipal Debentures or other securities. (See Mumbai Municipal Corporation Act, Section 3, Clause 6)
  - B. The value of Public Securities to be lodged as deposits shall be taken as 5% below the market value on the day of acceptance or at their face value whichever is less. In case the deposit is paid by the transfer of G.P. Notes, the endorsement in favor of the Municipal Corporation should be paid to the Bihanmumbai Municipal Corporation or order and should bear examined stamp of the Public Dept. Office Reserve Bank of India. In case of Mumbai Municipal Debentures, the transfer endorsement should bear the Examined' stamp of the State Bank of India, all the charges for safe custody and withdrawal or for collection of interest etc., on the paper deposit shall be payable by the contractor/s. Securities enforced for payment or interest in Mumbai only shall be accepted as deposit as aforesaid.
  - C. Security deposit of 5 percent shall be refunded after finalization of final bill, settlement of account of work by contractor in all respect or after completion of defect liability period, whichever is later.



- (23) In the event of the tender accepted the contract must be signed by all the members of the firm present in Mumbai and should one or more partners be absent from Mumbai the signatory must produce a Power-of Attorney authorizing him to sign on behalf of all absent partners.
- A. The full contract deposit must be made and the contract must be executed on the date, as intimated in writing to the successful tenderer. Postponement of the payment of the full contract deposit and the execution of the contract will on no account, be permitted by reason of the BMC having in possession other deposit on account of other Tenders or contracts which deposit may be or become returnable to the Tenderers and which they may wish to transfer as a deposit under this contract. Such transfers will not be permissible on any account.
- (24) In the case of Joint Stock Company, the contract must be sealed with the seal of the company in the present of, and signed by the two directors or by a person duly authorized to sign the contract for the Company by the Power-of-Attorney, such power being sealed and signed as aforesaid. All such power of Attorneys must be registered in the Municipal Office.
- (25) It shall be incumbent on the successful tenderer to pay a stamp duty on the contract as per prevailing rates.
- (26) Tenderers must distinctly understand that they will be strictly required to confirm to the conditions of this contract as contained in each of its clause and that theleaof Custom Prevailing will not on any account be admitted as an excuse of their part for infringement of any of the conditions.
- (27) The rates tendered should be inclusive of all admissible taxes in force.
- a. All rates shall be inclusive of all duties and such as Customs, Excise, GST etc., when the tenderers propose to charge these duties extra, the percentages and amount of each of these duties should be clearly stated. Tenders that are vague in this respect will be rejected. Where no mention of aforesaid duties is made by the tenderers, it will be presumed that the same are either not applicable or will be paid by the tenderers. No subsequent claim for payment of the said duties will be entertained.
- b. All charges on account of GST or Sales Tax and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer or property in goods involved in the execution of works contracts (re-enacted) act 1989, etc. shall be borne by the contractor.
- (28) The rates tendered shall be firm and no variation will be allowed on any account, unless otherwise specified.
- (29) The Tenderers shall state the registration No. under which his firm is registered with the GST/ Sales Tax Authorities.
- (30) The charges will apply to the routine contractors only prepared generally as per the previous existing drafts. Where, however, the contracts have to be framed a new or where the existing forms of contract are required to be altered or amended substantially, the Legal charges thereof will be communicated to the tenderers in due course by the 'Solicitors' to the Municipal Corporation.
- (31) The Tenderer/ Contractors should quote the Banker's Name, Branch and Account Number, so that the payment will be made by Exchequer in Contractor's/Supplier's Account in their respective Branch of the Bank. (In case there are changes, the

contractors/Suppliers shall have liberty to inform the necessary changes so far as Account Nos. and names of the Bank are concerned).

- (32) Jurisdiction of Courts: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arising in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in the competent court in the City of Mumbai only.
- (33) No manpower other than those on duty shall be allowed to stay in the premises during the specified working hours. The Agency shall be responsible for the watch and ward not only of his/her stores but also of the fittings and fixtures in the common wares in the building.
- (34) All staff shall wear proper uniforms (To be provided by Successful Bidder, no separate payment will be made for the same) for summer, Rainy & winter seasons as approved by the BMC and shall wear/display ID card at all times, while on duty.
- (35) All requirements under various statutory laws including relevant Labor Act must be complied with by the Agency. Any default will be the liability of the Agency and the Agency shall be liable to reimburse any amount paid by the Government by way of default, the detail as and when asked for by BMC. The agency will also maintain the relevant records of all payment made by the agency and will produce to the satisfaction of the Department immediately when asked for.
- (36) The Agency shall be responsible for the conduct/behavior & integrity of his personnel & will also be responsible for any act of omission or commission on their part.
- (37) Any damage caused to the property of the BMC, due to negligence on the part of Agency's personnel will be liable to be recovered from the agency.
- (38) The agency will be responsible for supply adequate number of floats, kickboards and other required equipment for beginners and it shall be the responsibility of the agency to take care of provided equipment. BMC will not take the responsibility of loss of equipment. It is fully responsibility of the successful bidder to take care of all the equipments available for the Swimming Pool. In case of loss/theft of the equipments successful bidder will be held responsible and recovery of the same will be done from monthly bill of the successful bidder.
- (39) It shall be the responsibility of the tenderer / contractor to observe the relevant provisions of Minimum Wages Act regarding PF/ Insurances, Bonus, to the staff employed by him and the minimum wages as per the G.R. issued by the Industry, Energy and Labor Department of Govt. Of Maharashtra from time to time shall be applicable.
- (40) The contract can be terminated by the BMC with one-month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the BMC will be final and binding on the Agency.
- (41) In case the agency wants to terminate the tender/ contract/agreement, it shall have to give three months' notice in advance to this effect to the BMC.
- (42) BMC shall not be responsible financially or otherwise for any injury to the serviceman's i.e. Supervisor-cum-Multipurpose Manpower/Lifeguard-cum-coaches or Swimming Instructor-cum-lifeguards/Pump room Operator-cum-Multipurpose Worker/Security/Housekeeper or other appointed person for any required work in the course of performing the functions etc., in the office complex and outside.
- (43) If the tenderer or his employees found any belongings of the Swimming Pool Users which is left by them inside the premises should be handed over to the BMC officer in charge or the admin office, if any damage/theft is caused to the assets/property/ office equipment by personnel and/or supervisor of the agency or

otherwise then the contracting agency shall bear the cost of repair or replacement of damages as the case may be.

- (44) Any person who is in Government Service or an employee of the BMC should not be made a partner to the tender by the agency directly or indirectly in any manner whatsoever.
- (45) The contracting agency shall not engage any sub-contractor or transfer the tender to any other person/firm/agency in any manner.
- (46) Any other appropriate provisions as advised by the BMC shall be incorporated in the agreement to be executed by the contracting agency and the same shall be binding on both the parties to the ensuing contract/agreement.
- (47) That the successful tenderer shall, take immediate steps to get a license under Contract Labor Act in force under the Government of Maharashtra.
- (48) The agency shall have to provide any additional personnel for allocating any additional or other duty as directed by the Department or any authorized officer and agency shall not claim any extra payment on this account.
- (49) The tenderer will provide various services for the day to day operation and maintenance of the swimming pool and other activities inside the premises. Appointed personnel, Supervisor, Swimmer Instructor-cum-life guard, Attendants, pump operators, electricians, peons, housekeepers, security and other required person for any instant work whose age shall not be below 18 years.
- (50) The Department i.e.BMC shall have the right to ask for removal of any person of agency, who is not found to be competent and orderly in discharge of his duty.
- (51) The payment to the successful Bidder /Contractor will be made through ECS/RTGS/NEFT only.

#### **4.Additional Security Deposit -**

The **additional security deposit** will be applicable, when a rebate of more than 12 % of the estimated rate is offered, with no maximum limit. The ASD is calculated as follows:

**Additional security deposit = (X) x office estimated cost (tendered value),**

Where X=percentage rebate quoted more than 12%

The ASD will be recovered only from “L1” bidder before issuing work order/P.O.

EMD of the bidders from L3 & downwards will be released immediately in next three days without asking any application from the Applicant, at the level of coordinator (Theatres &Sw.Pools) through Mahatenders/SRM system, and without any insistence of the sanction of the competent authority as the EMD is deposit to be refunded immediately of unsuccessful bidder and should not be kept on hold for any reasons. Once the system is IT enabled, the same shall be done automatically. EMD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution for awarding the work to L1.

# **Section No. 07**

## **Submission Of e- Tender**

## **SUBMISSION OF TENDERS**

The tenderer will upload bid in three packets i.e. Packet 'A', Packet 'B' and Packet 'C' in electronic form. All these three packets will be uploaded individually. Packet A & Packet B shall contain the scanned original/certified copies of the following documents and the documents uploaded has to be digitally signed by the contractor. These copies shall be certified by the Officer not below the rank of Asst. Engineer/ Administrative Officer of the BMC or Practicing Notary approved by of the Govt. of Maharashtra or Govt. of India with his stamp, with or without a red seal clearly stating his name & registration number, except where original documents are demanded.

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 Tenderer shall be fully responsible for the correctness of the information uploaded by him.

**Packet 'A', Packet 'B' & Packet " C" shall be submitted online before the stipulated time & date for tender submission.**

(1) The Packet 'A' shall contain scanned original/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. The online payment towards the EMD & the tenderer shall upload scanned copy of receipts. BMC Vendor Registration Documents/Certificate
- B. Valid Registration Certificate.
- C. Valid Bank Solvency certificate amounting to 20% of estimated tender cost, from approved bank required six months prior to date of submission of e-tender.
- D. Any Document in support of Registration under GST.
- E. Certified copies of valid 'PAN' documents, GST registration document 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.
- F. Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- G. Scan copy of power of attorney, authorizing the tender to sign on behalf of all absent partners.
- H. Tenderer should download from the tender document – 'Form of Tender' & Appendix 'I', fill in the requisite details, sign wherever necessary, scan the same documents, upload & submit.
- I. Signed copy of the Minutes of pre-bid meeting or the addendum/Corrigendum, if any.

***NOTE: - If the tenderer(s) withdraw tender offer during the tender validity period, his E.M.D. shall be forfeited. 10% amount of the EMD of the tenderer shall be forfeited who fails to submit the required documents within 3 (three) days from opening Packet "A".***

- (2) The Packet 'B' shall contain scanned certified copies of the following documents –**
- a. The list of similar type of works (i.e. mainly providing services of manpower/Housekeeping. However bidder must have experience of Operations and maintenance of swimming pool/Water body (including Filter plant) for at least one year) in with at least one work is successfully completed in the last three years.
  - b. The audited balance sheets for the last 3 years.
  - c. Evidence stating that it has access to, or has available liquid assets, encumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction 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/Financial Institution shall be accepted as evidence).
  - d. Details of works in hand (original), along with copies of work orders & attested copies of percentage of works completed or part thereof. All the activities included in the Scope of Work shall be covered in the work plan.

