

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of Chief Medical Superintendent & Health of Department (Secondary Health Care Services), 2nd and 7th Floor, K.B.Bhabha Hospital Building, R.K.Patkar Marg, Bandra(W), Mumbai – 400 050.



TENDER DOCUMENT FOR “Providing Intensivists Services for ICU units on out-source basis for various peripheral Hospitals for a period of Two years

FOR
B.M.C.

MUMBAI

Mahatender ID:

2025_MCGM_1146687

BRIHANMUMBAI MUNICIPAL CORPORATION
Office of Chief Medical Superintendent & HOD (SHCS), 7th Floor, K.B.Bhabha
Hospital Building, R.K.PatkarMarg, Bandra(W), Mumbai – 400 050.

PREAMBLE

The Brihanmumbai Municipal Corporation invites Tender **FOR “PROVIDING INTENSIVISTS SERVICES FOR MICU/SICU/EMS UNITS FOR VARIOUS PERIPHERAL HOSPITALS.**

The ownership of the said structure is vested with BMC.

- The BMC is planning to develop MICU/SICU/EMS UNITS.
- The proposal consists of running MICU/SICU/EMS UNITS at various BMC Hospitals as listed in section.
- The prospective bidder/service provider shall have intention of PROVIDING INTENSIVISTS SERVICES FOR MICU/SICU/EMS UNITS so as to cater the said health services to middle class/needly & poor citizens at a very nominal rate not more than prevailing BMC rates.

1. E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
Office of Chief Medical Superintendent & HOD (SHCS), 7th Floor, K.B.Bhabha Hospital Building,
R.K.Patkar Marg, Bandra(W), Mumbai – 400 050.

Sub: E-TENDER NOTICE FOR Providing Intensivists Services for ICU units on outsource basis for various Peripheral hospitals for a period of Two years

No CMS&HOD/SHCS/11276 Dated 10.02.2025

Mahatender ID:

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

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his mail ID. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, interested bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>).

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

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

Sr. No.	Description	E-Tender Price (Rs.)	EMD (Rs.)	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Providing Intensivists Services for ICU units on outsource basis for various peripheral Hospitals for a period of Two years Bid No. 2025 MCGM 1146687	27,500/- + 18% GST	7,28,000/-	11.02.2025 at 11:00 hrs.	25.02.2025 till 15:00 hrs.

The pre-bid meeting will be held **on 18.02.2025 at 3.00 pm, venue of the same is at 3rd Floor, Office of DMC(PH), Municipal Head Office, Annex Bldg., Mahapalika Sabhagarh Marg Mumbai 400 001.**

The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. The tender document is available on BMC portal (<http://www.mcgm.gov.in>) along with this tender notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>)

The tenderer shall have to **pay EMD of Rs. 7,28,000/-** through on line payment only.

Note :-The tenderers shall have to pay the tender EMD amount through on line payment only.

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

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

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

**By Order of the
Commissioner of Brihanmumbai Municipal Corporation**

**Sd/-
CMS&HOD(SHCS)(I/c.)**

For detailed tender document please scroll down

2 - HEADER DATA

Mahatender ID:	2025_MCGM_1146687
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Providing Intensivists Services for MICU/SICU/EMS units on outsource basis for various Peripheral Hospitals for a period of Two years
Estimated Cost	N.A.
Scrutiny fee of E-Tender	Rs. 27,500 + 18% GST
Earnest Money Deposit	Rs. 7,28,000/-
Pre Bid Meeting	<u>On 18.02.2025 at 15.00 Hrs.</u> <u>Venue-3rd Floor, Office of DMC(PH) Municipal Head Office, Annex Bldg., Mahapalika Sabhagarh Marg Mumbai 400 001.</u>
Start Date and Time of Bid Submission	11.02.2025 at 11.00 Hrs.
End Date and Time of Bid Submission	25.02.2025 up to 15.00 hrs.
End date & time for receipt of EMD	25.02.2025 up to 15.00 hrs.
Opening of Packet A	28.02.2025 from 15.00 Hrs.
Opening of Packet 'B'	
Opening of Packet 'C'	11.03.2025 at 15.00 Hrs.
Address for Communication	Office of CMS&HOD(SHCS), 7 TH Floor, K.B.Bhabha Hospital Building, Bandra(W), Mumbai – 400 050. Tel. No. 022-26405226 Ext. 4530
Venue for opening of bid	Same as above

This tender document is not transferable

3. Instructions to Vendors participating in e-Tendering Process

1.	The e-Tendering process of BMC is enabled through Mahatender portal (http://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal.
2.	Bidder should do online enrolment in this portal using the option click here to enrol available in the Home page. Then the Digital signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudra CA/GNFC/IDRBT/MTNL Trust line/Safe Script/TCS.
3.	Bidders then logs into the portal giving user id/password chosen during enrolment and follow the instruction given in the document "Bidders manual kit-online bid submission – Three Cover Bid Submission New" which is available on e-tendering portal of Government of Maharashtra i.e. https://mahatenders.gov.in
4.	the e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped on an account cannot be remapped to any other account. It can only be inactivated.
6.	The bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7.	After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarification, this may be obtained online through the e-Procurement Portal or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and/or Tender Document.
12.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Bidders should submit the receipt of fee paid to process EMD refund. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.
13.	The bidder reads the terms and conditions and accept the same to proceed further to submit the bids.
14.	Additional information can be availed by referring to FAQs in the e-Procurement section of BMC portal.
15.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 from 11.30 AM to 5.00 PM on all working days of BMC.
16.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problem at their end, inter problems, User ID locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
17.	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.
18.	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.
19.	The bidder may submit the bid documents online mode only, through mahatender portal. Offline documents will not be handled through this system.
20.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
21.	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 the participate in the bid opening event.
22.	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.
23.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. If the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
24.	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.
25.	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 redable only after the tender opening by the authorized individual.
26.	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.
27.	All the tender notices including e-Tender notices will be published under the ‘Tenders’ section of BMC portal and on Mahatender portal.
28.	All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link “Vendor Registration” under the “e-Procurement” section of BMC portal. Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
29.	Manual offers sent by post/Fax or in person will not be accepted against e-Tenders even if these are submitted on the Firm’s letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
30.	As BMC has switched over to e-Tendering, if any reference in this tender document are found as per manual bidding process like Packet A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
31.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.

32.	The browser setting required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
33.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
34.	Additional information can be availed by referring the FAQs under FAQ on Home Page of Mahatender portal.
35.	For any help, in the e-Tendering process, can be availed by dialling help-desk number or Email support provided under contact as on Home Page of Mahatender Portal.
SPECIAL NOTE:	
<p>Tenderers are requested to go through the bid submission guidelines as given I Bidders manual kit-online bid submission-Three Cover Bid Submission New on e-tendering portal of Government of Maharashtra i.e. http://mahatenders.gov.in</p> <p>Bidders who wish to participate in the Bidding process must register on the website http://mahatenderrs.gov.in/nicgep/app. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.</p> <p>Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authority (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in)</p>	

3. FLOW OF ACTIVITIES OF TENDER

1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal& Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the “Tenders” section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the „e-Procurement“ section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
7.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of BMC Ward offices Citizens Facilitation Centers (CFCs) by collecting Challan from Office of CMS&HOD (SHCS).
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the BOQ template should be uploaded after filling the relevant columns.
9.	Technical offer, i.e. Packet “B” of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet “C” of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online. After finalized L1 bidder, it is necessary to give demonstration of quoted model by L1 bidder.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
13.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Supply of materials described in the specifications and as per terms & conditions.

5. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

<p>Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexure”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is Two years subject to annual performance appraisal or till the vacancies are filled up whichever is earlier from date of acceptance.</p>	
<u>Eligibility Criteria</u>	
1.	<p><u>Who can Quote:</u></p> <p>a) The bidder/service provider should be either a corporate hospital/Organization /Association of Doctors/ Limited Company/Private Limited Company / Partnership or Proprietary Firm / NGO / Trust) providing Intensive care services. The project is designed and will be offered for <u>PROVIDING INTENSIVISTS SERVICES FOR MICU/SICU/EMS UNITS</u> to the successful bidder/service provider.</p> <p>b) <u>Turnover:</u> The Average annual turnover of the bidder during last three financial years shall be <u>minimum Rs. 2,54,54,520/- (i.e. per annum Rs 84,84,840/-)</u>. For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded in support of turnover (PACKET A)</p> <p>c) <u>Experience:</u> The service provider shall have experience in <u>PROVIDING INTENSIVISTS SERVICES FOR MICU/SICU/EMS UNITS</u> activities for at least two years prior to due date of the tender. OR The service provider shall have experience in operating and managing a Hospital / Nursing Home for last two years and having facilities for <u>running MICU/SICU/EMS UNITS</u> in past ten years prior to due date of the tender. Experience Certificate, documentary evidences shall be uploaded during the submission of the tender (<u>Annexure –5 & 5a)</u>. Service provider shall have to upload original copies of the experience /documentary evidences in support of the experience.</p> <p>d) <u>Minimum Requirement and Qualification of various faculties:</u> The ISP (Intensivist Service Provider) shall have to upload the declaration stating details of the faculties i.e. list of Doctors with requisite qualifications and experience as per Annexure B during the submission of the tender This declaration shall have to be upload on Rs. 200/- stamp paper duly notarized with sign and seal to be upload in Packet A.</p> <p>e) The tender shall be uploaded by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet ‘A’.</p>
2.	<p><u>Where and how to submit the tender</u> (Refer Section 4-Flow of activities of Tender & Section 5: Instructions to Tenderer participating in e-Tendering.) The e-Tendering process of BMC is enabled through Mahatender portal https://mahatenders.gov.in in three packets system i.e. Administrative Bid (Packet A), Technical Bid (Packet B) & Commercial Bid (Packet C) along with EMD. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital Signature certificate should be obtained from competent authority. However, the e-tender website or helpline numbers may guide you for obtaining the same. Deadline for submission of bid – as per schedule mentioned in tender notice.</p>
3.	<u>The Three Packets system:</u>

i.	The tenderer should upload tender in three Packets system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.
ii.	All the documents should be strictly uploaded in P.D.F. Format.
iii.	If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'A, & 'B' at the time of Bid Submission then the tenderer shall submit the same online in Mahatender Portal within 7 working days from the date of intimation from BMC.
iv.	If the information of shortfall documents asked by concerned BMC officer through Mahatender portal is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as non-compliance of the shortfall from the tenderer end and his offer will be treated as non-responsive.
v.	The tenderer shall not disclose/quote the rate of the items in packet A/B (Bill of Entry, Purchase Orders). (Any price/rupees/amount should be masked). The document where price/rupees/amount are not masked will not be accepted and item will be considered non responsive.
vi.	The tenderer must scan and upload the currently valid documents including the due date and time of tender.
vii.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	All addendums/corrigendum shall be uploaded along with tender document.
A)	<u>Administrative documents - Packet 'A'</u> The following documents shall be submitted in the Packet A:
1)	Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years.
2)	The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 months prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
3)	Certified copy of latest partnership deed in case tenderer is a partnership firm. Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head office before Execution of Contract.
4)	Firm/Company/Sanstha Registration Certificate e.g., Certification of Incorporation/Articles of Association/Memorandum of Association etc.
5)	List of all Directors/Partners with complete residential & Business address, Telephone No., Mobile No. and e-mail ID alongwith their signature on letter head of the tenderer.
6)	<u>Power of Attorney:</u> If tender is signed by a person holding power of attorney. The postal address of residence, business along with telephone no., fax no., mobile no. and e-mail id shall be furnished.
7)	Registration certificate under ESIC Act 1948 if 10 or more workers are on the establishment of Tenderer. OR valid Declaration on Rs. 200/- stamp paper if registration under ESIC Act is not applicable.
8)	Registration certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR valid Declaration on Rs. 200/- stamp paper if registration under EPF & M Act 1952 is no applicable.
9)	Particulars about the Tenderer on Letter Head of the Tenderer (Annexure -1)
10)	Tender form on tenderer's letter head with signature of Proprietor/Managing Director/2 Directors/All partners as the case may be. (Annexure -2)
11)	Notarized Declaration made by the tenderer on Stamp Paper of Rs. 200/- with signature of Proprietor/Managing Director/2 Directors/All partners as the case may be presence of 2 witnesses. (Annexure-3)
12)	Authorization letter for attending tender opening (Annexure-6)

	13) Articles of Agreement (Annexure 7)
	14) Tender document (except Annexure)
	15) VAT / GST Registration and Clearance Certificate (as applicable).
	16) PAN CARD a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
	17) Copies of last three years of Income Tax returns
	18) Agreement of integrity pact (Annexure- 10)
	19) Authorization letter of authorized representative for downloading and uploading tender on the letter head of Service provider (Bidder)
	20) Declaration of Service Items Quoted on letter head of the Bidder. (Annexure – 11)
	21) Declaration for Qualifications and numbers of various Intensivists Drs. available on letter head of the Bidder
	Annexure only for information: (Not to upload in Packet A)
	01) List of the Bank (Annexure –08)
	02) Grievance redressal Mechanism (Annexure –09)
	Note: If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self-attested, signed, scanned copies of the documents asked for. <u>Also, it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non-submission of documents in packet 'A'.</u>
(B)	<u>Bidder's Folder: Packet 'B'</u> The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.
	<u>Technical Documents Packet B</u> 1. Performa for Service Provider (Annexure – 4) 2. Past performance/ experience certificate. (Annexure– 5 and 5a) Past Performance or Experience Certificate should be in the name of Bidder. 3. Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc.

	<p>Note: If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self attested, signed, scanned copies of the documents asked for.</p> <p>Also, it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet “B”</p>
	<p><u>NOTE 1: All the documents in Packet ‘A’, Packet B and C should be uploaded in P.D.F. Format only.</u></p> <p>The documents which are uploaded in Packet A, Packet B and C with bid original of which, if called, shall be produced for verification within 3 days. Also, if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However, if competent authority agrees to accept, the short documents of Packet A, Packet B and C the same will be accepted by imposing penalty of Rs. 2000/- per document</p> <p><u>Administrative and Technical Bid will be opened on</u> the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet ‘A’ and technical documents in Packet “B” are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.</p> <p>The Bidder shall be required to upload original copies of the relevant documents / evidences in support of technical ability for technical evaluation.</p> <p>A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened</p>
(C)	<p><u>Commercial bid:</u></p> <p>The commercial bid has to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>Commercial Bid will be automatically generated as per item data. Tenderer/Service Provider should fill rate for the services mentioned in the Item data tab.</p> <p>Note: <u>** All the documents uploaded in Packet ‘A’, Packet ‘B’ & Commercial Packet should be digitally signed.**</u></p>
	<p><u>Note-2:</u> While quoting the percentage of service charges, it must be inclusive of all taxes, duties as applicable except service tax. <u>Service tax will be paid by the BMC separately as per applicable rate from time to time.</u></p> <p><u>Selection of Tenderer :- (Splitting of the tender)</u></p> <p>Evaluation shall be done and allotment of services shall be decided on Item wise lowest service provider. Accordingly the <u>Item wise Lowest Service Provider</u> will be appointed for PROVIDING INTENSIVIST SERVICES FOR MICU/SICU/EMS UNITS ALONG WITH DIALYSIS SERVICES.</p>
4.	<p><u>Documents to be uploaded</u></p> <p>All required original documents (or Attested Photocopies of specific documents) shall be scanned & uploaded. The documents shall be attested from Gazetted officer of the State/central Government or from the Officer of Brihanmumbai Municipal Corporation not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet A and Packet B).</p>

