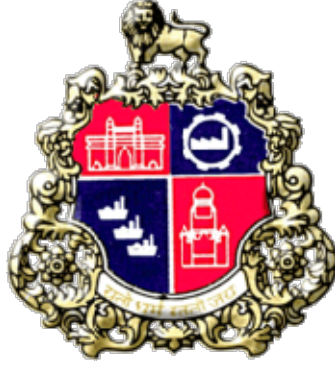


**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**Central Purchase Department**  
566, N.M.Joshi Marg, Byculla (West), Mumbai – 400 011



**e-Tender Document for “Providing Housekeeping & Attendant  
Manpower Services for BMC schools in Zone I/ II/ III/ IV/ V/ VI/ VII  
for a period of three years contract Period”**

**FOR**

**B.M.C.**

**MUMBAI**

**SD/-  
SE (CPD)**

**SD/-  
AE-03(CPD)**

**SD/-  
EE(M&E) CPD<sub>I/C</sub>**

**SD/-  
DY.CH.ENG.(M&E)CPD**

**THIS TENDER DOCUMENT CONSISTS OF:**

<b>SR. NO.</b>	<b>DESCRIPTION</b>
1.	E-Tender Notice
2.	Header Data
3.	Preamble
4.	Instructions to Vendors participating in e-Tendering
5.	Flow of activities of tender
6.	General instructions and conditions to the Tenderers
7.	General conditions of contract
8.	Special condition of contract & Scope of Work
9.	Force Majeure – obligations of the Bidders
10.	Annexure – 1 Particulars about the tenderer
	Annexure – 2 Tender form
	Annexure – 3 Undertaking to be signed by the tenderer
	Annexure – 4 Performa for Service Provider
	Annexure -5 Experience Certificate and (Annexure -5a ) statement of Experience
	Annexure-6 Authorization letter for attending tender opening
	Annexure-7 Articles of Agreement
	Annexure- 8 Authorization Letter for Downloading and Uploading Tender
	Annexure- 9 Internal Grievance Redressal mechanism
	Annexure- 10 Form of integrity pact
	Annexure 11 Declaration by the tenderer regarding HSN Code & GST Tax%
	Annexure 12 Details of Litigation History
	Annexure – 13 Details of Criminal Cases history of bidder
	Annexure – 14 Undertaking cum Indemnity Bond
	Annexure A Irrevocable Undertaking
	Annexure -15 Brands of consumables material to be specified by the bidder
	Annexure -16 Rate Analysis
	Resume To Be Submitted On Service Provider's Letter Head
11.	Details of Item Data
12.	Calculation of Proposed Area for Housekeeping & Proposed No. of attendants

**1 : E-TENDER NOTICE**  
**BRIHANMUMBAI MUNICIPAL CORPORATION**

Central Purchase Department  
566, N.M. Joshi Marg, Byculla (West) Mumbai - 400 011.

**e- PROCUREMENT TENDER NOTICE**

**No. Dy. Ch. Eng./CPD/ 48 to 54 /TDR/AE-3 of 2025-26 Dated 24.09.2025**

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.BMC.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 enrolment, the information required for enrollment should be filled. After enrollment the bidder will get his username 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, enrollment 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.

**e-Tender for "Providing Housekeeping & Attendant Manpower Services for BMC schools in Zone I/ II/ III/ IV/ V/ VI/ VII for a period of three years contract Period"**

Sr. No.	Tender No.	Tender ID No.	Zone	Tender Fee including 18% GST (in Rs.)	EMD (in Rs.)
1	48	2025_MCGM_1220058_1	Zone- I	35,695.00	27,16,000.00
2	49	2025_MCGM_1221063_1	Zone- II	35,695.00	57,19,000.00
3	50	2025_MCGM_1221066_1	Zone- III	35,695.00	33,82,000.00
4	51	2025_MCGM_1221067_1	Zone- IV	35,695.00	30,82,000.00
5	52	2025_MCGM_1221072_1	Zone- V	35,695.00	46,32,000.00
6	53	2025_MCGM_1221076_1	Zone- VI	35,695.00	54,17,000.00
7	54	2025_MCGM_1221081_1	Zone- VII	35,695.00	32,31,000.00

Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
24.09.2025 at 11:00 hrs	14.10.2025 at 16:00 hrs
<b>NOTE :- EMD shall have to pay through online only. The last date for payment of Earnest Money Deposit (EMD) online is on or before due date and time prescribed.</b>	

The pre-bid meeting will be held **on 01.10.2025 at 3:00 pm, venue of the same is at Conference hall, A.M.C.(WS) office, 2<sup>nd</sup> floor, Mahapalika Marg, Mumbai - 400001.** The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have authorization letter to attend the pre-bid meeting.**

The Tender document is available on BMC portal (<https://portal.BMC.gov.in>) along with this Tender notice. However, the bid will be invited through Mahatender portal(<https://mahatenders.gov.in>).