**NOTE: 10% amount of the EMD/ASD of the tenderers shall be forfeited who fail to Submit as required documents in Packet "B" within four days' time period.**

**(3) The Packet 'C' shall contain the following original documents**

Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in Item Data Tab in Service Line Item via Details and quotes his percentage variation figures.

In case of lump-sum Tender Rates for BOQ mentioned in Section No.15.

And Special Annexure-I mentioned in Section No.17.

**(If entered '0' it will be treated as 'at par'. By default, the value is zero only).**

**(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening commercial bid)**

# **Section No. 08**

# **Specification**

## SPECIFICATIONS

**Sub: Contract for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.**

**I- General Description** :- The premises is consisting of following structures/activities.

1. Swimming Pool 25 M x 15M
2. Balancing tank.
3. Filtration plant.
4. Administrative building.
5. Compound with gate.
6. Surrounding area within the compound.
7. Changing rooms.
8. Various electrical installations.
9. Firefighting equipment's.
10. Horticulture work/landscaping work.
11. CCTV and sound system.

Successful bidder/contractor has to do day to day operation & maintenance of the entire premises.

### Detailed Scope of work

There is a swimming pool & administrative building at BMC Worli hill swimming pool, Worli.

The services shall be in accordance with and in consonance with "The Greater Bombay Swimming Pools (Licensing & Controlling) Rules, 1972" as amended till to date.

It will be full responsibility of the successful tenderer to provide safety to the members of the swimming pool. If any fatal happens, it will be full responsibility of the successful tenderer. The successful contractor will have to take legal responsibility of any accidents that may occur during contract period. Brihanmumbai Municipal Corporation will not be responsible for any fatal incidents such as accidents/causality or death of swimming pool member/members or any person/persons in the premises.

Generally the swimming pool is open for members and guests including special events like competition, coaching camp for student, water polo competition, special batches etc. from 0600 HRS TO 2400 HRS. As per existing rules full day on Monday is holiday for swimming pool members.

The scope includes that, the Contractors will be fully responsible for everything in relation to operation and maintenance of Swimming Pool including cost of material (Chemical, Chlorine, MEP material, Housekeeping material etc.) required from time to time & that the Contractor shall be responsible for maintenance of the swimming pool as per Byelaws of BMC, GOM and other concern Authority. The workers so appointed by the Contractor will do the following duties:

- a. Maintain sanitation in swimming pool/bathrooms/toilets/changing room.
- b. To maintain quality of water of swimming pool. Successful bidder must have his own water testing kit. **The water should be tested weekly** and record is to be maintained in manager's office. However the water should be tested in case of complaint or as and when asked by administration and the report is to be submitted instantly to the authority.



- c. Preventive maintenance of the all swimming Pool equipment.
- d. Ensure the blend of chemical/chlorine etc. added in the swimming pool water to be as per Health Trade License standards. In case of any loss of health due to poor sanitation or water treatment the Contractor shall be held responsible.

**Swimming pool Otimings** :Tuesday to Sunday between 0600 HRS TO 2400 HRS as decided by BMC administration.

Note :- On all Mondays & Public Holidays of 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August, In Diwali-Bhaubeej and holidays decided by BMC administration, the swimming pool will be remain closed. Above time schedule can be modified/ revised by the BMC as and when necessary. The successful tenderer shall provide services as per modified/revised time schedule.

**Important Note : All appointed staff must be present 15 minutes before the time of swimming activity.**

**The services should be provided by the successful bidders are as follows:-**

**(1) Providing swimming instructor-cum-lifeguard services**

The person appointed as swimming instructor-cum-lifeguard shall have been qualifications as per the qualifications, time to time prescribed by BMC for its personnel for the similar post. Swimming instructor-cum-lifeguard should pass the test taken by BMC authority otherwise he/she will not allow to/attend the duty. The administration at its discretion can take the test of Swimming Instructor-cum-Lifeguard and if found unqualified the penalty of **Rs.25,000.00** will be enforced in each case to the successful bidder. The bidder shall provide minimum 4 nos. of Swimming Instructor-cum-Lifeguard (SILG) in each shift. (Two females SILG in each swimming session are must).

However, as per the requirements and necessity, bidder has to provide Swimming Instructor-cum-Lifeguard as and when asked by BMC authority. The SILG must be well aware with first aid treatment. He/She must have knowledge of various types of swimming like frog style, butter fly style, free style, back stroke style, breast stroke style, diving etc. Successful bidder must submit quarterly physical fitness certificate of all appointed SILG.

The appointed staff shall well qualified and experienced and the bidder should provide proper uniform like swimming costume, cap, and whistle, and watches etc. along with the safety gears like as lifebuoy, life guard instruments, float etc.

**Brief duties of swimming instructor-cum-lifeguard are as under:-**

1. To work as lifeguard.
2. To teach swimming to beginners free of cost.
3. To give advanced training to swimmers/competitors free of cost.
4. To attend the competitions/galas organized by government recognized swimming authorities& other associations along with the BMC swimming pool member participants. (Only One SILG is allowed to attend Competition and Successful Bidder should provide another SILG in his/her absence.)
5. The lifeguards shall see that all the safety equipment's are in working order. It will be responsibility of the tenderer to keep all the equipment's are in working order and if required tenderer shall replace the same if found defective by the lifeguard.
6. Cleaning & servicing of life safety equipment. Keeping the record of life safety equipment in the register to be maintained by the Lifeguards.

7. To maintain diary of daily work. Register (in A4 size book) should be made available to the Officer-In-Charge of the Swimming Pool.
8. Instructing/alerting members regarding dangerous areas by blowing the whistle etc.
9. To take preventive measures to avoid accidents, mishaps, drowning death etc. If such incident happens, take appropriate action e.g. to give first aid, CPR etc. and to submit report of such incident to the Supervisor/ BMC Authority.
10. Carrying the victim from Swimming Pool floating on water surface with proper care to the Safe side on the deck. Transportation of the victim on spine board/stretchers from the Swimming water up to the safe place with the help of other life guards/ by passer/ on lookers/ any members of public etc. Rendering first aid to the victims. To give resuscitation or CPR to victim if required. Transportation of victim to the hospital with 108 ambulances/other ambulance etc.
11. Reporting the incident immediately to the Supervisor/BMC Authority.
12. To assist Swimming Pool Management to organize various competitions.
13. To keep watch on members of the swimming pool and action against the members misbehaving and not following the instructions, rules and regulations during swimming hours.
14. To inspect and check the swimming pool at the opening and closing time, along with security staff.
15. To do any other work assigned by the Manager/officer in charge.

**(2) Providing Supervisor-cum-Multipurpose Manpower services:**

The person appointed for Supervisor-cum-Multipurpose Manpower services should have SSC & MS-CIT passed certificate. At least one year experience of supervisory work of any recognized institute, small industry etc. Minimum knowledge of swimming. He/She shall be able to undertake activities in case of any emergency. He/She should read, write, speak and understand Marathi, Hindi & English languages.

The appointed staff shall well qualify and experienced and the bidder should provide proper uniform.

**Brief duties of Supervisor-cum-Multipurpose Manpower are as under:-**

1. Supervisor's duty is to supervise the work of staff provided by the successful contractor at the pool.
2. Supervisor's duty is to regulate the member crowd during the peak season
3. Supervisor's duty is to introduce the pool to BMC officers/visitors.
4. Swimming pool membership registration process is totally online. Supervisor's duty is to check proper receipt acknowledgment of the member as per online system and register the member and upload necessary documents in the system as per instructions given in online membership registration procedure, under supervision of BMC's Manager/authority.
5. Supervisor's duty is to check if all mandatory documents are submitted or not in online registration process.
6. Supervisor's duty is to tally the receipts shown by the members and actual receipts in the system.
7. Supervisor's duty is to submit daily cash report/day end report to BMC officer in charge.
8. Supervisor's duty is to maintain all the record of revenue related record as per registers

- provided by BMC and readily available for BMC officer in charge whenever asked.
9. Supervisor's duty is to make diary & take readings of electric and water meters monthly.
  10. Supervisor's duty is to maintain diary of his/her work.(In A4 Size book)
  11. Supervisor's duty is to attend to the complaints and suggestions of the members of the pool and report them to BMC officer in charge as per prescribed format
  12. The entry and exit of the members is fully automatic by using biometric flap barrier system. Supervisor's duty is to check if anyone is not using proper entry-exit system.
  13. Supervisor's duty is to regulate the member crowd during the peak season.
  14. Supervisor's duty is to check if there is leakage of water or anything in the shower room/washrooms after the swimming hours.
  15. Supervisor's duty is to help maintaining proper record of swimming pool member's forms, registers & other office records and readily available for Manager/BMC Officer in charge whenever asked.
  16. Supervisor's duty is to keep watch on members of the Swimming and action against the members misbehaving and not following the instructions, rules and regulations during Swimming hours.
  17. Supervisor's duty is to take preventive measures to avoid accidents, mishaps, death etc. If such incident happens, take appropriate action e.g. to give first aid, CPR etc. and to submit report of such incident to the BMC authorities.
  18. Supervisor's duty is to carry out the office work asked by the administration
  19. Supervisor's duty is to inspect and check the swimming pool at the opening and closing time, along with security staff.
  20. Supervisor's duty is to-do any other work assigned by the Manager/officer in charge.

### **(3) Providing Security services:**

The following staff shall be appointed by the contractor to carry out the day to day work at Swimming Pool as well as the premises.

The person appointed as Security Candidate should have SSC passed. At least one year experience of security work of any recognized institute, small industry etc. Minimum knowledge of swimming. He/she shall be able to undertake activities in case of any emergency. He should read, write, speak and understand Marathi,Hindi languages & he should read, write English language.

The appointed staff shall well qualify and experienced and the bidder should provide proper uniform.