5.	<p><u>Procedure for the opening of the tender Packet</u> <u>Packet ‘A’ will be opened online on the due date and due time as stated in the header data when the tenderer or his authorized representative will be allowed to remain present. Packet “B” will be opened only if the administrative offer in Packet ‘A’ is acceptable. Commercial Packet will be opened only if administrative offer in Packet ‘A’ and technical offer in Packet “B” is found acceptable in case Administrative offer and technical offer in Packet ‘A’ and Packet “B” is found non acceptable or found incomplete Commercial Packet will not be opened and offer will be kept out of consideration. The date and timing of opening of Commercial Packet will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained.</u></p>
6.	<p><u>Authentication for documents</u> The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors’ dues the damages/losses occurred thereof.</p>
7.	<p><u>Translation of certificates</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>
8.	<p><u>Sign and seal:</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <ul style="list-style-type: none"> i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only. ii) If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only. iii) If a limited company/Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
9.	<p><u>Paying E.M.D.</u> The tenderer shall have to pay EMD of Rs. 7,28,000/- through on line payment only <u>Note: The tenderers shall have to pay the tender EMD amount through on line payment only.</u></p>
10.	<p><u>Refund of E.M.D.</u> The EMD shall be refunded to the unsuccessful tenderers in due course of time. However, in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the B.G. 5% contract deposit for due execution of the contract. OR The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. The EMD of contractors, who have submitted BG in lieu of 5% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.’s office.</p>

11.	<p><u>Pre-bid Meeting :-</u> The pre-bid meeting will be held on 18.02.2025 at 3.00 pm, venue of the same is 3rd Floor, Office of DMC(PH), Municipal Head Office, Annex Bldg., Mahapalika Sabhagarh Marg, Mumbai 400 001.</p> <p>The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through BMC Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.</p>
12.	<p><u>Name of Partners</u> All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>
13.	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p>
	<p>(A) If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p> <p>(B) If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned.</p> <p>(C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
14.	<p><u>Contract deposit value</u> Successful tenderer shall have to pay a contract deposit @ 5% of contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation valid for at two and half year as same will be retained up to 6 months after completion of contract period.</p> <p>The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically</p>

	<p>endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.</p>
15.	<p><u>Execution of written contract</u> In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the Chief Accountant and/or CMS&HOD(SHCS) should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and CMS&HOD(SHCS) should be informed accordingly. Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 15 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender and their EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16.	<p><u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.</p>
17.	<p><u>Unconditional offer:</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
18.	<p><u>Variation in rate</u> Tenderers shall fill in the tender carefully after noting the scope of work of the required services. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
19.	<p><u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable except Service Tax. Service Tax will be paid by BMC separately / extra as per applicable rate from time to time. If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.</p>
20.	<p><u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
21.	<p><u>Alternative clauses in tender.</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>

22.	<u>Validity:</u> The validity of the offer should be for at least 90 days from the date of the opening of the tender. Tenders specifying validity less than 90 days shall be rejected outright.
23.	<u>Bidders address</u> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per format given in Annex - 1</u>
24.	<u>Order</u> The user department will place the service orders as and when required
25.	<u>Contract</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. <u>Tenderer must distinctly understand:</u> That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
26.	<u>Contract Postponement:</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.
27.	<u>Acceptance of Tender</u> The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
28.	<u>Acknowledging communications</u> Every communication from the CMS&HOD(SHCS), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
29.	<u>Jurisdiction of courts</u> In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
30.	<u>Taxes and Duties</u>

	<p>All the rates quoted by the tenderer should be inclusive of all taxes and duties except service tax. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.</p>
31.	<p><u>Information regarding payment</u> Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract. Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment. <u>NOTE 3 :- The rates to be quoted in this tender shall be inclusive of all the taxes and duties as applicable except service tax.</u></p>
32.	<p><u>Rejection</u> If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
33.	<p><u>Penalty</u> If the successful tenderer fails to comply with work/purchase order within the Service delivery period stipulated, the Municipal Commissioner/ D.M.C.(PH) / Indenting Officer shall exercise his discretionary power either: To recover from contractor as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.OR To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors. <u>Operational Penalty:</u></p> <ol style="list-style-type: none"> i) For absenteeism of any one Dr. in any one shift, accordingly proportionate payment to be given for the same day will be deducted as per the principle of “No work No Pay” and in additional Rs. 1,000/- per bed/shift penalty will be imposed to the service provider and will be deducted from the total monthly bill. ii) However, if there are absentia more than 10 consequences shift or otherwise then for 10 bed penalty will be 1,00,000/-. iii) This penalty will be applicable for all shifts. Instances of repeated absenteeism will attract further legal action which may be initiated as

	<p>deemed fit such as “Legal Notice” or “Proposal for Termination” and “Blacklisting”.</p> <p>iv) It will also be BMC’s discretion to offer any other service provider to give services in the concerned ICU under exceptional circumstances after obtaining competent authorities sanction.</p>
34.	<p><u>Consequence of Substandard /Short supply:</u> Tenderer shall have to provide replacement for outsourced Hospital man power which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned department, and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Brihanmumbai Municipal Corporation.</p>
35.	<p><u>Blacklisting:</u> The firm shall be black-listed, if it is found that: i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/ Information OR iii) In case of non-supply of required man power or supply of non-qualified / untrained man power.</p>
36.	<p><u>Payment of legal and stationery charges.</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the Man Power as per prevailing circular.</p>
37.	<p><u>Stamp duty</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.</p>
38.	<p><u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the newspapers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet ‘A’</p>
39.	<p><u>Secrecy</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.</p>
40.	<p><u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises.</p>
41.	<p>The services mentioned in item data are based on the requirement of user department.</p>

42.	BMC has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/-. The details of 'Procurement Redressal Committee' are given in Annexure-11 .
43.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
44.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Brihanmumbai Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."
45.	Tenderer Participating in this bidding process have to furnish the details in Annexure – 1 .
46.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
47.	Risk & Cost :- In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply the Man Power satisfactorily, as per the prescribed time as herein provided or in case, shall fail at once to replace any man power that may have been rejected as herein provided with other, of approved standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which include 15% Administration Cost, shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation.
48.	The Brihanmumbai Municipal Corporation reserves its right to inspect the premises of the company as and when required.
49.	Bidder shall not have been debarred/ black listed by BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
50.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.
51.	The services should be available in all 3 shifts in a day as per the requirement of user department.

6. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

Annexure -1 (Particulars about the tenderer)
(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

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

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

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

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

Annexure 2 (Tender Form)
(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

To

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

- 1) Invitation to Tenderers
 - 2) Instructions to Vendors participating in e-Tendering Process
 - 3) Flow of activities of tender
 - 4) General Instructions to the tenderers
 - 5) Items Descriptions
 - 6) Scope of Supply.
 - 7) Contract Agreement form
 - 8) Annexures
 - 9) Details of the Item Data in SRM: (Rate to be filled by tenderer in commercial offer)
 - 10) Minutes of pre bid meeting,
 - 11) Corrigendum if any
2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Man Power referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.
 3. I/ We have paid the Earnest Money Deposit (E.M.D.) through online payment and we are aware that this EMD shall not bear any interest till it is with BMC.
 4. I / We also agree to keep this e-tender open for acceptance for a period of **90 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
 5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
 6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
 7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

1.
2.
3.
4.