**Note: -**

- **The tenderers shall have to pay the tender EMD amount through online payment only.**
- Bidders /Service Provider has to visit at individual site / Location to get the clear idea of about nature of the work, different activities, services and their quantum of work to be provided in the different school premises well before submitting the rates in the item data of Mahatender system.
- Bidders/Service provider will require to arrange no. of manpower and consumable material to carry out services defined in tender.
- Bidders are requested to quote rate as follows:
  - i) Providing housekeeping manpower Services per person per shift per Month (i.e. working 8 hours per shift for 10.5 months). Also Bidder shall provide adequate Male- Female cleaning staff. This housekeeping service will not be required during school vacations (Diwali (As declared every year) and summer vacation 2<sup>nd</sup> may to 31<sup>st</sup> May period).
  - ii) Providing attendant manpower services per person per shift per Month (i.e. working 8 hours per shift for 365 Days).
  - iii) Providing Plumber & Electrician Manpower services per 8 Hrs shift per month (i.e. working 8 hours per shift for 10.5 months). This will not be required during school vacations (Diwali (As declared every year) and summer vacation 2<sup>nd</sup> may to 31<sup>st</sup> May period).
  - iv) Consumable material required for Housekeeping work.
- The Bidder may quote for individual zone/Bid or more than one Zone/Bid.
- Normally One zone/Bid will be allotted to the lowest responsive bidder. It will be BMC's

discretion to award any zone/Bid to the lowest responsive bidder on the basis of total minimum cost to BMC. It will also be BMC's discretion to award more than one zone/Bid restricted to maximum two zones/ Bid to any lowest responsive bidder. However, the lowest responsive bidder should fulfill eligibility criteria for this more than one zone/Bid.

- **As these services falls under "Pure Services". Hence GST is exempted (As per the Circular no. CA(F)/FRT/31 dated 29.11.2017). However, the GST is applicable for consumable items.**
- Minimum wages Act is strictly applicable. It is mandatory for the tenderer to quote as per latest applicable minimum wages as per the law. Bids of those bidders will be accepted, whose offers are **equal to or exceed** the rates as per latest Minimum wages applicable as per **BMC's latest Minimum wages circular; at a time of bid submission.**

However, original copies of the online payment receipts for EMD should be uploaded in Packet A as prescribed in Tender Document.

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  
Municipal commissioner  
Brihanmumbai Municipal Corporation**

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

**For detailed tender document please scroll down**

## 2. HEADER DATA

Tender Ref no.		No.Dy.Ch.E./CPD/ 53/ TDR/AE3 of 2025-26																																			
E-Tender ID		<table><tr><td>Sr.</td><td>Zone</td><td colspan="2">Tender ID No.</td></tr><tr><td>1</td><td>Zone- I</td><td colspan="2">2025_MCGM_1220058_1</td></tr><tr><td>2</td><td>Zone- II</td><td colspan="2">2025_MCGM_1221063_1</td></tr><tr><td>3</td><td>Zone- III</td><td colspan="2">2025_MCGM_1221066_1</td></tr><tr><td>4</td><td>Zone- IV</td><td colspan="2">2025_MCGM_1221067_1</td></tr><tr><td>5</td><td>Zone- V</td><td colspan="2">2025_MCGM_1221072_1</td></tr><tr><td>6</td><td>Zone- VI</td><td colspan="2">2025_MCGM_1221076_1</td></tr><tr><td>7</td><td>Zone- VII</td><td colspan="2">2025_MCGM_1221081_1</td></tr></table>				Sr.	Zone	Tender ID No.		1	Zone- I	2025_MCGM_1220058_1		2	Zone- II	2025_MCGM_1221063_1		3	Zone- III	2025_MCGM_1221066_1		4	Zone- IV	2025_MCGM_1221067_1		5	Zone- V	2025_MCGM_1221072_1		6	Zone- VI	2025_MCGM_1221076_1		7	Zone- VII	2025_MCGM_1221081_1	
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Subject		“e-Tenders for Providing Housekeeping & Attendant Manpower Services forBMC schools in Zone I/ II/ III/ IV/ V/ VI/ VII for a period of three years”.																																			
Estimated Cost, E-Tender Fees, Earnest Money Deposit	<table><tr><td>Zone</td><td>Estimated Cost (in Rs.)</td><td>E-Tender Fees incl.GST</td><td>EMD (in Rs.)</td></tr><tr><td>Zone- I</td><td>27,15,87,019.50</td><td>35,695.00</td><td>27,16,000.00</td></tr><tr><td>Zone- II</td><td>57,18,62,727.00</td><td>35,695.00</td><td>57,19,000.00</td></tr><tr><td>Zone- III</td><td>33,81,66,594.00</td><td>35,695.00</td><td>33,82,000.00</td></tr><tr><td>Zone- IV</td><td>30,81,79,426.50</td><td>35,695.00</td><td>30,82,000.00</td></tr><tr><td>Zone- V</td><td>46,31,56,582.50</td><td>35,695.00</td><td>46,32,000.00</td></tr><tr><td>Zone- VI</td><td>54,16,43,611.50</td><td>35,695.00</td><td>54,17,000.00</td></tr><tr><td>Zone- VII</td><td>32,30,25,489.00</td><td>35,695.00</td><td>32,31,000.00</td></tr></table>				Zone	Estimated Cost (in Rs.)	E-Tender Fees incl.GST	EMD (in Rs.)	Zone- I	27,15,87,019.50	35,695.00	27,16,000.00	Zone- II	57,18,62,727.00	35,695.00	57,19,000.00	Zone- III	33,81,66,594.00	35,695.00	33,82,000.00	Zone- IV	30,81,79,426.50	35,695.00	30,82,000.00	Zone- V	46,31,56,582.50	35,695.00	46,32,000.00	Zone- VI	54,16,43,611.50	35,695.00	54,17,000.00	Zone- VII	32,30,25,489.00	35,695.00	32,31,000.00	
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Pre Bid Meeting		On 01.10.2025 at 15.00 Hrs. Venue - <b>Conference hall, A.M.C.(WS) office, 2<sup>nd</sup> floor, Mahapalika Marg, Mumbai - 4000001</b>																																			
End Date and Time of Bid Submission		As mentioned in <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>																																			
End date & time for receipt of EMD																																					
Opening of Pre-Qualification bids (Packet A)																																					
Opening of Technical bids (Packet B)																																					
Opening of Commercial bids (Packet C)		As mentioned in <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>																																			