### **Brief duties of Security Personnel/Guard are as under:-**

1. The entry and exit of the members is fully automatic by using biometric flap barrier system. Security Guard's duty is to check if anyone is not using proper entry-exit system.
2. In case of automatic entry/exit system is not working, security guard with the Supervisor will check the membership card/guest ticket (issued by the BMC) of each & every member & allow member to enter in the swimming pool.
3. To prevent unauthorized entry/use of swimming pool by any person other than authorize member visiting swimming Pool unless allowed by Manager and /or BMC authority.
4. To pay attention to any security/safety related matter.
5. The Security Guards should ensure that there is proper parking and no outsiders are allowed during any point of time throughout day and night It shall also ensure that no

- outside vendors/hawkers are allowed in premises.
6. The Security Guards shall personally see that all the concerned Authorities and ensure from them about any problems or events. It is duty of Security to prevent any untoward incident like theft or trespass and take immediate necessary action in the event of happenings of such incident.
  7. The Security Guards & other staff of the agency will keep proper coordination with them.
  8. The Security Guards shall always be in uniform while on duty.
  9. The Security Guards will ensure that with the assigned premises and the open spaces no untoward take place. Hence it is necessary that the Security Guards have some basic knowledge of fire fighting in case such a necessity arises. In the eventuality any panic or disaster or a fire or a serious incident, the Security Guards are required to take the charge of the situation and maintain discipline.
  10. Out of two guards in first and second shift one male and one female should be provide. One guard will be posted on main gate of the premise& another one will be posted inside swimming pool deck area. Lady Guard will be posted in swimming pool premises especially to watching ladies changing room & office premises & to help supervisor. The supervisor & guards will supervise the authorized biometric entry of the each and every member and also take round of changing rooms, deck area to prevent any untoward incident like theft or trespass and take immediate necessary action in the event of happenings of such incident.

#### **(4) Providing day-to-day Operation & maintenance services:**

The contractor will provide qualified and sufficient numbers of trained swimming Instructor-cum-life guards services and other required services as per government norms. The contractor shall have his own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the BMC.

#### **A) General Housekeeping :**

1. Sweeping and mopping of entire premises including offices, cabins, and all type of rooms, changing rooms, shower area, swimming pool deck once in a day and passage once in each shift or as and when required.
2. Mopping of all dadoos in complex daily.
3. To carry out the vacuum cleaning to clear the bottom of pool and keep it free from all dust particles as and when required.
4. Regular cleansing of windows, glasses, doors etc. once in a week
5. Vacuuming carpets, wall ceilings, corners & crevices once in a week.
6. Cleaning of toilets blocks and deodorizing, disinfecting it thrice a day in 1st & 2nd shift or as and when asked officer in charge.
7. Provision of toiletries & air freshening material along with general cleaning products & tools.
8. Garbage disposal in each shift.
9. Cleaning of wooden furniture on regular basis.
10. Washing of all curtains fortnightly.
11. Washing of removable fabric covers periodically / as & when required.
12. Cleaning of facade/glass glazing/ toughen glass once in a year.
13. Appointed staff should segregate dry & wet waste separately.

14. Material and Mechanism required for housekeeping such as detergents, phenyl, floor cleaner, brooms, dusters, acid, liquid soap, and industrial vacuum cleaner (dry & wet), etc. shall be arranged by the successful contractor at their own cost.
15. If the cleanliness is not found up to the mark, penalty per instance will be imposed on the contractor. If any staff remains absent for particular shift the contractor will arrange for substitute within half an hour failing which a penalty per person per shift will be imposed on the contractor. Penalty will be imposed as per mentioned in penalty section of this tender.
16. The successful tendere(s) shall keep the municipal commissioner and their officers & servants harmless and indemnified from and against all loses, injuries, suit , damages, cost charges, claims & demands whatever including claims under the workmen compensation Act, 1923, their officers or servants may sustain incur or become liable to pay for the reason or in consequences of any injury to any person or persons or to any property either belonging to corporation or third party whether resulting directly through any accident or otherwise to life property while rendering housekeeping service, and such damage, injury or loss to life or property of corporation or any other person/s including any third party shall be made and/or as the case may be shall be paid immediately by the contractor to the corporation. The corporation shall in no way be responsible or liable for any damages or loss injury caused to property or person of the contractor or their servants for any cause whatsoever.
17. The successful bidder should provide attendance report as per muster roll as well recorded on biometric system. The biometric system is to be provided by successful bidder. No separate payment will be made for the biometric attendance system.

**B) General Maintenance :**

- (a) Mixing of chemicals/chlorine etc. which will be supplied by Contractor at his cost.
- (b) The contractor must attend all electric related complaints, queries and must replace all type of electrical fixtures or lights upto 20W, no additional payments will be made for these replacements/repairs.
- (c) The contractor must attend all replacement of plumbing material/fixtures, plumbing related complaints, queries and must replace and repair plumbing related material like pool skimmers, taps, showers and pipes etc., no additional payments will be made for these replacements/repairs.
- (d) The contractor must attend all minor painting, mason work, Gardening/Horticulture work, Carpentry work related job with material
- (e) The Contractor shall arrange all consumables and chemicals as and when required at his cost.

## SELECTION OF MATERIAL & EQUIPMENT NEEDED FOR HOUSEKEEPING

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the BMC officer in charge. The BMC officer in charge or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The contractor shall obtain the approval of the BMC officer in charge of samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every respect to their approved samples. Fresh samples shall be deposited with the BMC officer in charge whenever the type or source of any material changes.
3. The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by BMC officer in charge, or both.
4. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All B bills, vouchers and test certificates, which in the opinion of the BMC officer in charge or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
5. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24 hours.
6. BMC officer in charge shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.
7. Notwithstanding the source, the sand shall be washed using sand washing machine before use.
8. To keep the premises clean and hygienic various equipment and supplies are used. No work can be done without proper equipment. It is important that the housekeeper & service provider make a careful selection of equipment based on suitability for use in a health care institution, appropriate design and required size, rugged construction and finish, ease and availability of maintenance, initial and operating costs, on-the-job tested performance, safety, and overall efficiency. Supplies should also be studied, and basic procedures developed to use these supplies most effectively in maintaining desired standards of cleanliness.
9. Housekeeping property is broadly classified as either equipment or supplies. Items classified as supplies are consumables, and equipment is reusable. Thus, floor machines, brooms, mops, stools, vacuum machines, etc. are categorized as equipment, whereas dusters, detergents, germicides, etc. are supplies.
10. **Purchasing equipment:** It is poor economy to buy less than high quality, timesaving equipment. It is also poor economy to buy good equipment and let it lay idle or to buy a product of better quality than is actually needed. If budget restrictions require it, expensive equipment can be programmed over the course of several years.
11. Selecting new equipment is the responsibility of the housekeeper. Advice may be obtained from the purchasing agent, maintenance superintendent, laundry manager, microbiologist, or other personnel, but the final decision rests with the housekeeper. In order to ensure that no wrong purchase is made, the housekeeper needs to do independent research in the market and on the job. A general checklist can be formulated to help the housekeeper and other personnel involved in the purchase of the equipment to remember every factor pertinent

to the purchase of the equipment. The housekeeper also needs to evaluate a product before purchase. Very often the employees who use the product are the best people to consult for this.

12. **Maintaining equipment:** When an employee is provided with high quality equipment, he must be trained in its proper care in use and in storage. All equipment should also be inspected daily by the housekeeper or his representative for cleanliness, indications of wear and tear, neglect or abuse. Periodic detailed inspection should be made to forestall breakdowns.

13. Some institutions hold each worker responsible for the equipment assigned to him. Other equipment that is used by the department for general work, and which is shared by all the staff, is cared for and inspected regularly by the senior housekeeper, or a person assigned for the purpose. One method to ensure regular inspection is to set aside a specific room where equipment is turned in at the end of the day and made ready for use the next day. Another method is the systematic tagging of machines that have been inspected. This makes it easy for the housekeeper to make a quick check of machines that have not been inspected.

14. A card file with separate card for the service history of the equipment should be kept in the housekeeping department. This will provide the department with important data whenever replacement of equipment is being considered. In case of failure, a tag stating defective should be attached to the equipment, and the equipment should be sent to the maintenance department for a check. Space should be provided on the tag for a brief description of the defect, the department from which it was sent, the date on which it was sent, and the name of the person who discovered the defect.

15. The manufacturer's instructions concerning the operation, maintenance and adjustments of the equipment should be permanently kept in the housekeepers file. Copies should be given to the maintenance department for making repairs and to use the parts list for stockpiling small replacement parts. Each employee should be given individual instruction in handling the equipment he uses, and should have a set of instructions framed and hung in the immediate work area. Observing the employee as he uses the equipment will show how closely he adheres to the instructions.

16. If the maintenance department does not have workers with the skills required to repair particular equipment, it is advisable to use the services of the manufacturer's local representative for systematic maintenance and overhauling. By contracting his services, the institution need not stock up any spare parts, and also avoids loss of time, as he can provide substitute equipment while repairs are being made.

17. **Equipment and supplies needed for Housekeeping. Following material/Equipments must be used for the housekeeping purpose and to be provided at the swimming pool premises cost of these included in the tender.**

- i. **DUSTER:** This is used to clean dust from tables, chairs, and other articles.
- ii. **BROOM (hard bristle):** This is used to clean the surroundings, the toilets, and to remove water after washing the floor.
- iii. **SOFT BROOM:** This is used to sweep dust and waste on a smooth floor.
- iv. **WASTE BASKET:** This is placed in every room in the premises, office area and common areas of the premises for dropping waste materials.
- v. **DUST BIN& DUST PAN:** All the garbage collected from different areas of the premises is put into the dust bin. Dust pan is used to pick up and remove dust and waste collected at a place.
- vi. **RUGS:** These are placed at the entrances to absorb all the dust particles from our footwear when members/citizens come in from the outside.