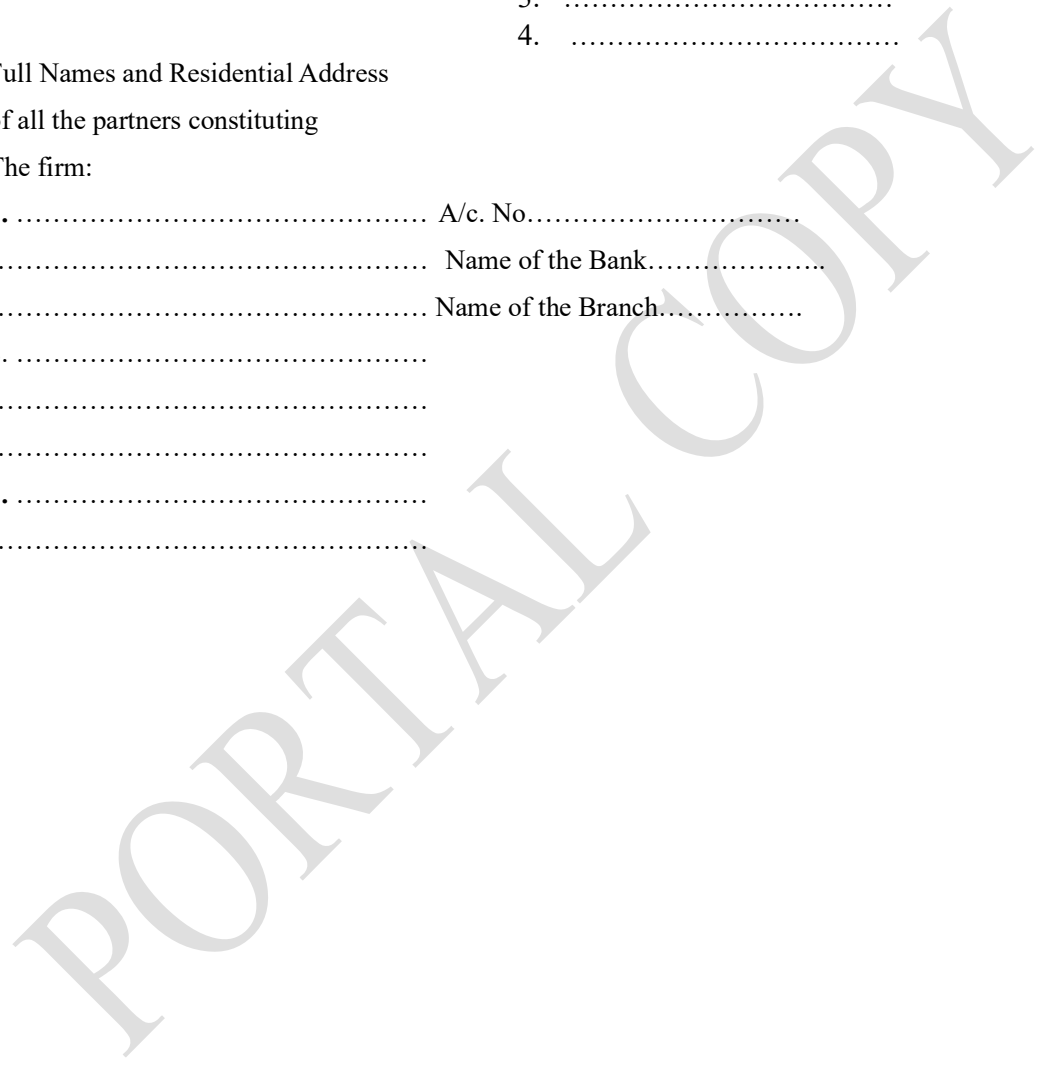
Full Names and Residential Address
of all the partners constituting

The firm:

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

2.
.....
.....

3.
.....



Annexure – 3 (Undertaking to be signed by the Bidder/Service Provider)

(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/11276 Dated 10.02.2025

Mahatender ID No. 2025_MCGM_1146687

Date:.....

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

I / We..... (full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I / we hereby confirm that I / we will be able to carry out the service work offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Brihanmumbai Municipal Corporation Act.
6. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be

required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

8. I / We shall not sublet the work to any agency without prior approval of the BMC.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
- a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the articles valued at not less than 50 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that-
I/We are
- not declared insolvent any time in the past.
 - not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC.
14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years
15. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
19. I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
- OR
- I/We _____ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.
20. I/We _____ hereby declare that we are using the

energy for production purpose. However, there are less than 10 employees / Labors on our establishment.

OR

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

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

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESIC Act 1948 as this act is applicable to our firm.

(Note:- In future if nos. of employee/persons on our establishment will increase as stated above, the valid registration certificate under EPF & MP Act 1952 and ESIC Act 1948 will be submitted immediately.)

21. I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

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

- 19 I/We _____ (Full Name in the Capital Letters starting with surname of the service provider) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for **Providing Intensives Services for ICU units on**

outsource basis for BMC Hospitals for a period of two years as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full control over **quality of the services provided for carrying out the required Hospital Functions as mentioned above, for a period of two years** as mentioned in the tender & in accordance with the specifications therein.

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

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

Full name and complete address with
Tel. Nos.& E-mail address of
all partners
Signature of Tenderer
Trading under the name and style of

yours faithfully,

Office Stamp

WITNESS:

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

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

Annexure 4

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

PRO-FORMA FOR Service Provider
(To be uploaded in PACKET B)

To,
Municipal Commissioner,
Brihanmumbai Municipal Corporation

Dear Sir,

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

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

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

2) Scanned copy of Original letter shall be uploaded.

Annexure 5

No. CMS&HOD/SHCS/11276 Dated 10.02.2025

Mahatender ID No. 2025_MCGM_1146687

Experience Certificate
(To be uploaded in PACKET B)

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

Experience Certificate in respect of total supply of Doctors /Group of doctors/panels, total no. of locations and value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded

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

NOTE: Experience Certificate should be in the name of Bidder/Service Provider. Scanned copies shall be uploaded in the PACKET B. Bidder/service provider shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.

Annexure 5 a

PRO-FORMA FOR STATEMENT OF EXPERIANCE CERTIFICATES

No. CMS&HOD/SHCS/11276 Dated 10.02.2025

Mahatender ID No. 2025_MCGM_1146687

(For the period of last five years)

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

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer:

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

Signature & seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.**

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

Annexure – 6

**No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687**

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING
(To be uploaded in PACKET A)**

No. _____

Date: _____

To,

The Municipal Commissioner,
Brihanmumbai Municipal Corporation

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized to present at the time of opening of above tender due on _____ at 15:00Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 7

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

Pro-forma of Articles of Agreement for Providing Services

Bid No.: _____

Due on : _____

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

Contract for the Supply of Man Power:

During the period from _____ **to** _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

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

in Mumbai under the style and name of Messer's _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ' the Contractor/s') of the FIRST PART and -----
-- Shri. / Smt. _____ the Dy. Municipal Commissioner (PH) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dy. Municipal Commissioner (PH) and any officers of Brihanmumbai Municipal Corporation authorized by the Dy. Municipal Commissioner (PH) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation (Hereinafter called 'the Corporation') of the THIRD PART.

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

AND WHEREAS the Dy. Municipal Commissioner (PH) in pursuance of the power vested in him / her under the provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the Man power _____ mentioned in the schedule / specification here to annexed.

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the said Man Power _____ and / or work thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner (PH.) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (PH.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (PH.) for the due and faithful performance of this contract.

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

1. Contract Period

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

2. Contract deposit.

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

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

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

3(a). Failure to execute Orders

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Dy. Municipal Commissioner (PH) / CMS&HOD(SHCS) / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the BMC.

3(b). Period

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

4. Place of Service

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

5. Quality

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

6. Quantity

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

7. Penalty for Short / Sub Standard supply of Man Power

- i) For **absenteeism** of any one Dr. in any one shift, accordingly proportionate payment to be given for the same day will be deducted as per the principle of “**No work No Pay**” and in additional Rs. 1,000/- per bed/shift penalty will be imposed to the service provider and will be deducted from the total monthly bill.
- ii) However, if there are absentia more than 10 consequences shift or otherwise then for 10 bed penalty will be 1,00,000/-.
- iii) This penalty will be applicable for **all shifts. Instances of repeated absenteeism will attract** further legal action which may be initiated as deemed fit such as “Legal notice” or “Proposal for Termination” and “Blacklisting”.
- iv) It will also be BMC’s discretion to offer **any other service provider** to give services in the concerned ICU under exceptional circumstances after obtaining competent authorities sanction.