Address for Communication	Office of Dy.Ch. E.(M & E) C.P.D., 566, N.M.Joshi Marg, Byculla (WEST), Mumbai – 400 011 Tel. No. 022-23083161 Ext 217/218/232
Venue for opening of bid	Same as above

Portal Copy

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

**3: PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tender from the bidders/service providers who fulfills the tender terms and conditions for the **“e-Tenders for Providing Housekeeping & Attendant Manpower Services for BMC schools in Zone I/ II/ III/ IV/ V/ VI/ VII for a period of three years”** from date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.



<b>4 : Instructions to Vendors participating in e-Tendering for Providing Housekeeping &amp; Attendant Manpower Services for BMC schools in Zone I/ II/ III/ IV/ V/ VI/ VII for a period of three years</b>	
1.	The e-Tendering process of BMC is enabled through Mahatender portal ( <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> ). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrollment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MtnlTrustline/ SafeScript/TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD, Tender fee and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Bidders should note that the Tender fee is to be paid online on mahatender portal and bidders should upload receipt of the same in Fee cover.
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. so, the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through Mahatender's portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.
26.	All interested vendors are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as <u>invalid offers</u> and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.

29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.
<p><b>SPECIAL NOTE:</b>  TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New on -tendering portal of Government of Maharashtra i.e. <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>  Bidders who wish to participate in the Bidding process must register on the website <a href="http://www.mahatenders.gov.in">http://www.mahatenders.gov.in</a>. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.  Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal(<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>)</p>	

<b>5: FLOW OF ACTIVITIES OF TENDER</b>	
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.	Tender Fee & Earnest Money Deposit (EMD) shall be paid online through mahatender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> on or before due date and time prescribed.
7.	Bidders should note that the Tender fee is to be paid online on mahatender portal and bidders should upload receipt of the same in Fee cover.
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.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers and satisfactory lab testing report as per municipal specifications, as decided in tender committee meeting will be opened online, as both packets are opened simultaneously.
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 issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Supply of service described in the specifications and as per terms & conditions.

**SECTION 6 : GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS**

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. Contract period is three year from date of acceptance.

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

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

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

The performance of the contractor will be considered as satisfactory only when the performance score is more than 80 marks. The PO for 2<sup>nd</sup> or 3<sup>rd</sup> year will be issued only when the performance of the contractor is satisfactory, otherwise the work of that particular zone may be terminated & same may be awarded to contractor of adjacent zone beneficial to BMC, with the sanction of competent authority.