- vii. **DOOR MAT:** These are placed in front of the each rooms, toilets and bathrooms, in order to absorb moisture and dust.
- viii. **DISINFECTANT:** Different disinfectants are used for cleaning floors and toilets.
- ix. **FLOOR CLEANING LIQUID:** It is used to remove dirt from the floor and make it shine. It is used to clean and wipe the floor.
- x. **BUCKET:** This is used for carrying water and while swabbing the floor.
- xi. **THREAD MOP:** It is used to clean and mop the passages/verandah/floors and rooms.
- xii. **MULTI-ACTION MOP:** This is used to clear water from the floor. It is used in the bathrooms to dry up the floor, as well as to clean it thoroughly.
- xiii. **SWABBING CLOTH:** This is used to wipe bathrooms and keep them dry.
- xiv. **WASHING LIQUID /POWDER:** This is used to clean bathrooms, toilets and washbasins.
- xv. **LIQUID SOAP/SOAP SOLUTION:** This is used to clean walls and tiles.
- xvi. **BLEACHING POWDER:** Bleaching powder is used to clean moss-covered places. It is also used to clean sewage tanks and water tanks.
- xvii. **NYLON BRUSH:** This is used to scrub washbasins and vessels. It is also used to remove stains.
- xviii. **WC BRUSH:** This is used to clean the outlet for sewage water.
- xix. **WOODEN BRUSH:** This is used to clean the footrests and tiled flooring in the toilets. This is also used to clean water tanks. The wooden brushes that are used to clean toilets should not be used for any other purpose.
- xx. **CURVED BRUSH:** It is used to clean the inside of the commode and toilet bowl, as well as corners and edges.
- xxi. **NYLON SPONGE:** This is used to clean walls.
- xxii. **NUVON:** This is an insecticide, which is sprayed to prevent cockroaches, mosquitoes, ants and flies. This is also placed in septic tanks to prevent breeding of cockroaches.
- xxiii. **INSECTICIDE:** This is sprayed or used in powder form to prevent cockroaches, flies, and other insects.
- xxiv. **NAPHTHALENE BALLS:** These are placed in the drains of washbasins to prevent insects from coming up through the drains, it also helps to keep away bad odour.
- xxv. **AIR FRESHENER:** It is used in the toilets or in rooms, office, passages to drive away odour.
- xxvi. **HYDROCHLORIC ACID:** It is used to remove stains in washbasins and toilets. It is also used to remove any clogging in the washbasins and sinks.
- xxvii. **HARPIC / TOILET CLEANER:** When used on tiles and in the toilets it removes stains, and leaves them sparkling.
- xxviii. **BRASSO:** It is used to polish brass articles.
- xxix. **MANSION POLISH:** This is used to polish floors.
- xxx. **STAIN REMOVER:** This is used to remove stains and dirt from curtains/any fabric item within the premises.
- xxxi. **VARNISH:** This is used to polish wooden furniture, and thus protect it from termites.
- xxxii. **FLOOR STAIN REMOVING STONE:** This is used to remove salt stains from mosaic flooring.
- xxxiii. **TOILET PAPER:** A roll of toilet paper is placed in the eachtoilets.
- xxxiv. **VACUUM CLEANER:** a machine used to remove dust from places that are not easily reached. This is also used to remove cobwebs, dust from corners of walls and ceilings, window grills, etc.
- xxxv. **POLISHING MACHINE:** This is used to polish floors and keep them shining and looking new.



**B) Carpentry work:**

This includes Repairs & maintenance of all doors, windows, locks & latches, bolts, door closers etc. carpentry works at the premises is included in carpentry work. Required equipment & material are to be provided by contractor.

**C) Plumbing work:**

This includes Repairs, maintenance and replacement if required of all swimming pool skimmers, skirting, water taps, showers, water & drainage pipes, basins, flush tanks, urinals, WCs, in premises is included in plumbing work. Required equipment & material are to be provided by contractor.

**D) Mason work:**

This includes Minor civil/additional-alteration civil work & civil repair works as per office requirement in premises area. Required equipment & material are to be provided by contractor.

**E) Gardening/Horticulture work:**

This includes Maintenance of all gardens, lawns & flower beds etc. in the premises. Required equipment & material are to be provided by contractor.

**F) Painting work:**

This includes Touch-up & painting works in the premises. Required equipment & material are to be provided by contractor.

**(5) Providing Pumproom Operator-cum-Multipurpose Worker services (Filtration plant/DG Set/All pumps/Firefighting System/CCTV system) :**

- i. These services are for the day to day maintenance and routine check-up of machineries. It shall be done by the Contractor at his own cost. In case of breakdown in machinery/pumps/filtration plant other equipment's etc. along with grating around the swimming pool area and if it is beyond repair it should be inform to BMC administration. The necessary chemicals as required for day to day maintenance of the water in the swimming pools to the required standards and shall be arranged at the cost of the Contractor.
- ii. The chemical balance of water shall be maintained by adding appropriate doses of chemical by contractor. Residual Chlorine and pH of water shall be within limit of prescribed parameters and water shall be fit for swimming Water Testing shall be carried out quarterly from Municipal Lab. Contractor should provide Test kit for testing of water sample to confirm chlorine and pH values daily and maintain register for the same.
- iii. The staff for operation and maintenance of filtration plant and its accessories and ancillaries, shall be arranged by and at the cost of Contractor. The chemicals required for filtration cleaning and the making the water to the swimming pool standard shall be arranged at the cost of Contractor from time to time.
- iv. Adequate stores of spares, chemicals and consumables shall be kept to meet urgent requirement.
- v. Safety of all materials of the system shall be responsibility of the contractor.
- vi. The contractor shall carry out the instruction/suggestions of BMC officials in the interest of smooth operation and maintenance of the system.

- vii. Travelling expenses and accommodation of Contractors staff related to operation and maintenance of the swimming pool shall be borne by the successful bidder.
- viii. Maintaining proper quality of Swimming Pool Water. The swimming pool water may be tested weekly with help of scientific tools available in local market however quarterly water will be tested in Municipal lab & Cost of this municipal lab testing if any is in the scope of successful bidder, no extra payment will be made for any lab testing.
- ix. Operation and maintenance of pressure sand filters. Operation & maintenance of circulating pumps & motors is also in the scope of successful contractor.
- x. Operation & maintenance of Valves and Gauges in the filters & piping system is also in the scope of successful contractor.
- xi. Operation & Maintenance of soda ash dosing equipment's for maintaining proper pH of Swimming Pool water is in the scope of successful contractor.
- xii. Operation & maintenance of Ozone chlorination systems including dosing of chlorine solution to swimming pool water as per requirement either using bleaching powder solution granules/Gas Chlorination System is in the scope of successful contractor.
- xiii. Operation and maintenance of suction sweepers is in the scope of successful contractor.
- xiv. Suction sweeping of pool floor and cleaning of side walls and channels as per requirement including supply of all consumables like detergent, acid, cotton waste etc. is in the scope of successful contractor. All the equipment related to the cleaning of swimming pool is in the scope of successful bidder. Equipment will be not provided by BMC.
- xv. Backwashing the filters as per requirement (in regular interval) are in the scope of successful contractor.
- xvi. Maintaining of proper chemical balance in the pool water Level PH and chlorine contents within the prescribed limit including supply of all chemicals like soda ash chlorine and bleaching powder/Alum is in the scope of successful contractor.
- xvii. Consumable items such as iron brush, plastic brush, coir brushes, iron net and plastic floss, TCCA 90, Alum, Soda Ash Bleaching powder, wheels for suction sweeper etc. shall be supplied by the contractor. No additional payment will be made if excess material is required.
- xviii. It is sole responsibility of the contractor to handle chlorine gas cylinder containing chlorine gas or chemicals by taking all relevant safety precautions and the contractor will also be responsible for operation of the chlorine gas cylinder.
- xix. The Contractor shall employ qualified/trained persons for operation and maintenance of the equipment and shall be fully responsible to obtain such licenses for taking up the above work as are prescribed.
- xx. Water and electricity for operation to the plant will be arranged by the BMC department.
- xxi. Contractor shall depute personnel for operating valves at BMC source of water by maintaining meter's readings in the register. Register must keep updated and shall be readily made available whenever asked by the BMC officials.
- xxii. All relevant safety measures shall be provided to the workmen, whenever required during the course of the maintenance works.
- xxiii. As per prevailing norms contractor shall submit all relevant licenses.
- xxiv. The successful contractor must carry out the work of preventive maintenance of DG set, Firefighting pumps/equipment, installed various electrical installations (which includes all type of lights, fans, bulbs, sensors, lamps, motors, pumps, machineries and any other machines/installations regarding swimming pools etc.). Successful Bidder has to maintained/replace street lights & deck area lights, clocks, siren system. Successful

bidder has to maintain PA system. Successful bidder has to maintain all water pumps fitted in the campus of swimming pool. Successful bidder has to clean/maintain the water tanks in swimming pool. Any type of electric maintenance work may be carried out by license PWD wireman.

The contractor shall provide person for minor repairs such as for plumbing works/minor electric work i.e. any MEP work within the premises whenever required by BMC.

The following services to be provided by successful contract & adequate staff shall be appointed by the contractor to carry out the day to day work at Swimming Pool premises. The appointed staff shall always be in uniform while on duty.

1. Supervisor-cum-Multipurpose Manpower services
2. Lifeguard-cum-coaches or Swimming Instructor-cum-lifeguards services
3. Pumproom Operator-cum-Multipurpose Worker
4. Security services
5. Housekeeping services
6. day-to-day Operation & maintenance services
7. Other Miscellaneous services

Generally the swimming pool is open for members and guests including special events like competition, coaching camp for student, water polo competition etc. from 0600 HRS TO 2400 HRS. As per existing rules full day on Monday is holiday for swimming pool members. Therefore all appointed staff must be present to their duties before minimum 15 minutes and shall leave the premises minimum 15 minutes after closing their respective activities. Successful contractor has to arrange his/her appointed staff's duty accordingly.

Note :- The number of staff appointed or required in each shift will be as per the requirement. No child labor should be employed (No Below 18 years), as it is prohibited by the Child Labor Prohibition and Regulation Act, 1986. Due to any breach of any provision of the Child Labor Prohibition and Regulation Act, 1986, the contractor and thereby BMC is liable to pay any penalty.

- i. The performance evaluation of the Services shall be carried out by regularly (daily, weekly, fortnightly or monthly basis depending upon the discretion of the Department). The agency shall submit daily action plans / reports to the department.
- ii. BMC shall rate the quality/ performance of service provider agency/ tenderer and the tenderer/ agency is obliged to perform to the entire satisfaction of the department.
- iii. All servicemen has to wear neat and clean uniform and has to maintain perfect discipline while on duty as well as within the premises and has to present 15 minutes before their duty time.
- iv. Any other activity/work identified specified by the department from time to time as per requirement.
- v. The contractor shall compensate the BMC, for any damage or loss if found to such properties with the replacement value as decided by BMC either in cash or D.D. in favor of The BMC. In case if he fails to pay the amount decided by BMC, the same will be recovered from the Security Deposit.

There shall be proper coordination with other agency working at site.

**All the services shall be procured by the bidders for the abovesubject work.**

The service provider should use best quality of service including stop gap arrangement at the time of weekly off. The decision of BMC will be final and binding on the agency.