8. Replacement of Manpower Tenderer shall have to replace Sub standard/Unskilled outsourced Panel of Doctors /Staff with the standards mentioned in this tender. The tenderer should supply the required Panel of Doctors of standard qualification immediately failing which the same will be outsourced by BMC at the risk and cost of contractors without any further correspondence in this regards.

9. Rejection & appeal

Dy. Municipal Commissioner (PH) or the concerned BMC officer, shall not be bound to assign any reason in case of his rejecting the man power supplied by the contractors, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said work shall be accepted or rejected shall be final and binding on the Contractor(s).

10. Risk & Cost of services

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

be deducted from any moneys due or to become due to the Contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

11. Services can be brought from elsewhere

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

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

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

Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.500/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.

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

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

13. Monetary dealings with the BMC Employees.

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

14. Breach of Contract.

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

15. Dissolution of the Contract

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

16. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between CMS&HOD(SHCS) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the services to be provided by the contractor/s under these presents or any of them or the quantity or sub-standard services thereof or other action taken, or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or CMS&HOD(SHCS) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

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

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

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

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

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

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

20. Termination of the Contract

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

21. Return of the Contract Deposit:

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

22. Banker's Guarantee

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

23. Partnership

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

24. Charges

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

25. Singular – Plural

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

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

27. Acknowledgement

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

28. Penalty

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

(a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the services which the contractors has failed to provide as aforesaid per week or part thereof subject to maximum limit @ 10% Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.

OR

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

OR

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

29. Scope of the Contract

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

30. Operation of the Contract Clauses

The D.M.C. (PH) or his / her successor/s for the time being holding the office of the D.M.C. (PH) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the CMS&HOD(SHCS) shall be deemed to have been signed by

the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner (PH)

Signature, name

Signed, sealed and delivered by

and address of witness —

The said Contractors,

Shri/M/s.....

.....

In the presence of

.....

Contractors

.....

.....

.....

And by the CMS&HOD(SHCS)(I/c.)

In the presence of.....

.....

.....

CMS&HOD(SHCS)(I/c.)

The common seal of the Brihanmumbai Municipal Corporation

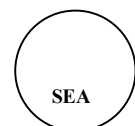
as affixed on the

.....day of

Two thousand,.....

.....

In the presence of



(1)

.....
(2) |

.....

Two Members of the Standing

Committee of the Brihanmumbai Municipal Corporation.

Witness

.....

* Contract examined with the Tender and the resolution of the Standing Committee /
Education Committee No. of and found correct.

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Annexure – 8

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

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 Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

List of approved Banks

A	S.B.I and its subsidiary Banks
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	Nationalized Banks
8	Allahabad 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.
24A	Corporation Bank.

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

60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

ANNEXURE - 9

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, BMC has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, D.M.C.(Central Purchase Department and concerned D.M.C. for the other tenders)]. While making such an application for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

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

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

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

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the 'Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of BMC.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, BMC as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to BMC and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the BMC relating to following issues:

- Determination of need of procurement
- The decision of whether or not to enter into negotiations.
- Cancellation of a procurement process for certain reasons.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

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

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

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ANNEXURE – 10

No. CMS&HOD/SHCS/11276 Dated 10.02.2025
Mahatender ID No. 2025_MCGM_1146687

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the -----month of 20---- between Brihanmumbai Municipal Corporation acting through Shri - -----(Name and Designation of the officer) (hereinafter referred to as the "BMC" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. -----(Name of the company) represented by Shri -----, Chief Executive Officer / Authorized signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BMC invites for the -----

----- (Name of the Stores / Equipment / Service, Tender No. & Date) and the Bidder /Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company/ Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BMC is Urban Local Body.

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC.

- 1.1 BMC commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 BMC will during tender process treat all bidders with equity and reason. The BMC before and during tender process provide to all bidders the same information and will not provide

to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anticorruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of BMC for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The BMC Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

BIDDER/SELLER

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

Witness-1 (BIDDER/SELLER)

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

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

Annexure – 11

No. CMS&HOD/SHCS/11276 Dated 10.02.2025

Mahatender ID No. 2024_MCGM_1146687

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

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

Sr. No.	Description of the Item data	Whether quoted (Yes/No)
Service Charges for running ICU units @ per bed per day		
1	Name of respective peripheral hospital	

This annexure - 11 shall be submitted in Packet “A”.

NOTE :- Bidder / Service Provider shall have to quote the rate for the “Providing Services for running MICU/SICU/EMS Units” (for the listed Hospitals) @ Rs Per bed per day in the item data.

**TENDERER’S FULL SIGNATURE
WITH FULL NAME & RUBBER
STAMP**

Declaration by the tenderer regarding the items quoted. The annexure shall be on the letter head of the tenderer

RESUME TO BE SUBMITTED ON SERVICE PROVIDER'S LETTER HEAD

Name:

Address:



Mob No:-

Employee code:

Aadhar No:

PERSONAL INFORMATION:-

Name :-

Residential Address :-

Date Of Birth :-

Nationality :-

Gender :-

Languages Known :-

Marital Status :-

EDUCATIONAL AND TECHNICAL QUALIFICATION:-

Exam	Board/University	Passing Year	Percentage

WORK EXPIENCE:-

SKILLS:-

DECLARATION BY EMPLOYEE

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

Employee

Sign

Place: -

Date :

DECLARATION BY EMPLOYEEER

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

:

Employers' / Service Providers
Sign and Seal

General Terms and conditions

- 4.1 Agency should provide well qualified and experienced intensivists (trained and experienced qualified doctor for incentive care) in ICU clinic unit of BMC hospitals as per shift duty patten of respective hospital for all days this round the clock 24 by 7 availability of intensivists.
- 4.2 Single tender is being floated inclusive all ICU units as mentioned in Annexure A (List of hospitals and ICUs Unit) where bidder shall quote for each ICU units item wise and hospital ICU unit wise agency will be consider for finalization for bed.
- 4.3 **Each hospital will be treated as a UNIT. Individual L1 will be decided for each Unit/hospital separately.**
- 4.4 An agency may be quote for any one or more number of hospitals ICU units. Lowest rate bidder one for each hospital & ICU unit will be decided and that rate will be applicable for that hospital & ICU units. A bidder may quote for any one or more number of hospitals.
- 4.5 **Maximum 30 ICU beds or either in 1 unit or 2 or 3 units will allocated to single agency where that agency lowest rate may be different for 1 ICU units to other ICU units due to certain special condition.** But under **exceptional circumstances** (if there is poor response and total number of bidders are less than 6) then allocation will be done by the decision of BMC authorities.
- 4.6 Under certain circumstances where due to certain special condition like poor response large variation in price bid etc. at discretion of BMC authorizes more than one ICU unit / more than designated ICU bed may be allocated to agency at lowest rate received for some or different ICU unit. Under **exceptional circumstances** it will be BMC's discretion to award any hospital to the lowest responsive bidder on the basis of total minimum cost to BMC. It will also be BMC's discretion to award maximum hospitals to lowest responsive bidder.
- 4.7 **Negotiation:**
- i) If there is poor response in the remaining hospitals then L2 responsive bidder will be called for negotiation to give services for one of the remaining UNITS **at L1 rates** only. It will also be BMC's discretion to award maximum ICU Beds to the L2 responsive bidder under such circumstances.
 - ii) After L2, preference will be given to L3, L4 ... and so on to all available responsive bidders to award the services for the remaining UNITS at L1 rates. It will also be BMC's discretion to award maximum hospitals to the L2, L3, responsive bidder under exceptional circumstances.
 - iii) Further if, under such **exceptional circumstances**, if none of the L2, L3, etc. responsive bidders are willing to provide services at L1 rates and if the highest rate is not more than 20 percent of L1 then **average** of L1, L2, L3,..and all available responsive bidders will be considered and L2, L3,.. and available responsive bidders will be offered to provide services at average rate respectively in the preferential order. It will also be BMC's discretion to award maximum hospitals to the L2, L3, responsive bidder under exceptional circumstances.
- 4.8 Intensivist service providers for ICU units shall render the ICU services for initial period of **Two** years.
- 4.9 Bidders should note that in case if any of the ICU unit become non functional fully or partly because of unavoidable reasons like repairs or redevelopment, then payment will be done on the basis of the **functional beds** only.
- 4.10 For Medical ICU, Drs. with **post graduate Qualifications** in Gen Medicine / Anesthesia and in Surgical ICU/ TICU Drs with Qualifications in Gen Surgery / Anesthesia. All Drs. should be registered with Maharashtra Medical Council currently