1.	<b><u>Eligibility Criteria</u></b>		
	<table><tr><td data-bbox="332 1241 397 1287">A.</td><td data-bbox="397 1241 1386 1927"><p><b><u>Who can quote :-</u></b></p><p><b>Only the reputed agencies:-</b></p><p>Limited Company or Private limited Company registered under the companies Act 1956, Proprietorship firm, Partnership firm registered under Partnership Act 1932, Government and Semi Government Units who have <b>completed</b> work of similar nature and value under single order in hand /ongoing</p><p><b>“Similar work”</b> means the work of providing mechanized Sanitation/ Housekeeping, Electrical &amp; Plumbing services and supply of attendants in Government/Semi Government, PSU, Semi Government Local bodies, <b>Large Corporate (Medical Educational institutes / Super Specialty Hospitals / Corporate entities such as Company, offices, Banks etc.)</b> in minimum locations as mentioned in the Clause 1.C table.</p><p><b><u>Note :- The tenderer should have the Registered /Branch Office in Mumbai.</u></b></p><p><b><u>The company/Agency should upload Quality control certificates i.e. Latest ISO/ OHSAS/ SA/ equivalent certificate in packet B, the same shall be valid at</u></b></p></td></tr></table>	A.	<p><b><u>Who can quote :-</u></b></p> <p><b>Only the reputed agencies:-</b></p> <p>Limited Company or Private limited Company registered under the companies Act 1956, Proprietorship firm, Partnership firm registered under Partnership Act 1932, Government and Semi Government Units who have <b>completed</b> work of similar nature and value under single order in hand /ongoing</p> <p><b>“Similar work”</b> means the work of providing mechanized Sanitation/ Housekeeping, Electrical &amp; Plumbing services and supply of attendants in Government/Semi Government, PSU, Semi Government Local bodies, <b>Large Corporate (Medical Educational institutes / Super Specialty Hospitals / Corporate entities such as Company, offices, Banks etc.)</b> in minimum locations as mentioned in the Clause 1.C table.</p> <p><b><u>Note :- The tenderer should have the Registered /Branch Office in Mumbai.</u></b></p> <p><b><u>The company/Agency should upload Quality control certificates i.e. Latest ISO/ OHSAS/ SA/ equivalent certificate in packet B, the same shall be valid at</u></b></p>
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	<u><b>least till bid submission date.</b></u>																								
B.	<p><u><b>Turnover:-</b></u></p> <p><b>The Average annual turnover of the bidder during last three audited financial years shall be minimum as follows:</b></p> <table><tr><th><b>E-Tender ID</b></th><th><b>Zone</b></th><th><b>Turnover in Rs.</b></th></tr><tr><td>2025_MCGM_1220058_1</td><td>Zone -I</td><td>3,16,85,185.00</td></tr><tr><td>2025_MCGM_1221063_1</td><td>Zone -II</td><td>6,67,17,350.00</td></tr><tr><td>2025_MCGM_1221066_1</td><td>Zone -III</td><td>3,94,52,770.00</td></tr><tr><td>2025_MCGM_1221067_1</td><td>Zone -IV</td><td>3,59,54,275.00</td></tr><tr><td>2025_MCGM_1221072_1</td><td>Zone –V</td><td>5,40,34,960.00</td></tr><tr><td><b>2025_MCGM_1221076_1</b></td><td><b>Zone - VI</b></td><td><b>6,31,91,765.00</b></td></tr><tr><td>2025_MCGM_1221081_1</td><td>Zone – VII</td><td>3,76,86,320.00</td></tr></table> <p>For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded, with UDIN in support of turnover in PACKET A.</p>	<b>E-Tender ID</b>	<b>Zone</b>	<b>Turnover in Rs.</b>	2025_MCGM_1220058_1	Zone -I	3,16,85,185.00	2025_MCGM_1221063_1	Zone -II	6,67,17,350.00	2025_MCGM_1221066_1	Zone -III	3,94,52,770.00	2025_MCGM_1221067_1	Zone -IV	3,59,54,275.00	2025_MCGM_1221072_1	Zone –V	5,40,34,960.00	<b>2025_MCGM_1221076_1</b>	<b>Zone - VI</b>	<b>6,31,91,765.00</b>	2025_MCGM_1221081_1	Zone – VII	3,76,86,320.00
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C.	<p><u><b>Experience :-</b></u></p> <p>The tenderer shall have successfully/ satisfactorily completed/ ongoing works in doing similar nature of works in last five years <b>on or before the due date.</b> (The ongoing work should have completed minimum 75% work on or before the due date.) If any bidder stands L1 for more than one Zone, bidder should fulfill cumulative work experience criteria.</p> <p>Tenderer should upload the copy of certificates of the same.</p> <ul style="list-style-type: none"><li>One similar work of value equal to or more( i.e. minimum 80% of the turn over value)in last five years for carrying out Housekeeping &amp; manpower supply at number of locations as given in following table.</li></ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"><li>Two similar works of value equal to or more ( i.e. minimum 60% of the turn over value)in last five years for carrying out Housekeeping &amp; manpower supply at number of locations as given in following table.</li></ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"><li>Three similar works of value equal to or more ( i.e. minimum 40% of the turn over value)in last five years for carrying out Housekeeping &amp; manpower supply at number of locations as given in following table.</li></ul>																								