To prevent any untoward incident like theft or trespass and take immediate necessary action in the event of happenings of such incident. In case of any discrepancy found the tenderer will be penalized, the penalty of Rs.1000/- or the amount decided by DMC/ AMC/ Hon.MC for each incident will be recovered from the bill.

**Penalties:A) Work Performance Based Penalty :**

Sr. No.	Defaults	Penalty per unit per day for unsatisfactory work (Rs.)	Penalty per unit per day for not wearing uniform (Rs.)	Penalty per unit per day for absenteeism (Rs.)
1	Supervisor-cum-Multipurpose Manpower	2000	1000	2000
2	Lifeguard-cum-coaches or Swimming Instructor-cum-lifeguards	1500	500	1500
3	Pumproom Operator-cum-Multipurpose Worker	2000	1000	2000
4	Security	1500	500	1500
5	Housekeeper	1500	500	1500

**B) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the administration reserves the right to impose the penalty as detailed below :**

Offences	Penalties ( In Rupees)
Not found displaying photo ID	100/- per instance.
Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	3000/- with removal of the offender
Unsatisfactory performance	Individual Complaint: As mentioned in " <b><u>A) Work Performance Based Penalty :</u></b> " Adverse report by for Inspection : 5000/- per instance Adverse Monthly report: 10,000/- per report
Machine out of order/deploying lesser no. of machines /	2000/- per machine per day
Wrong/Improper chemical used for cleaning purpose	5000/- per instance
Complaints are not registered or not redressed	500/- per instance
Absence of personal protective gears	200/- per instance
For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day
In case the services remain consistently unsatisfactory for a period of more than 2 weeks	penalty of 50% of the monthly contract value will be imposed in addition to penalty already imposed against above offenses

Tenderer must provide adequate no. of floats, lifebuoys, racing lanes, kickboards etc. as per the number of members for each batch and the capacity of the pool, failing which per day Rs.2000/- penalty will be charged.

**Tenderer must attend all minor repairing/ plumbing/ painting/ electric etc. necessary works at the swimming pool. The total preventive maintenance is in the scope of successful contractor.**

Sr. No.	Description	Type of work	Shift Timings	No.of staff per day
				QTY
1	Pumproom Operator-cum-Multipurpose Worker	Pump/Filter plant operation & maintenance & cleaning of the equipments & plant room. Any electrical related work within the premises	First Shift (Skilled)	1
			Second Shift (Skilled)	1
2	Lifeguard-cum-coaches or Swimming Instructor-cum-lifeguards	Four persons per Shift for Lifeguard-cum-coaches services (Reporting 15 Mins. Before batch)	First Shift (Semiskilled) (Two Females)	4
			Second Shift (Semiskilled) (Two Females)	4
3	Housekeeping Services	One Female & One Male in each shift is must (Reporting 15 Mins. Before batch)	Morning 05.30 to 13.30 Afternoon 14.30 to 22.30 (Unskilled)	4
4	Security Services	Round Clock Security personel For 1st & 2nd Shift 2 person/shift For 3rd Shift 1 person/shift	1st Shift 07.00 to 15.00 2nd Shift 15.00 to 23.00 3rd Shift 23.00 to 07.00 (Semiskilled)	5
5	Supervisor-cum-Multipurpose Manpower	One person per shift for office related works	8 Hrs Shift as decided by BMC (Skilled)	1

**Coordinator  
Sports & Entertainment**

**Annexure-B**  
**GENERAL TERMS AND CONDITIONS**

1. The Agency personnel so provided by the Agency shall be treated as Employees of the Agency for all purposes and the Agency shall be responsible for them and their Unions etc.
2. The staff provided by the Agency should be physically fit, well trained in firefighting and intelligence, honest, disciplined, trained, smart, alert, sincere and punctual and hard working.
3. (A) The “Supervisor-cum-Multipurpose Manpower” provided by the Agency should be –
  - (a) At least SSC& MS-CIT passed with the proper knowledge of Marathi language;
  - (b) must have minimum 18 years of age and maximum age up to 58 years for general and up to 58 years for Ex. Serviceman
  - (c) Eye-sight - if wearing glasses, with glass should have normal vision.
  - (d) in case of Ex government/semi government or central government employee of class III Or having at least 2 years Management experience of departmental store/Theatre/Sw.Pool /Public Garden or small industry.
3. (B) The “Lifeguard-cum-coaches or Swimming Instructor-cum-lifeguards” provided by the Agency should be,
  - (a) Swimming instructor-cum-lifeguard should pass the test taken by BMC authority and should have proper knowledge of Marathi/Hindi/English languages;
  - (b) must have minimum 18 years of age and maximum age up to 58 years for general and up to 58 years for Ex. Serviceman
  - (c) No Handicap person allowed
  - (d) For female: weight- min. 45 Kg., and height min.157 cm.
  - (e) Male - Chest (normal) 81 cm and with expansion 86 cm.
  - (f) Eye-sight - if wearing glasses, with glass should have normal vision.
  - (g) Minimum height 162 cm. and Weight min.50 Kg. for Male.
3. (C) The “Pumproom Operator-cum-Multipurpose Worker” provided by the Agency should be,
  - (a) PWD license holder, license category must fulfill the requirements for the work day-do-day operation & maintenance of the swimming pool related pump, other pumps, DG Sets, Various Electrical installations within the premises.
  - (b) Must have minimum 18 years of age and maximum age up to 58 years.
  - (c) Must have proper knowledge of Marathi language.
  - (d) Eye-sight - if wearing glasses, with glass should have normal vision.
3. (D) The “Security guards” provided by the Agency should be,
  - (a) Must understand,read,write and speak Marathi, Hindi and English.
  - (b) Must have minimum 18 years of age and maximum age up to 58 years.
  - (c) Minimum height 162 cm. and Weight min.50 Kg. for Male.
  - (d) For female: weight- min. 45 Kg., and height min.157 cm.
  - (e) Male - Chest (normal) 81 cm and with expansion 86 cm.
  - (f) Eye-sight - if wearing glasses, with glass should have normal vision.

3. (E) The "Housekeepers" provided by the Agency should be,
  - (a) At least proper knowledge of Marathi language.
  - (b) Must have minimum 18 years of age and maximum age up to 58 years.
  - (c) Eye-sight - if wearing glasses, with glass should have normal vision.
4. The successful bidder shall provide the Identity Cards to their employees.
  1. The successful bidder shall provide their Servicemen's with uniforms, shoes, watches, belts, whistles, caps/raincoat/umbrellas, etc. at its own cost. The staff shall have the clean and attractive uniform as decided by BMC administration, with identity card so as to recognize them as staff provided by the successful bidder. Uniforms must be appropriate and as follows :-
    - (a) **For SILG:** Swimming costume and white color head Cap, head cap must have printing of "Swimming Instructor-Cum-life guard" visible to public/members.
    - (b) **For Supervisor-cum-Multipurpose Manpower:** appropriate uniform for the job i.e. Shirt, Trouser and shoes.
    - (c) **For Pump room Operator-cum-Multipurpose Worker:** Appropriate uniform for the job & head cap. Head cap must have printing of "Pumproom Operator-cum-Multipurpose Worker" visible to public/members.
    - (d) **For Security guards:** Appropriate uniform for the job & head cap. Head cap must have printing of "Security Guards" visible to public/members.
    - (e) **For Housekeepers:** Appropriate uniform for the job & head cap. Head cap must have printing of "Housekeepers" visible to public/members.
  2. The successful bidder shall give information such as the names and addresses etc. of the Servicemen's.
  3. The Physical verification of the Servicemen's provided by the Agency shall be carried out by the D.S.O. of the Authority, from time to time.
  4. The successful bidder shall be liable for providing to their Servicemen's all the facilities such as Provident Fund, ESIC, Medical Assistance, Leave Salary, Leave Travel Concession, etc. at its own cost.
  5. Successful bidder must pay applicable taxes.
  6. At least two instructors in each swimming session must enter in swimming pool for teaching swimming to beginners.
  7. The successful bidder shall appoint adequate relievers for their Servicemen's at its own cost. No extra payment shall be made for appointment of such relievers.
  8. The successful bidder shall be responsible for prevention of thefts or pilferage of the authority's i.e. BMC's movable properties and also for of unauthorized dumping on the authority's i.e. BMC's lands and unauthorized parking on the authority's lands.
  9. The BMC officer shall have liberty to inspect the Servicemen's arrangement.
  10. The successful bidder shall have to execute an agreement with the authority i.e. BMC for awarding of contract.
  11. If there shall be any dispute or difference of opinion as to the interpretation of the terms and conditions hereof or anything arising there from, such dispute or difference shall be decided by the Municipal Commissioner and his decision shall be conclusive and binding upon the agency.

12. In case of breach of any of the conditions of the contract and if the agency fails to implement the instructions given by the authority in respect of protection of its properties, the authority shall have right to rescind the contract without giving any notice.
13. In case the successful bidder intends to terminate the contract, it shall give three months prior notice in writing to this office, with reasons for such termination.
14. A conditional tender shall not be accepted.
15. The authority shall not provide any residential accommodation to the Servicemen's agencies.
16. The Earnest Money Deposit & Contract Deposit will bear no interest.
17. Tender must follow Conditions mentioned in Circular No.Dir/ES&P/324, Dt.15-07-2015.
18. The successful bidder or any employee of agency will not claim for permanent/temporary job in BMC.



# **Section No. 09**

## **Submission of online e-tender**

### **SUBMISSION OF ONLINE E-TENDER**

As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatenders) for all tenders amounting more than 25 lakhs. in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document.

**NOTE:** This tendering process is covered under Information Technology ACT & Cyber Laws as applicable.

- In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.
  - Start Date read as "Sale Date"
  - End Date read as "Submission Date"
  - Supplier read as "Contractor/bidder"
  - Vendor read as "Contractor/bidder"
  - Vendor Quotation read as "Contractors Bid/Offer"
  - Purchaser read as "Department/BMC"
  - Packet A read as Cover 1 or Cover Type Fee
  - Packet B read as Cover 2 or Cover Type PreQual/Technical
  - Packet C read as Cover 3 or Cover Type Finance

Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links For this, the contractors can go through e-procurement system of Government of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).

#### **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the etoken, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MtnTrustline / Safe Sctpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. Bidder should arrange for the EMD as specified in the tender. ~~The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.~~
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. 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.
13. 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.
14. 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.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. 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.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid pupation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and 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. The bidders are requested to submit the bids through online eProcurement system to theTIA well before the bid submission end date and time (as per Server System Clock).