(**Compulsorily**) and should submit the copy of MMC registration certificate and renewal at the time of joining duties in the said ICU of the hospital. The service provider will be immediately terminated and blacklisted if any deployed Dr. is found to be not having the required qualifications and / or valid MMC registration.

- 4.11 Intensivist service providers for ICU units shall provide required number of qualified Intensivists to ICU regularly **for 24 hrs.**, irrespective of Sundays and holidays (24x7x365 days). It is considered that the service provider takes all the necessary actions so as to run the ICU services smoothly.
- 4.12 The Intensivist will perform all the **essential Intensivist** work in the ICU as per the clinical need for the patients.
- 4.13 The intensivists Drs. will also attend to the **references** from Casualty, Wards and step down beds in the hospitals to assess for the status of the patient and whether admission to ICU is required. Or not to be clinical given in writing clinical
- 4.14 The intensivists Drs. will write the **medical notes** with necessary details of patients' complaints, history, examination findings, advise, primary impression, necessary investigations, treatment prescription, transfer notes, referrals and discharge summary in the indoor papers of ICU. They also should do the counseling of the patients and their relatives in brief.
- 4.15 The intensivists Drs. are expected to be **updated** in the medical knowledge and supposed to follow the current SOPs and updated guidelines being followed in BMC and in National Health Programs.
- 4.16 **Qualifications**:** Intensive care service provider should provide following number of Intensivists with given **qualifications** in each ICU per shift in a unit of **10 beds of ICU. Annexure "B"**
- 1) **RMOs** – Total **8 RMOs** – In each shift two RMOs, **1 Assistant RMO** with MBBS qualifications and experience of working in ICU and able to perform Intensive care procedures (Central line, intubation, and others) And **1 Sr. RMO** with post graduate qualifications as MD/ DNB in Gen Medicine / Anesthesia / Respiratory Medicine or equivalent or Diploma in Emergency Medical Services / Anesthesia / Chest Diseases or equivalent. At no time only Asst RMO will work without supervision of Sr RMO. Sr. RMO will also supervise the treatment prescribed is being given properly by the ICU staff.
 - 2) **Sr. Consultant** - 1 Senior Consultant with Post graduate qualifications as MD/ DNB in Gen Medicine / Anesthesia / Respiratory Medicine or equivalent or Diploma in Emergency Medical Services / Anesthesia / Chest Diseases or equivalent and **more than 3 years** experience in the field. Consultants will be Clinical Heads of the unit and responsible medico-legally for the management of ICU patients with the team of RMOs. Consultants will be taking rounds of the patients admitted in the ICU daily, will guide the RMOs for management of patients round the clock and will be always available on call.
- N. B.:** In Bharatratna Dr Babasaheb Ambedkar Hospital, Kandivli the ICU unit has more than 10 beds accordingly additional number of Drs to be deployed proportionately. (Sr. RMO and 3 Asstt. RMOs will be available in each shift).
- 4.17 RMOs will work in three **shifts** as Morning 7 a.m. to 2 p.m. Evening shift from 2 p.m. to 9 p.m. and Night shift from 9 p.m. to 7 a.m. however, in an emergency situation 4 additional doctors should be made available immediately to face the crisis situation. If required on directions of hospital MS/CMO/Sr. MO.

- 4.18 The service provider will deploy the **necessary number** of qualified candidates / Medical Professionals on the abovementioned posts and should not leave duties without giving over to the next duty successive Dr. in person in ICU. **Double duties** to Drs. should be avoided and prior arrangement should be made for any sudden leave of any Dr. Under any circumstances, **no** Dr. should be posted for **consecutive third shift** as per the applicable law, the complication of whatsoever nature if occurs it shall be shouldered legally by the vendor. Also, it will be taken seriously by administration and show cause notice will be issued immediately to the service provider.
- 4.19 In case of **Death of patient** in ICU, proper counseling of the relatives of the deceased should be done by **only Sr. RMO** after consultation with Sr. Consultant, and issue Death Certificate or advise Post Mortem as per the Clinical case.
- 4.20 The service provider will submit the **list of all Drs.** (Sr. Consultant, Sr. RMO, Jr. RMO) and will submit their relevant **documents** (copy of Degree certificate, MMC registration, etc.) to the office of M.S./C.M.O. of the hospitals **within 14 days** after receiving the work order/ letter of intent. In case of any new appointment of Drs, the service provider will inform M.S./C.M.O. of hospital in writing along with their relevant documents. The service provider should keep a force of additional candidates ready in case of sudden leave of any Dr. due to unavoidable reasons so that services are run uninterrupted.
- 4.21 It is expected that the service provider will take **prompt decisions** in order to provide the ICU care of highest quality to the patients in the hospital, and avoid any instances of medical negligence.
- 4.22 The intensivists Drs. should take timely decisions for **admissions**, transfers as well as step down or discharge of the patients in ICU so that maximum number of patients can be benefitted.
- 4.23 The service provider will operate the unit **round the clock** i.e. 24 hours, 365 days. At **no time**, the ICU should be left without any qualified **RMO** (i.e. with qualification as mentioned in the clause 4.16). For any such instance, BMC shall issue a Show cause notice immediately and may propose for termination blacklisting.
- 4.24 If the service provider stopped services without any reason, then his contract will be terminated with immediate effect and will be blacklist for all further work of BMC.
- 4.25 **Penalty clause: *****
- i) For **absenteeism** of any one Dr. in any one shift, accordingly proportionate payment to be given for the same day will be deducted as per the principle of “**No work No Pay**” and in additional Rs. 1000/- per bed/shift penalty will be imposed to the service provider and will be deducted from the total monthly bill.
 - ii) However, if there are absentia more than 10 consequences shift or otherwise then for 10 bed penalty will be 100000/-.
 - iii) This penalty will be applicable for **all shifts. Instances of repeated absenteeism will attract** further legal action which may be initiated as deemed fit such as “Legal notice” or “Proposal for Termination” and “Blacklisting”.
 - iv) It will also be BMC’s discretion to offer **any other service provider** to give services in the concerned ICU under exceptional circumstances after obtaining competent authorities sanction.
- 4.26 The service provider will submit the **duty list of the Drs.** for one week in advance. Service provider should inform officially for the alternate arrangement being made. If in case required to respective MS/CMO.