Zone	Required Experience of handling of no. of locations	One similar work of value equal to or more (i.e. minimum 80 % of the turn over value) in last five years shall be as follows (Rs.)	OR	Two similar works of value equal to each or more (i.e. minimum 60 % of the turn over value) in last five years (Rs.)	OR	Three similar works of value equal to each or more (i.e. minimum 40 % of the turn over value) in last five years (Rs.)
Zone I	20	2,53,49,000.00		1,90,12,000.00		1,26,75,000.00
Zone II	30	5,33,74,000.00		4,00,31,000.00		2,66,87,000.00
Zone III	20	3,15,63,000.00		2,36,72,000.00		1,57,82,000.00
Zone IV	20	2,87,64,000.00		2,15,73,000.00		1,43,82,000.00
Zone V	30	4,32,28,000.00		3,24,21,000.00		2,16,14,000.00
Zone VI	30	5,05,54,000.00		3,79,16,000.00		2,52,77,000.00
Zone VII	20	3,01,50,000.00		2,26,12,000.00		1,50,75,000.00

Bidder shall provide certified copies of the Executed service orders/Work Orders along with completion certificates/ for ongoing works in Government/Semi Government, PSU, Semi Government Local bodies, **Large Corporates (medical educational institute/ Super specialty Hospitals Corporate entities such as company, offices. banks etc.)** in support of the experience as provided in this clause.

If the bidder submits experience from Large corporate/ corporate entity then he shall submit the same from the Large corporate / corporate entity fulfilling following criteria:

(1) Large corporate/ corporate entity means a firm/company/ trust/ society registered under Company Act / Trust Act / Society Act and shall have financial annual turnover of fifty Crore or more during the period of execution of similar works by the bidder and to confirm the same the bidder shall provide necessary turnover certificate / Profit and loss account statement from Certified Chartered Accountant.

(2) The bidder shall have completed similar work of minimum area equal to one third of the area of the schools in concerned zone(s)/bid(s) for which bidder has quoted. For area they shall submit Assessment Bill of large Corporate/ Corporate entity or certificate issued by the local assessment authority indicating area.

Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5 and 5 a).

**Note :-**

		<p><b>1. For similar work criteria as mentioned above, for One or Two or Three similar works, minimum no. of locations shall be same as mentioned in above table.</b></p> <p><b>2. Value under single order/similar work of value – means total value of contract. This can be cumulative of different work orders issued under one contract.</b></p> <p>The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</p>
	D.	<p>The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</p>
	E.	<p><b><u>Details of Litigation History :-</u></b></p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'.</p> <p>If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12 .Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
	F.	<p>All tenderer must disclose the names 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, will be cancelled at any time during its currency. Further it shall invite penal action including black listing.</p>
	i.	<p>Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.</p>



	<p>ii. If it is found that firms as described in clause 1-F have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.</p> <p>iii. If it is found that closely related persons as in clause 1-F have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or if such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderer Shall be liable for action as in clause No 1-F(i) including similar action against the firms/ establishments concerned.</p>
<b>2.</b>	<p><b><u>Amendment to tender documents</u></b></p> <p>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 on the portal of BMC and Mahatender. 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>
<b>3.</b>	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p><b>Affidavit shall be uploaded in this respect as per Annexure –3a.</b></p>
<b>4.</b>	<p>Bidder / <del>his principle manufacturer</del> 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 / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / <del>his principle manufacturer</del> which amounts to cheating</p>

	/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.
<b>5.</b>	<b><u>Validity :-</u></b> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
<b>6.</b>	<b><u>Payment of E.M.D.(Earnest money deposit):-</u></b> The tenderer shall pay EMD online through payment gateways of GoM on URL <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a> . The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover.
<b>7.</b>	<b><u>Refund of E.M.D.</u></b> 1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per mahatender procedure. 2. The EMD of successful bidder will be discharged when bidder has submitted the signed documents for execution of the contract and furnish the required security deposits which will be duly verified by BMC Authorities
<b>8.</b>	<b><u>Tender Fee:-</u></b> <ul style="list-style-type: none"> <li>• Bidders should note that the Tender fee is to be paid online on mahatender portal and bidders should upload receipt of the same in Fee cover.</li> <li>• Bidder shall note that Tender fee paid is not refundable.</li> </ul>
<b>9.</b>	<b><u>Acknowledging communications :-</u></b> Every communication from the Dy.Ch.E.(C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
<b>10.</b>	<b><u>Where and how to submit the tender :-</u></b> (Refer Section 5- Flow of activities of Tender & Section 4 : Instructions to Tenderer participating in e-Tendering) The e-Tendering process of BMC is enabled through Mahatender portal ' <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> ' The bid should be submitted online through website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> in three Covers i.e. Fee/PreQual, Technical Cover & Finance Cover. 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.
<b>11.</b>	<b><u>Documents to be uploaded :-</u></b> Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded.
<b>12.</b>	<b><u>Authentication for documents :-</u></b> 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.
<b>13.</b>	<b><u>Translation of certificates:-</u></b> 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.
<b>14.</b>	<b><u>Sign and seal:-</u></b> <b>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.</b> 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/govt. undertaking/semi govt. undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
<b>15.</b>	<b><u>Power of Attorney (POA):-</u></b> Notarized Power of attorney shall be granted by 2 directors/ Managing Director / All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note – (a) The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted. (b) If all uploaded documents are signed by Proprietor or 2 directors/ Managing Director or All partners, as the case may be, POA is not required to be submitted. If Tender is awarded and Contract Documents are signed by POA Holder then at the time of contract POA is to be registered at the Office of Chief Accountant (B.M.C.)
<b>16.</b>	<b><u>Unconditional offer:-</u></b> Tenderers shall quote a firm & unconditional offer. <b><u>Conditional offers shall not be considered and shall be treated as non-responsive.</u></b> 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.
<b>17.</b>	<b><u>Variation in rate:-</u></b> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
<b>18.</b>	<b><u>Firm price :-</u></b> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The tenderer should quote the basic rate and applicable GST percentage