The e-tender is available on NICs portal of Govt. of Maharashtra, <https://mahatenders.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data i.e. in the office of Coordinator (Theatres & Sw.Pools) at Byculla (East).

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the NIC Portal <https://mahatenders.gov.in>.

**Note: As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. ofMaharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.**

# **Section No. 10**

## **Tender opening & Evaluation**

## **TENDER OPENING AND EVALUATION**

### **Deadline for Submission of Tender**

1. Tender copy shall be available on Mahatenderportal website from [time as per mention in NIT of Mahatender] on the date specified and shall be uploaded up to [time as per mention in NIT of Mahatender] on the due date of submission mentioned in the tender notice. Late tenders or telegraphic tenders shall not be accepted. During the opening of the tender Packets, the tenderers /their authorized representative may attend.

2. Packet "A" will be opened on specified date and time. Initially the contents of Packet "A" will be read out. On opening of Packet "A" if it is found that the tenderer has not submitted required documents in Packet "A" then tenderer shall be intimated by email to comply with the said requirement within 3 days from the opening of Packet "A". If the tenderer fails to do so then the 10% amount of EMD paid by his shall be forfeited.

If requisite documents are not enclosed, the tender shall be rejected outright by treating them as non-responsive. Thereafter the non-responsive tenderers will be informed that their tenders have been treated as non-responsive.

3. Packet "B" of the responsive tenderer in Packet "A" shall be opened on specified date and time. The contents of Packet "B" will be scrutinized. On opening of Packet "B", if it is found that tenderer has not submitted required documents in Packet B, then the tenderer shall be intimated in by email to comply with the said requirements within stipulated time period (Maximum 7 days) from the opening of Packet "B". Intimations about shortfalls in submission will be informed to Bidders/Contractors by in writing/E mail on their given mail ID. If he fails to submit the required documents, then 100% amount of the EMD paid by him shall be forfeited. Information in Packet "B" will be scrutinized and evaluated by the Tender Evaluation Committee. The tenderers found non-responsive in Packet "B" will be informed that their tenders have been treated as non-responsive, specifying the reasons.

4. Bids which are technically qualified or responsive are evaluated for price comparison once price bid (i.e. Packet 'C') "opening date and time" is reached. The system allows the BMC users (Tender evaluation/Opening committee members) to start this process of opening of price bid. The authorized employees (tender Evaluation/ Opening committee members) with their user ID and Password will log in the system. The system will generate and give a comparative statement showing list and details of qualified TENDERER/CONTRACTORS with ranking based on the % (percentage)/commercial quote.

5. Any change in date & time of opening of Packet 'A, B & C' as specified in the corrigendum notice, will be displayed on website of BMC and Mahatender Portal.

6. The Corporation reserves the right to cancel all or any of the tender(s) without assigning any reason.

7. **Bid opening authentication:** The price bids have to be opened in presence of two/Three BMC persons who are authorized to approve the Price bid opening process. User IDs of these three Tender Evaluation/Opening committee members are assigned for respective bid invitation number and these authorized BMC Tender Evaluation/Opening committee members will enter their passwords simultaneously for authenticating this Price Bid Opening Process.

A. In case any action is initiated against the contractor registered with any category of registration by the corporation either for blacklisting or failure to execute the work in time, his tender will not be considered eligible for recommendation.

B. In case, Tenderers having equal percentage from more than one agency, the preference will be given as below:

If specified item rate of the tenderers is same; the preference shall be given to the tenderer whose registration date in higher class stands ahead of the other.

- C. The tenderer shall specifically note that his/their registration class and category on the date of submission of the tender will be considered for considering responsiveness of the tender.
- D. All insurances to be effected on behalf of BMC by the contractors shall be taken out from the Director of Insurance, Maharashtra State, GrihaNirmanBhavan, First Floor, Room no.264 opposite Kalanagar, Bandra, Mumbai 400051. In case, the insurance cover is not offered by Director of Insurance, Maharashtra State; the same should be taken out from Insurance Company/Companies approved by the Maharashtra State Insurance Fund.
- E. The tenderers who have been registered in BMC and also in Govt. body of Maharashtra State and / or Central Government, then their class whichever higher will be considered for deciding eligibility criteria.
- F. The successful tenderer shall submit Security Deposit of 5 % of the contract cost as per clause no 20 of G.C.C.

# **Section No. 11**

# **Form of Tender**



**FORM OF TENDER**

To,  
The Municipal Commissioner for BMC

Sir,

I/We have read and examined the following documents relating to the **Operation & Maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward**

General condition of contract for CSMC O & M of the Brihanmumbai Municipal Corporation effective from 1.4.2000 with amendment to Clause No. 74(b) as per Circular No. CA/WSSD/I dated 9.4.2002 and Clause no. 96 as per circular no. AMC/P/M/15111 of 29.5.2002

1	e-Tender Notice	7	Submission of e- Tender
2	Mandatory Conditions	8	Specification
3	General Information	9	Submission of online e- Tender
4	List of approved Banks	10	Tender opening & Evaluation
5	Instruction to e- Tender	16	Special Directions to the Tenderer
6	General Directions to Tenderers	18	Procedure for uploading 'Special Annexure-I'

(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 sent herewith and signed by me/us" (strike out the portions which are not applicable)

(1B) I/We do here by 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. \_\_\_\_\_.
- \* (a) I/We have deposited amount online to the Corporation not to bear interest or.
  - \* (b) I/we have deposited with and transferred to the C.A. the equivalent of that amount in Public Security or,
  - \* (c) I/We have delivered to the C.A. a General Undertaking and Guarantee by our Bankers in your favor for inter alias to above amount which you are entitled now or at any time thereafter to demand payment from our Bankers.
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 or Education 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 Engineer in this 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 failed 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

The Firm

- 1.
- 2.
- 3.
- 4.
- 5.

Full Name and private residential

Addresses of all the partners constituting the firm.

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

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

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

4.....

5.....

# **Section No. 12**

## **Appendix I**

## APPENDIX –I

### Information regarding status of tenderers

(1) (a) Whether it is proprietary concern?

(b) If so, name of the owner

(2) If it is partnership concern, please furnish name of each partner and copy of registration certificate.

(3) In case of Company, please furnish documentary proof to show that the company is registered.

Signature of authorized person  
of concern/Company.

# **Section No. 13**

# **Agreement form**

**AGREEMENT FORM**

Tender

dated.....20

Tender

Standing Committee Resolution No.....

**CONTRACT FOR THE WORKS for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.**

This agreement made this day of ..... ( Two thousand Twenty )

Between.....

.....in habitants of Mumbai, carrying on business at.....

.....

.....

in Mumbai under the style and name of M/s.....

.....

..... (hereinafter called "the contractor of the one part and Shri.....

.....

The Dy. M.C.(Gardens) (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 Dy. M.C.(Gardens) 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 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 outsourcing services hereinafter referred to :-
2. The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
  - a. The said Tender
  - b. The Specifications
- c. Section No. 1 to 17. Mainly conditions of contract for Outsourcing services for the Brihanmumbai Municipal Corporation as amended up to date
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 construct, 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 construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.
5. That the Contractor shall carry out the work as aforesaid within ..... From the date of receipt by him/them of an order from the Dy. Municipal Commissioner or by any other officers authorities by him that behalf.

6. That the contractor/s shall provide at his/their own expenses all labour, material implements and machinery necessary and proper for the due performance of the said works and that the workmanship shall be of the best description and the persons employed by the contractor/s and about such work shall be competent and fir for the due execution thereof.
7. In the event of the side deposit of Rs..... having been made by the contractor/s by the contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s. and the contractor/s under any of the provisions of the contract becoming subject to or liable for any penalty or damages forfeited as herein before mentioned then and in any such a case the amount of any such a penalty or damages and the deposit so forfeited, if not previously paid to the commissioner, shall immediately on demand be paid by the said bankers to and may be forfeited by the commissioner under and in terms of the said general undertaking and guarantee. If no penalty or damage or forfeiture of deposit shall be exacted or claimable from or against the contract/s under this contract, the contractor/s and the Bankers shall at the expiration of this contract, be freed and released from the obligation of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the continuing liability of the contractor/s and of the said bankers and the right of the commissioner and / or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the contractors with the Commissioner and/ or the Corporation.

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 Dy. M.C.(Gardens) in the  
Presence of .....

Coordinator (Theatres & Swimming Pool)

.....  
.....  
.....  
.....

Manager  
(BMC Worli swimming pool )

Dy. M.C.(Gardens)

The Common seal of the Brihanmumbai  
Municipal Corporation was

Hereunto affixed on the .....

.....20 in the

Presence of two Members of the Standing  
Committee of the Mun.Corporation.

1)..... 1).....

.....

2)..... 2).....

.....

and in the presence of the Municipal Secretary.....

**Municipal Secretary**

# **Section No. 14**

## **Additional Terms & Conditions**

### Additional Terms & Conditions

The scope of services/ work to be rendered under this contract also includes:-

- 1) To ensure security of the assets of the Institute against theft, pilferage & misappropriation and to implement anti-theft measures at the above mentioned premises.
- 2) To prevent unauthorized persons gaining entry in the swimming pool.
- 3) To maintain visitors and staff movement records as may be directed by the Institute's Representatives from time to time.
- 4) To ensure that no hawkers or vendors are allowed into the premises of BMC.
- 5) To prevent entry of animals in the premises of BMC.
- 6) To maintain law, order and discipline and to check all disturbances or nuisances in the premises of BMC.
- 7) To control incoming and outgoing traffic and to keep record of their movement in and out of the premises as well as to regulate parking of vehicles in the premises of BMC.
- 8) To bring to the notice of BMC' s authorized representative any suspicious activity noticed during or after office hours in and around the premises of BMC.
  - i. To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of BMC.
  - ii. To conduct any internal investigation required by the BMC in the interest of the Security of BMC.
- 9) To attend to fire-fighting in case of emergency and to assist in conducting periodic mock drills of fire-fighting system in BMC .
- 10) In the event of any special circumstances including labor un-rest or strike, to provide special escorts for essential staff and Senior Officers as and when requested for as well as to deploy additional security personnel at short notice as per requirement of BMC.
- 11) To switch off all electrical points, AC equipment, pumps and other equipment, etc. after office hours in all the buildings.
- 12) To lock all the doors of the buildings after office hours and open half an hour before office opening hours.
- 13) The appointed staff must be polite and well qualified for their concern jobs. The appointed staff should not leave their spots during working hours.
- 14) To maintain the records of the material movement of both returnable and non-returnable and also to check /verify the movements of materials as per the instructions given in the approved format.
- 15) The bidder shall have office in Mumbai/ Thane/ Navi Mumbai jurisdiction.
- 16) The representative of the successful bidder should extend courteous service befitting to the Institute, a Premier Accounting Body in the country and in no circumstances will behave unmannerly with the staff and visitors.
- 17) The successful bidder should take utmost care not to leak/divulge any information of BMC.
- 18) The losses sustained to BMC due to negligence of the services of the agent in the form of loss/damage of property will be recoverable from the agent as per the estimation in terms of money value by BMC and the decision of BMC in this regard will be final and binding on the agent.
- 19) The successful bidder shall maintain the highest standard of ethics during the execution of contract.
- 20) The successful bidder shall have their representatives accessible either by person or by phone during or after office hours.