- 4.27 The ICU work shall be opened for **inspection** to the Committee / Authority accepted by BMC at any time. The service provider shall allow the entry and inspection of the ICU work to the concerned higher BMC Officers and staff and shall co-operate during the said visit.
- 4.28 It will be the responsibility of the service provider **to pay monthly salary to the ICU Drs.** in time and BMC will not bear any cost towards the establishment. The said Doctors in the ICU will **not** get benefits of Municipal Service Regulations (MSR).
- 4.29 In case of **default by the Bidder** in respect of not providing services as quoted by Successful Bidder in his bid at quoted rates, the BMC will be at liberty to terminate the agreement with the Bidder with immediate effect and the work will be allotted to any other bidder / service provider as BMC may find deemed fit.
- 4.30 The Bidder will **indemnify** the BMC for any eventualities / legal complications / disputes for running the said ICU.
- 4.31 The Bidder shall note that the premises including the infrastructure, Plant and machinery, equipments and furniture and fixtures, etc. are the **property of BMC** and no claim, charge, lien, etc. be created for the same. All the equipments will be maintained by BMC.
- 4.32 All the issues related to **Consumer Protection Act / Medico Legal aspects** for management of ICU patients that shall arise will be handled by the service provider.

Annexure “A”
List of Hospitals and ICUs

Sr No	Name of Hospital	Category of ICU	Beds in ICU
1	K.B. Bhabha Hospital, Bandra.	MICU	12
2	V.N. Desai Hospital, Santacruz(E).	MICU	10
3	Krantijyoti Savitribai Phule Hospital, Borivali.	MICU	10
4	Bharatranta Dr. Babasaheb Ambedkar Hospital, Kandivli.	MICU	14
	Bharatranta Dr. Babasaheb Ambedkar Hospital, Kandivli.	SICU*	16
5	K.B. Bhabha Hospital, Kurla.	E.M.S *	10
	K.B. Bhabha Hospital, Kurla.	MICU	10
6	Rajawadi Hospital, Ghatkopar.	MICU	11
7	Pt. M.M. Malviya Centenary Hospital, Govandi.	MICU	10
8	M.W. Desai Hospital, Malad.	MICU	10
9	Shri. Harilal Bhagvati Hospital, Borivali.	MICU	10
10	Sant Muktabai Hospital, Barve Nagar.	MICU	10
11	Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli.	MICU	10
12	Smt. M.T. Agarwal Hospital, Mulund.	MICU	10
		12 MICU, 2 *Surgical ICUs	153

Annexure “B”

Qualifications of Intensivist Drs for 10 bedded ICU and work

Sr. No.	Name of Post	Total no. of Doctors required	Shift wise Distribution			Work
			I	II	III	
1	RMOs	Total 6 RMOs – In each shift two RMOs , 1 assistant RMO with MBBS qualifications and experience of working in ICU and able to perform Intensive care procedures (Central line, intubation, and others) And 1 Sr. RMO with post graduate qualifications as MD/ DNB in Gen Medicine / Anesthesia / Respiratory Medicine or equivalent or Diploma in Emergency Medical Services / Anesthesia / Chest Diseases or equivalent	2	2	2	RMOs will work in rotation duties in three shifts and will work under the guidance of Consultants. At no time only Asst RMO will work without supervision of Sr. RMO
2	Sr. Consultant	1 Senior Consultant With Post graduate qualifications as above and more than 3 years experience in the field	1			Consultants will be Clinical Heads of the unit and responsible medicolegally for the management of ICU patients with the team of RMOs. Consultants will be taking rounds of the patients admitted in the ICU daily, will guide the RMOs for management of patients round the clock and will be always available on call.

Special Instructions and Conditions for Service Provider **(Qualification, Descriptions and Specifications)**

1. The Service Provider should possess the registration/ certificate/license/permit as required under relevant statutes.
2. Tender shall remain open for acceptance subject to the provisions of Clause above for a period of 90 days from the date of opening of the tender and during this period, no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of the Earnest Money Deposited with the Tenderer.
3. The rates quoted will be inclusive of all statutory payments & taxes **except service tax.**
4. The service charge Charges to be provided shall be as per bed per day basis.
5. The Tenderer shall maintain bio matrix attendance for all the hospital staff deployed by them in the Offices of the BMC at Mumbai. Based on their attendance the invoice shall be prepared and submitted to concern Establishment section on every fifth calendar day of the next month.
6. Similarly, in case of absence without substitution, proportionate amount for the said shift with additional penalty of Rs. 1,000/- for the period of absence without substitution will be deducted from the bill presented for payment by the service provider.
The tenderer shall ensure that there is no complaint from such outsourced person about non- payment of wages / dues in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value.
7. Only the payment of charges as per bed per day will be paid for the services provided, the BMC will have no obligations either financial or legal etc., in respect of any of the person provided by the bidder in case of this contract.
8. The Tenderer will have to make all the arrangements at his cost for payment of salary to the persons/Panel provided and all statutory contributions/ deductions etc., in respect of this contract. The registrations required under various statutes including PF Act and ESI Act. Etc. will have to be indicated and they shall be required to produce the Establishment Code issued by the respective appropriate authorities. In case of amendment/modification in provisions of any statutes, the registration if warranted or payment of any charges necessary shall be borne by the Tenderer only.
9. a) The contract will be for a period of two years, subject to annual performance appraisal or till the vacancies are filled up whichever is earlier from the date of written intimation. The contract will be automatically stand terminated as soon as the period of contract or contract value is over. No separate notice will be issued for the termination of the contract.
b) The Municipal Commissioner Reserves right to extend the contract period for further period of 6 months on the same terms and conditions. The successful tenderer is bound to accept such extension orders.
10. The payment towards services provided shall be made by bio metric recording attendance, to the successful Tenderer on monthly basis (after completion of the month) and on submission of bill in triplicate along with the certification in the

prescribed format within 30 days from the date of submission of bills. Payment will be subject to verification of proof of payment of Tenderers of services provided and statutory dues and observance of other statutory compliance. No other charges or claims on any account shall be payable by the BMC and also shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.

11. **The services of manpower to be provided are in the form of contract basis and will not create any right for employment in BMC of whatsoever nature.**
12. The service provider will have to furnish the list of the Doctors/persons who fulfill the condition of pre-requisites /qualifications along with their bio-data clearly indicating to the Authority within stipulated period.
13. In case of any dispute regarding interpretation of terms and conditions, the decision of the Municipal Commissioner shall be final and binding to the contractor.
14. Travelling and any other expenses, Allowance will not be paid by the BMC to the manpower/persons for attending the works.
15. All type of payments such as salary, ESIC, Provident Fund, Bonus, Contract Labour (Regulation and Abolition) Act, 1970 etc., to the persons provided shall be borne by Contractor, and the contractor shall be responsible for all sort of statutory regulations. The contractor should register with the provident fund, Employee state Insurance authority, the Commissioner of Labour under Contract Labour (Regulation & Abolition) Act,1970. The documentary proof of PF, Insurance etc., paid to the Govt./Statutory authority, of the persons should be provided if asked by the concerned Municipal Authority by contractor during submission of monthly bills to BMC.
16. a) The Municipal Commissioner reserves the right to reject or discontinue the services without any notice at any time during the contractual period at the risk and cost of agency, if the performance of the persons provided is found unsatisfactory.
b) In case the panel provided does not satisfy the basic norms of good work and conduct/integrity, the said panel (Team) will be removed immediately and suitable substitute should be arranged with immediate effect.
17. This contract is a contract for **“providing services of Qualified Doctor team (Panel) to run the MICU/SICU/EMS units etc. only and there is no express or implied relationship of employer and employee between Service Provider’s Panel Doctors / representatives and BMC.”**
18. The Tenderer shall be liable for payment of minimum wages, Bonus, PF, Gratuity, ESI, Encashment of Leave, safety equipment, Workmen’s Compensation for accidents etc., as applicable from time to time to the persons provided. Further, tenderer should submit documentary proof to BMC if asked for whenever payment on account of the tender subject will be released during tenure of contract.
19. The persons deputed to the premises of the BMC shall be available in the said premises for the work entrusted to them and no person of the Tenderer shall remain in the said premises after the working hours or as per instructions of controlling authorities.
20. The Tenderer shall ensure that all his personnel, while in the premises of the BMC comply with the BMC’s rules and regulations regarding safety, security, discipline and good conduct.
21. The Tenderer shall not sub-let this contract.
22. The Tenderer shall pay to his employees all dues (including Wages/Salary) and shall ensure that the wages paid to them are not less than the prescribed Minimum Wages as revised from time to time. In case of any increase in Minimum Wages or any other component or deduction or other statutory benefits by the concerned Govt. Authority, Service Provider shall remain liable to comply with all statutory formalities and provides authentic proof to BMC if asked for.