	separately. The basic rates quoted shall be inclusive of all taxes and duties applicable except GST.																								
<b>19.</b>	<p><b><u>Contradictory Clause in tender :-</u></b></p> <p>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>																								
<b>20.</b>	<p><b><u>Alternative clauses in tender:-</u></b></p> <p>No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender &amp; 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>																								
<b>21.</b>	<p><b><u>Rejection:-</u></b></p> <p>The tender may be considered incomplete, irregular, invalid and liable to be rejected If</p> <table border="1"> <tr> <td>a)</td><td>The tenderer stipulates own condition /conditions,</td></tr> <tr> <td>b)</td><td>Does not fill &amp; sign the Tender Form incorporated in the Tender,</td></tr> <tr> <td>c)</td><td>Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication</td></tr> <tr> <td>d)</td><td>Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;</td></tr> <tr> <td>e)</td><td><del>The Goods offered are not eligible as per the provision of the tender</del></td></tr> <tr> <td>f)</td><td>Does not submit valid documents listed in Packet 'A' &amp; Packet 'B'.</td></tr> <tr> <td>g)</td><td>Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.</td></tr> <tr> <td>h)</td><td>Stipulated validity period less than 180 days.</td></tr> <tr> <td>i)</td><td>Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited. 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.</td></tr> <tr> <td>j)</td><td>Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:</td></tr> <tr> <td>1)</td><td>Made misleading or false representation in the forms, statements &amp; attachments submitted in proof of the qualification requirements; and / or</td></tr> <tr> <td>2)</td><td>Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.</td></tr> </table>	a)	The tenderer stipulates own condition /conditions,	b)	Does not fill & sign the Tender Form incorporated in the Tender,	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;	e)	<del>The Goods offered are not eligible as per the provision of the tender</del>	f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.	g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.	h)	Stipulated validity period less than 180 days.	i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited. 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.	j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:	1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or	2)	Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
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<b>22.</b>	<p><b><u>Bidders address :-</u></b></p> <ul style="list-style-type: none"> <li>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 Annexure - 1.</u></li> <li>Tenderer Participating in this bidding process have to furnish the details as per annexure – 1</li> </ul>																								

23.	<b><u>The Three Covers system</u></b> The tenderer should upload tender in Three Covers system as below.
i.	The tenderer should upload tender in Three Covers (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.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
iii.	All the documents should be strictly uploaded in P.D.F. format
iv.	If the tenderer has not uploaded all the required and necessary documents as prescribed in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/ Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on Mahatender Portal within 4 working days (excluding weekly & other holidays) from the date of intimation.
v.	The documents which are uploaded in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/ Packet 'B' 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. If the information of short documents (Fee/ PreQual Cover/ Packet 'A' & Technical Cover/ Packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.
vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
vii.	The tenderer shall not disclose / quote the rate of the items in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/ Packet 'B'(Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked).
viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.

x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
xi.	All addendums /corrigendum shall be uploaded along with tender document
<b>I</b>	<b>Fee/Prequal/Technical Bid Cover Contains following sub covers:-</b>
<b>a)</b>	<b>Fee/PreQualCover :-</b> The bidder shall upload scanned copy of online paid Tender Fee and EMD along with the Bid Submission in Fee Cover.
<b>b)</b>	<b>Fee/ PreQual Cover / Administrative Bid (Packet – ‘A’):</b> The following Documents shall be submitted in the Packet 'A':-
1.	<b>Annexure –1</b> Particulars about the Tenderer
2.	<b>Annexure-2</b> Tender form
3.	<b>Annexure-3</b> Undertaking to be signed by the Tenderer
4.	<b>Annexure-6</b> Authorization letter for attending tender opening
5.	<b>Annexure 7</b> Articles of Agreement
6.	<b>Annexure- 8</b> Authorization Letter for Downloading and Uploading Tender
7.	<b>Annexure 9</b> Grievance Redressal Mechanism
8.	<b>Annexure- 10</b> Form of integrity pact
9.	<b>Annexure- 11</b> Declaration by the tenderer regarding HSN Code & GST Tax %
10.	<b>Annexure 12 –</b> Details of Litigation history.
11.	<b>Annexure- 13</b> Details of criminal cases history Declaration shall be submitted by the tenderer on Rs.500/- stamp paper.
12.	<b>Annexure- 14</b> Undertaking cum Indemnity Bond
13.	Tender document (except Annexures and only Mahatender copy should be uploaded.)
14.	<b><u>Firm/Company/Sanstha Registration Certificates.</u></b> i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm.
15.	<b><u>Solvency certificate</u></b> The tenderer should upload solvency certificate for minimum of <b>Rs. 30 Lakhs</b> from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
16.	<b><u>GST Registration Certificate (as applicable).</u></b>
17.	<b><u>PAN CARD</u></b> 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