- 21) The successful bidder will be responsible for compliance with all central and state laws as per rules/ regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period. If any amount is payable to the Institute to any statutory authorities related to this contract/ job, same will be recovered from the bill of the successful bidder.
- 22) The successful bidder shall not assign the contract or any part thereof without the prior written consent /approval of the Institute. The agency shall also not sublet the work or part of the work except with the written consent of BMC and such consent even if provided shall not relieve the agent from any liability or any obligation under the contract.
- 23) The offer should be valid for a **180 Days only** from the date of opening of technical bid.
- 24) The contract will be valid for a **period of One Year** and after expiry of one year BMC will evaluate the performance of services of the agency. If the services are found satisfactory, the Hon.Municipal Commissioner reserves the right to extend the contract for another one year or two years on the same terms & conditions.
- 25) The contractor shall himself supervise the execution of works or shall appoint a competent Supervisor approved by the Corporation to act in his stead. Orders given to the contractor's Supervisor shall be considered to have the same force as if these had been given to the contractor himself.
- 26) The contractor shall maintain daily muster of appointed staff and shall submit along with bill. All the lifesaving items / equipment and materials shall be provided by the contractor as per the requirement. The lifesaving items / equipment and materials provided by the contractor should be of high quality. Contractor shall keep the record of such purchased items / equipment, and shall submit details to BMC.
- 27) All the personnel provided for undertaking the services shall be provided with required uniform and lifesaving equipments and should maintain decent behavior. The contractor shall issue identify card / identity documents of the employees who are deployed to execute the work.
- 28) The BMC shall have the rights to remove any deployed Life guard personnel from the duty who is considered to be undesirable. The contractor shall not employ person of age below 18 and they should be sound in health in carrying out the duty and should not have infected diseases.
- 29) In case of any accident caused to the appointed personnel during the work period, it is the sole responsibility of the successful bidder to meet any expenditure in this regard.
- 30) The contract may be terminated by BMC, in case of serious negligence or serious breach of any of the terms and condition of the contract.
- 31) The contractor shall submit Police verification of their staff within 15 days after work order is issued. Also the successful contractor shall have to submit the list of persons appointed for the job with details such as name, residential address, age, qualification and experience etc. The changes made in the staff shall be informed to BMC's Manager-in-charge in writing with details as stated above.
- 32) The cost of any damage to Municipal property, injury or death caused during the execution of work or any claim arising out of it shall be the responsibility of the contractor and the cost if any towards the same shall be recovered from the contractor's bill.
- 33) The tenderer has to provide additional manpower and equipment on special days as defined in the contract.

- 34) The insurance of life guards, all appointed personnel and all equipment to be the responsibility of tenderer. No claim or compensation for whatsoever reason will be paid by BMC. No any physically partial or any disable person and the person having disability like deaf or dumb shall be allowed to work as a life guard.
- 35) Deployed personnel should speak Marathi.
- 36) The Contractor shall strictly observe and adhere the following from their deployed personnel,
- A. Are always smartly turned out and vigilant.
  - B. Are punctual and arrive at least 15 Minutes before start of their duty time.
  - C. Take Charges of their duties properly and thoroughly.
  - D. Perform their duties with honestly and sincerely.
  - E. Read and understand their post and site instructions and follow the same.
  - F. Extend respect to all officers and staff of the BMC.
  - G. Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
  - H. Will not gossip or chit chat while on duty.
  - I. Will never sleep while on duty post.
  - J. Will not read newspaper or magazine/books, while on duty and will not look, listen, watch mobile or any other entertaining device.
  - K. Do not entertain visitors.
  - L. Shall not smoke/drink/chew alcoholic/tobacco material in the premises.
- 37) 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 % of the gross amount of each bill submitted. Any ex-patriot 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. No interest will be paid for delayed payments due to disputes etc.
- i. The rates should be inclusive of cost towards deploying man power, all charges towards, statutory compliance such as PF, ESIC, Bonus, Gratuity, Leave Compensation, etc. and all taxes and inclusive of cost of uniforms to be provided from time to time. However, component towards GST shall be separately shown. All the personnel provided for undertaking the services shall be governed by Govt. of India Minimum wages act EPF / and ESIC and all statutory recovery & remittance shall be taken care by the contractor.
  - ii. Quoted rates should be free from any pre-conditions regarding payments etc. or otherwise offers are liable to be rejected.
  - iii. The quoted rates should not be less than the minimum wages fixed by the respective statutory authority. The contractor shall liable to pay, the monthly wages on or before 7th of succeeding month to his deployed Life guard personnel in accordance to applicable minimum wages act.
  - iv. There will be no escalation in the price during entire contract period.
  - v. Benefit of any decrease in taxes/duties shall be passed on to the BMC by the agent.

- aa) Payment will be made to the contractor on monthly basis based on the number of personnel deployed at different locations duly certified by the representative of the BMC. TDS will be deducted as per the prevailing rate. However, the contractor should not link the payment to his personnel with the payment to be received from the BMC with regard to his bills.
- (i) The BMC reserves the right to cancel the agreement by giving one month notice in writing without assigning any reason whatsoever.
- (ii) The contract shall be terminated if the service of the agency is not found satisfactory or the agency changes the rate of contract during the contract period.
- (iii) In case the successful bidder fails to execute the job as per the terms and condition of the agreement, the balance /total work will be got executed through other agencies at the agent's risk and cost.
- ab) The losses to the BMC which are directly attributable to the successful bidder shall be deducted from the bills/ adjusted from the performance guarantee.
- ac) In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the same shall be referred to a sole arbitrator to be appointed by the BMC. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at Mumbai. The award of the arbitrator shall be final and binding to both the parties.
- ad) If any time, during the contract period, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war or hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosions, bad weather, earthquake or similar natural calamities, epidemics, strikes, lockouts or act of God (hereinafter referred to as events) then any force major condition herein mentioned occur and continue for a period exceeding 15 days, the parties here to undertake to sit together and devise for expeditious and proper performance of the obligations of the parties under this agreement.
- ae) The agent would register himself with all statutory authorities including GST authorities pertaining to this job and pay the required taxes, fees, and applicable cess on regular basis. The proof of deposit of aforesaid fees/ taxes are to be submitted along with the next bill (proof of the GST or applicable taxes paid in the 1<sup>st</sup> running will be submitted in the 2<sup>nd</sup> running bill.)
- af) Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
- ag) All the pages/documents of the Tender should bear the dated signature of the tenderer.
- ah) Tenderer may visit the site on any working day during working hours for assessment of job and site conditions at the following address:-
- ai) Penalty: During inspection rounds of BMC staff, if the staff is not found on duty, a penalty per absent staff each for each incident will be recovered from the bill or penalty as per mentioned in the scope of work/Penalty section of this document.

- 38) Payment will be made monthly after completion of satisfactorily of work and submission of Proper reports and bills by the tenderer.
- 39) The office estimation (wages for the skilled, semi-skilled & unskilled workers) for this tender work is including of 49.58% levy charges. The payment of the levy charges is in the form of reimbursement i.e. the amount paid by the contractor towards levy charges will be reimbursed to the contractor.
- 40) Contract will be terminated immediately & contractor will be blacklisted if any appointed staff/personnel found guilty for demanding money from swimming pool members, visitors and guests.

**Coordinator**

Sports & Entertainment

We confirm having read, understood and accepted all the terms and conditions of this tender as enumerated herein above.

Signature:

Name of the Agency:

Place:

Designation:

Seal:

Date:

**Annexure 1**

**Details of Inputs/ Information to be provided by the tenderer**

<b>Sr. No.</b>	<b>Items</b>	<b>Information /inputs to be filled by the tenderer (if required separate sheets may be enclosed)</b>
1.	<b>Name and address of the agency,</b> Telephone number, fax,	
2.	<b>Type of organization</b> (Whether	
3.	<b>Name and address</b> of the directors/ proprietor /partners	
4.	Year of formation of the company/ Experience as a security	
5.	<b>Nature of business</b> carried by the	
6.	<b>Branches</b> in other cities in India and contact details	
7.	Any <b>sister concerns</b> and their	
8	<b>Details of registration</b>	
9.	<b>Banker's name and address</b> (Bank solvency certificate to	
10.	Total number of <b>employees</b> of the firm	
11.	Contact number in case of emergency	
12.	<b>Income tax return</b> for the last three financial years	
13.	Total turnover of the agency during last three financial years	
14.	Details of registration with statutory authorities like PF, Gratuity, ESI etc	
15.	<b>(a) Service tax number/ certificate</b> <b>(b) PAN number</b>	
16.	<b>Change of the firm name at any time. If so, when and reason thereof</b>	
17.	<b>Infrastructure details</b>	
18.	<b>Dispute, if any</b>	

Copies of relevant documents are to enclosed in support of above information.



**Undertaking:**

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Date : Signature of the authorized

signatory of the agency

## **Section No. 15**

# **Directions to tenders for filling in the bill of Quantities & Rates**

**DIRECTIONS TO TENDERERS FOR FILLING IN THE BILL OF QUANTITIES & RATES**

1. The tenderer shall fill/upload in the specified item rate will be considered as at par (by default also). Corrections, if any, can be made till end date (i.e. Last date) and time, before submitting the bid.
2. The specified item rate quoted shall hold good for all work done under this contract
- 3.

Sr. No.	Description	Unit	Quantity/ Period	Amount to be fill up by bidder. (in figure and in Words.)
1	Contract for Operation & maintenance of swimming pool and allied structures at Worli swimming pool, in G/S Ward.	Service Job	One Year (12 months)	<i>Do not quote your rates here. Quote your rates in Mahatender System only</i>

4. Quantity of works mentioned in the Schedule should be observed and the specified item rate should be well scrutinized with the consideration of specification before submitting the tender as no variation in rates etc. will be allowed on any ground such as mistake misunderstanding etc., after the tender has been submitted.