The service provider shall be responsible for compliance of all applicable laws, local/state/Central Governments' laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof, maintaining proper records/registers and also submitting necessary returns to the authorities concerned. In the event of non-compliance or contravention of any of the provisions of any laws due to failure or negligence of the Service Provider, he shall remain fully liable and shall also keep the BMC fully indemnified against any risk, consequences, and/or cost arising thereof.

- 23.** The Tenderer shall have to ensure safety at the work place. It is necessary that the manpower/ persons who are deputed by the Tenderer to provide the said services to the BMC should be in good health, have proper eyesight and physically fit and should not have any medical problems which may endanger his life and the life of BMC Personnel and its property.
- 24.** The Tenderer should have valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act,1970, Provident Fund, ESIC, Shops and Establishment Act, Professional Tax, etc.
- 25.** Income Tax as per rules will be deducted from the bill of the agency.
- 26.** The Tenderer should enter into an agreement with BMC separately covering the conditions mentioned in Tenderer documents.
- 27.** If admissible all persons provided should be covered under the Employees State Insurance Scheme (ESIC) against the liability in Accidents.
- 28.** The terms and conditions stated above are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tenderer conditions and the tenderers are bound to accept the same. If any condition appearing above contradicts the standard terms and conditions for works, the above said conditions will supersede the standard conditions.
- 29.** Person deputed at the work place must carry his C.V. (Curriculum Vitae) duly verified by Service Provider Agency, medical fitness certificate and his photo identity card issued by Service Provider Agency as per format attached.
- 30.** The manpower to be provided by the agency shall always remain the employee of the agency for all intends and purposes and the service provider / the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law. The staff / manpower engaged by the contractor shall never have any claim for Municipal job. He shall have no rights to claim appointment in Municipal service based on the services rendered by him/her as per the tender. Neither the service provider nor the staff / employee / manpower will ever express knowingly or unknowingly themselves to be Municipal servant.
- 31.** The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft, breakage, the agency will be responsible. The agency shall keep the BMC indemnified against all claims arising out of his agreement including any loss, theft or damage.
The Municipal Commissioner will be at liberty to deduct the amount of such loss from agency after holding an enquiry. The decision of the Municipal Commissioner to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract / service agreement, the contract shall be liable to be cancelled and security deposit will be forfeited. The personnel so deployed on the job for the various activities will be changed by the agency only with the approval of the concerned department.
- 32.** The antecedents of the personnel's deployed by the service provider should be credible with good character. All persons engaged by the service agency / provider should be healthy, physically fit and free from communicable diseases.

33. The service provider shall be responsible for attendance of his staff in the department. In case of any staff of the agency remains absent or granted leave by them, they will send / arrange his/her substitute otherwise, a penalty of Rs. 100/- (Rupees Hundred only) per bed per shift will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.
34. In case, the contractor discontinues the contract before the expiry of the periods his security deposit shall be forfeited.
35. **To execute this contract in required manner the work will be carried out by using manpower. Thus it is prime responsibility of the service provider to pay minimum wages along with all statutory required payments to the man power engaged with this contract. Hence while bidding the service provider has to consider all statutory provisions which will be meeting the provision incorporated under Minimum Wages Act throughout the contract period.**

Statutory and Legal Framework

- The ICU/ICCU etc. units as mentioned in the tender subject and item data, shall be governed by all existing medical, statutory and legal laws.,
- The service provider shall be responsible for management of all statutory and legal requirements for “Providing services for running ICU/ICCU units etc. “The service provider is responsible for **adherence legal and regulatory compliances**.
- Any loss arising from inadequate compliance to legal and regulatory norms is to be borne by the service provider.
- The service provider is absolutely responsible for any legal risk arising out of employee disputes. Employees of the service providers cannot claim themselves as employees of the government and are not liable for any facilities and perks provided to government employees.
- Provision of Consumer Protection Act and RTI Act shall applicable to the Service rendered by Service Provider. All the Laws of land including Minimum Wages Act, ESI Act, EPF Act etc., shall be followed by Service Provider.
- All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Service provider and in no way BMC shall be held responsible. Also, the Service provider running the said unit shall have a tie up with ambulance service in the vicinity to treat the patients in case of emergency.
- The Service provider shall indemnify the BMC for any eventualities/legal complications/disputes for running the said Centre.
- The Successful Service provider shall at all times duly observe the provisions of Employment of Children Act XXVI of 1938 and any other similar Acts and any re-enactment or modification of the same and shall not employ or permit any person to do any work in contravention of the provisions of the said Acts.
- The Successful Service provider shall submit the copy of workmen’s compensation insurance policy to the BMC if asked for.
- The Successful Service provider shall fulfill his / their obligations undertaken by him/them to the entire satisfaction of the Municipal Commissioner.
- The Successful Service provider shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property of the employee or to the third party while running the ICU/ICCU Centre etc as mentioned in item data and all such damages, injury or losses to the life or to the property shall be made good

immediately by the Successful Service provider to the satisfaction of the Municipal Commissioner. The BMC shall not be responsible for the same.

- The Successful Service provider shall keep the BMC, their officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands, whatsoever including claim under the workmen's compensation Act 1924, their officer or servants may sustain, incur or become liable to pay by reason in consequence of any injury to any person or to any property either belonging to the Employer whether resulting directly through any accident or otherwise to life or property. The Indemnity Bond and the agreement regarding the works shall be in the form, which may be prescribed by the Municipal Commissioner and shall be executed by the party within one month from the receipt of acceptance letter by it.
- The Competent Authority of BMC will carry out inspection by Notice or by Surprise visit at the locations at which the Services are supplied to confirm their conformity to the Contract specifications. The Competent Authority shall be entitled at any time to inspect the services.
- The Service Provider shall work in close co-ordination with BMC hospital authority and office staff / officials assigned for this work at various Establishments related to which the services has been awarded.
- Service provider has to report and as hold provide the services under the guidance and control of Competent Authority of BMC hospital deputed /assigned by BMC.
- Before participating tenderer must visit the hospital alongwith concerned MS/CMO and submit the same.
- **Previous satisfactory/performance service certificate should be submitted on bond paper of Rs. 100/-.**
- CMS&HOD(SHCS) will direct any MS/CMO to inspect the service/performance certificate submitted by bidder. If any shortfall is found in this, then automatically said bid will be debarred and will not be considered for further process.

Special Annexure-I (To be uploaded in Packet 'B')

Table to be uploaded considering item rate as Rs.100/-

Sr. No.	Item Description	Basic Amount For Calculation For All Taxes & Duties In Rs	Bidder To Indicate The Amount Of Applicable Taxes. These Shall Not Be Taken Into Consideration For Evaluation.								Total Tax paid In Rs.	Total amtinc.taxes In Rs.	
			CGST/SGST/IGST		Service Tax (If Applicable)		Other Taxes If Any						
			% on Basic amount i.e. Col.3	Amount In Rs.	% On Basic Amount i.e. Col 3	Amount In Rs.	Nature Of Tax (Octroi, CST, Etc)	Amt On Which Tax Is Applicable In Rs	% Of Tax	Am t Of Tax In Rs.			
Col. 1	Col. 2	Col. 3	Col. 4a	Col. 4b	Col. 5a	Col. 5b	Col. 6a	Col. 6b	Col . 6c	Col . 6d	Col.7 (4b+5b+6d)	Col.8 (3+7)	
1													
2													
3													