	<p>Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co. Op Society Registration Act 1960 (whichever is applicable)</p> <p>d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted.</p> <p><b>Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.</b></p>
	<p>18. <b>C.A.'s certificate for Turnover</b> of the tenderer with UDIN is mandatory. The bidder may submit audited balance sheets of past 3 Years in support to Turnover certificate issued by CA.</p>
	<p>19. Bidder shall submit Irrevocable Undertaking on Rs.500/- non-judicial stamp paper as per '<b>Annexure-A'</b>'.</p>
c)	<p><b>Technical Cover/ Technical Bid (Packet B)</b> The following Documents shall be submitted in the Packet 'B' :-</p>
	<p>1. <b>Annexure- 4</b> Performa for Service provider</p>
	<p>2. Past performance/ experience certificate (<b>Annexure – 5 and 5a</b>) Past Performance or Experience Certificate should be in the name of Bidder/Service provider.</p>
	<p>3. The company/Agency should upload Quality control certificates i.e. Latest ISO/ OHSAS/ SA/ equivalent certificate in packet B, the same shall be valid up to due date.</p>
	<p>4. <b>Annexure -15</b> Brands of consumables material to be specified by the bidder</p>
	<p>5. <b>Annexure -16</b> Rate Analysis</p>
II	<p><b><u>Finance Cover / Commercial Bid (Packet C)</u></b> 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.</p> <p><b>As Housekeeping and attendant manpower services falls under “Pure Services”. Hence GST is exempted (As per the Circular no. CA(F)/FRT/31 dated 29.11.2017). However, GST is applicable for consumable items.</b></p> <p><b>The rates accepted by BMC are inclusive of taxes only.</b></p> <p><b>While filling the rates in BOQ, for Sr.no.1.04 i.e. Consumables for Housekeeping, bidders must fill rates inclusive of GST in given column as applicable to evaluate the Final rate.</b></p> <p><b><u>** All the documents uploaded in Fee/ PreQual Cover, Technical Cover &amp; Finance Cover should be digitally signed.**</u></b></p> <ul style="list-style-type: none"> <li>• <b>The Bidder may quote for Individual Bid/zone or more than one Bid/Zone.</b></li> <li>• <b>These tenders are Zone wise Tenders. The Service Provider/ Bidder should quote rates for all Housekeeping, attendant, Plumber &amp;</b></li> </ul>

	<p>Electrician Manpower service and consumables whenever quoting for particular zone, if not, their offer will not be considered.</p> <ul style="list-style-type: none"> <li>• Minimum wages Act is strictly applicable. It is mandatory for the tenderer to quote as per latest applicable Minimum wages Act law at time of bid submission. The tenderers whose rates exceed the minimum wages, only those bids will be considered.</li> <li>• Normally one zone/ Bid will be allotted to the lowest responsive bidder. It will be BMC's discretion to award any zone/Bid to the lowest responsive bidder on the basis of total minimum cost to BMC. It will also be BMC's discretion to award more than one zone/Bid restricted to maximum two zones/Bids to any lowest responsive bidder under exceptional circumstances. However, the lowest responsive bidder should fulfill eligibility criteria for this more than one zone/Bid.</li> <li>• For sr.no.1.04 i.e Consumables, lowest rate quoted by any bidder in any zone, will be applicable to all zones.</li> <li>• L2 bidder and above will be asked for negotiation to carry out work at L1 rates only if willingness is not shown by L1 bidder OR L1 is lowest in three or more Zones. The preference for Negotiation would be in order of L2, L3, L4....and so on.</li> <li>• L1 bidder will be decided zone wise by taking into account rates quoted for all 4 items.</li> </ul> <p><b>NOTE :</b></p> <ol style="list-style-type: none"> <li>a) While quoting the rates for Sr.no.1.01 to 1.03, must be inclusive of all taxes, i.e. All Duties, levies, Cess etc, GST (if applicable).</li> <li>b) The quoted rate for Sr.no.1.04 i.e. Consumables for Housekeeping, bidders ( Basic Rate + GST ) will be taken into consideration for evaluation and price comparisons.</li> <li>c) While making payment ; the concern BMC Authority will ensure and verify the GST, GSTN, HSN NO. payment receipts conforming the name of the Manufacturer / Supplier and description of the material.</li> </ol>
24.	<p><b><u>Taxes and Duties :-</u></b></p> <p>G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes &amp; Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price Quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.</p> <p>Rate accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates , increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price Variation <b>and if there is any subsequent change (after submission of bid) in rate of GST applicable on work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act.</b></p> <p><b>As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017</b></p>