***Do not quote your rates here. Quote your rates in Mahatender System only.***

Signature and Seal of bidders

**Section No. 16**  
**Special Directions to the**  
**Tenderer**

### **SPECIAL DIRECTIONS TO THE TENDERER**

- A. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
- B. The tender will be accepted only on the PERCENTAGE basis; otherwise the tender will be straight away rejected.
- C. The successful tenderer will have to execute a written contract on the standard form of contract.
- D. Firm with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father, mother and minor son / daughter and brother / sister and minor brother / sister, shall not tender separately under different names for the same contract
- E. (A) If it is found that firms are described in clause 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 firm / establishment shall be liable at the discretion of the Municipal Commissioner for further penal action including blacklisting.  
(B) If it is found that closely related persons as in clause - 17 have submitted separate tenders / quotations under different names of firm / establishment but with common address for establishments / firms and/ or if such establishments / firms though they have different addresses are managed or governed by the same person / persons jointly or severally, such tenders shall be liable for action as in clause- (17-A) including similar action against the firm / establishment concerned. If after award of contract it is found that the accepted tender violated any of the clause 17, 17A or 17 B the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractor as well as related firm / establishments.
- F. The rates quoted shall be firm and no variation will be allowed on any account.
- G. Insurance: Before commencing execution of work, contractor should ensure at his cost against any damage, loss or injury that may occur to any property including any employee of Municipal Corporation by an arising of contract. All insurances to be effected by the successful tenderer shall be taken up with the Director of Insurance, Maharashtra State only.
- H. Security Deposit: Successful Tenderer shall have to pay a security deposit as per G.C.C. w.e.f.1.4.2000
- I. Addition / alteration: Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Manager.
- J. Jurisdiction: In the event of dispute between parties, the dispute would be subjected to the jurisdiction of Court in Mumbai.
- K. All charges on account of Royalty, GST and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of works contractors (re-enacted Act 1991, etc. or as amended up to date shall be borne by the contractors. The tenderer shall not be reimbursed the taxes, duties, service tax, cess & charges whatever now in force or may be enforced in future. All charges on account of GST and other duties on material obtained for the works from any source shall be borne by the tenderer.
- L. The Municipal Commissioner does not bind himself to accept the lowest or any tender.
- M. The tenderer shall indemnify and keep indemnified the BMC against all damages or compensation payable by law in respect or in consequence, if any, accident or injury to any workman or any other person, woman in employment of the contractor or any other sub-contractor against all claims.
- N. Income-Tax Clearance Certificate in original shall be submitted as and when demanded.

**Section No. 17**  
**Annexure-‘A’**  
**Conditions Regarding GST**

## Annexure-‘A’

### Tax

GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/ tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation **and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.**

.....

### ‘Special Annexure-I’

Sr.No.	SAC/H SN Code	Item/work Description	Amount inclusive of all taxes and duties	Bidder to indicate the amount of applicable taxes.								
				CGST		SGST		IGST		Other taxes if any		Total amount of taxes
				%	Amount	%	Amount	%	Amount	%	Amount	
Total												

***Do not quote your rates here. Quote your rates in Mahatender System only.***

# **Section No. 18**

## **Procedure for uploading 'Special Annexure-I'**



## **Procedure for uploading 'Special Annexure-I'**

1. Bidders shall upload 'Special Annexure-I' as directed above in PDF format in the folder C only. Bidders shall not upload 'Special Annexure-I' in PACKET A or PACKET B folder. If bidder does not upload 'Special Annexure-I' as given in the reference circular No.CA/Fin./Project/City/08, Dt.14-07-2017 in folder/PACKET C or uploads 'Special Annexure-I' in PACKET A or PACKET B folder, such bidders shall be treated as Non-Responsive.
2. The folder C can be visible/opened only after opening of commercial Packet (Packet C). Commercial Packet (Packet C) shall be opened as per usual practice in the presence of Accounts Officer. Immediately after opening Commercial Packet (Packet C), folder C of all the bidders shall be opened and hard copy of documents/ 'Special Annexure-I' uploaded by bidders shall be taken and be signed by department's concerned officers and Accounts Officer in presence of whom the bid is opened and be kept in sanction file for future reference.

# **Section No. 19**

# **Appendix A & B**

## APPENDIX 'A'

- a) Tender No. : \_\_\_\_\_
- b) Tenderer's Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c) Tenderer's address and Telephone No. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d) Email address : \_\_\_\_\_
- e) Whether registered under ST/GST in Maharashtra Yes / No.  
(Registration must be effective on due date of tender)  
Reg. No. \_\_\_\_\_
- f) Certificate in Support of (e) above, if registered. Enclosed/Not Enclosed

**(Signature of Tenderer)**

**APPENDIX : B**  
**INCOME TAX CLEARANCE CERTIFICATE (if Applicable)**

- (1) Name and style (of the Co., Firm, or Individual) in which the applicant assessed or assessable to Income tax and the addresses for the purpose of assessment:
- (2) Names and addresses of all Companies, firms or associations or person in which the applicant is substantially interested in his individuals or fiduciary capacity:
- (3) The Income tax Circle, Ward /district in which the applicant is assessed to Income tax:
- (4) The following particulars are to be furnished concerning the Income tax assessments for the preceding four years:
  - (a) The total contract amount received during the preceding four accounting years (give date of the closing day of the year) being previous year :
  - (b)

	Total Income	Tax demanded	Tax Balance
	Tax assessed.		Paid

- Note :-**
- a) Tax in Cols.3 and 4 should include all items viz., Income-tax, Sales tax, sur-charges, Excess profit tax and B. P. T.
  - b) If any tax remains unpaid the reasons should be explained in an attached statement.
  - c) In case there has been no income-tax assessment in any year, whether returns have been submitted under section 22(1) or 22(2) or tax has been paid in advance under section 18A(3) of the act, and if so the amount of income returned for each year and tax for each of the four years mentioned above and the Income-tax Circle/Ward/District concerned where such returns have been paid give reasons for the same.
  - (d) Whether any allotment or certificate proceedings pending in respect of the arrears.
  - (e) I/We Declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contractor .....

Registered No.....

Address.....

.....

Date : .....

In my opinion the assessee mentioned above has been doing everything possible to pay the tax demanded, promptly, and to facilitate the completion of the pending proceedings. This will remain valid for one year from the date of issue.

**(Signature of the Income-Tax-Officer.)**

**Seal**

**Circle.....Ward**

- (5) Vendor has to submit EPF & ESIS Registration.

# **Section No. 20**

## **Irrevocable Undertaking**

## Irrevocable Undertaking

(On Rs.500/- Stamp Paper)

I Shri/Smt \_\_\_\_\_ aged, \_\_\_\_\_, years Indian Inhabitant.  
Proprietor/Partner/Director of M/s \_\_\_\_\_ resident at  
\_\_\_\_\_ do hereby give  
Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

## बृहन्मुंबई महानगरपालिका

बृहन्मुंबई महानगरपालिका वरळी जलतरण तलावाच्या दैनंदिन परिचलन आणि परिरक्षणासाठी सुधारित कार्यालयीन अंदाजपत्रक

Sr. No.	Description	Type of work	Shift Timings	No.of staff per day		Material Cost	Per month total	Total for 1st Year
				QTY	Rate			
1	Pumproom Operator-cum-Multipurpose Worker	Pump/Filter plant operation & maintenance & cleaning of the equipments & plant room. Any electrical related work within the premises	First Shift (Skilled)	1	32,668.27		32,668.27	3,92,019.26
			Second Shift (Skilled)	1	32,668.27		32,668.27	3,92,019.26
2	Lifeguard-cum-coaches or Swimming Instrcutor-cum-lifeguards	Four persons per Shift for Lifeguard-cum-coaches services (Reporting 15 Mins. Before batch)	First Shift (Semiskilled) (Two Females)	4	31,172.47		1,24,689.89	14,96,278.66
			Second Shift (Semiskilled) (Two Females)	4	31,172.47		1,24,689.89	14,96,278.66
3	Housekeeping Services	One Female & One Male in each shift is must (Reporting 15 Mins. Before batch)	Morning 05.30 to 13.30 Afternoon 14.30 to 22.30 (Unskilled)	4	28,928.77		1,15,715.09	13,88,581.06
4	Security Services	Round Clock Security personel For 1st & 2nd Shift 2 person/shift For 3rd Shift 1 person/shift	1st Shift 07.00 to 15.00 2nd Shift 15.00 to 23.00 3rd Shift 23.00 to 07.00 (Semiskilled)	5	31,172.47		1,55,862.36	18,70,348.32
5	Supervisor-cum-Multipurpose Manpower	One person per shift for office related works	8 Hrs Shift as decided by BMC (Skilled)	1	32,668.27		32,668.27	3,92,019.26
6	Housekeeping Material	Cleaning material,brooms,liquid soaps,phenyls, dustbins,dustbin bags,door mats etc.				30,000.00	30,000.00	3,60,000.00
7	Filtration Material	Chorine, Alum, chamicals for swimming pool cleaning purpose				70,000.00	70,000.00	8,40,000.00
8	other required Service (replacement & or repairs)	replacement of plumbing material/fixtures, electrical fixtures or lights upto 20W, minor painting , mason work, Gardening/Horticulture work, Carpentry work related job with material				25,000.00	25,000.00	3,00,000.00
9	Office Expenses	Internet/Telephone/ Stationery/ Printing material etc.				6,000.00	6,000.00	72,000.00
10	Total (1) to (9) :-						7,49,962.04	89,99,544.48
11	9 % Profit Margin for contractor :-						67,496.58	8,09,959.00
Grand Total (10) and (11) :-							8,17,458.62	98,09,503.48
<b>Grand Total for One Year :-</b>							<b>98,09,503.48</b>	
<b>Say Rs.</b>							<b>98,09,510.00</b>	

उपरोक्त कार्यालयीन अंदाजपत्रक तयार करताना कर्मचा-यांच्या वेतनासाठी कामगार आयुक्त यांचे कार्यालय, "कामगार भवन" ई-ब्लॉक,सी-20,वांद्रे कुर्ला संकुल वांद्रे (पूर्व), मुंबई-51 ह्यांच्या मार्फत

दि.01.08.2023 रोजी प्रसारीत करण्यात आलेले वेतनाचे दर आधारभूत धरण्यात आलेले आहेत.

समन्वयक

(क्रीडा व मनोरंजन)