	<p><b>governing ‘Anti Profiteering Measure’ (APM), ‘any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’.</b></p> <p><b>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</b></p> <p><b>Further, all the provisions of GST Act will be applicable to the tender.</b></p> <p><b>Implementation of GST being policy decision; if Govt proposes GST on Housekeeping and supply of Attendant services in future whatever the decision of MCGM administration, that will be final and binding on bidders.</b></p>				
25.	<p><b><u>Pre-bid Meeting :</u></b></p> <p>The pre-bid meeting will be held at <b><u>venue - Conference hall, A.M.C.(WS) office, 2<sup>nd</sup> floor, Mahapalika Marg, Mumbai - 4000001.</u></b></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 Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works &amp; tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/ projects.</p>				
26.	<p><b><u>Procedure for the opening of the tender Packet :-</u></b></p> <p>Fee/ PreQual Cover/ Packet ‘A’ &amp; Technical Cover/Packet ‘B’ will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Finance cover/ Packet ‘C’ will be opened only if the administrative &amp; technical offer in Packet Fee/ PreQual Cover/ Packet ‘A’ &amp; Technical Cover/Packet ‘B’ is acceptable. In case the administrative and technical offer in Fee/ PreQual Cover/ Packet ‘A’ &amp; Technical Cover/Packet ‘B’ is found not acceptable or found incomplete and those who fail to pay applicable EMD, Tender fee, then Finance cover/ Packet ‘C’ will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Finance cover/ Packet ‘C’ will be intimated to the responsive tenderer via mail. <b><u>No complaint for non receipt of such intimation will be entertained.</u></b></p>				
27.	<p><b><u>Evaluation of the tender:-</u></b></p> <table border="1"> <tr> <td>i.</td><td>After opening of Fee/ PreQual Cover/ Packet ‘A’ &amp; Technical Cover/Packet ‘B’, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.</td></tr> <tr> <td>ii.</td><td>Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderer can check their bid evaluation status</td></tr> </table>	i.	After opening of Fee/ PreQual Cover/ Packet ‘A’ & Technical Cover/Packet ‘B’, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.	ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderer can check their bid evaluation status
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	on the website. EMD of non responsive bidder will get refunded on finalization of status on Mahatender Portal.
iii	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderer shall be opened later, on a given date and time.
iv.	The documents which are uploaded in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
28.	<p><b><u>Internal Grievance Redressal Mechanism :-</u></b></p> <p>B.M.C. has formed 'internal Procurement Redressal Committee' for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'internal Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/- within 7days from date of intimation. The details of 'internal Procurement Redressal Committee' are given in Annexure-09.</p> <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.</p>
29.	<p><b><u>Price Negotiation :-</u></b></p> <p>The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.</p>
30.	<p><b><u>Acceptance of Tender/ Award of Contract :-</u></b></p> <p>The decision of the Municipal Commissioner shall be final and binding. Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax/stringent any of the conditions of the tender without assigning any reason. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason.</p>
31.	<p><b><u>Integrity Pact (If Applicable) :-</u></b></p> <p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached <b>Annexure-10</b> duly signed and stamped on Rs.500/- stamp paper duly notarized.</p> <p>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.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such</p>

	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."
<b>32.</b>	<b><u>Period of Contract:</u></b> The period of contract shall be three years from the date of issue of Acceptance letter as mentioned in preamble.
<b>33.</b>	This tendering process is covered under Information Technology Act & Cyber Laws as applicable.
<b>34.</b>	<b><u>Quantity</u></b> The Corporation agrees to purchase the articles valued at not less than 25 percent of the total amount of the contracts.

## SECTION 7:GENERAL CONDITIONS OF CONTRACT

**The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.**

<b>1.</b>	<p><b><u>Contract:-</u></b></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanumbai Municipal Corporation of Greater or BMC, and the Supplier/Service provides, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>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.</p> <p>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.</p> <p>Tenderer must distinctly understand:</p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of it 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.</p> <p>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.</p>								
<b>2.</b>	<p><b><u>Contract Documents:-</u></b></p> <p>The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.</p> <ol style="list-style-type: none"> <li>1) Letter of Acceptance</li> <li>2) The Contractor's Bid</li> <li>3) Addendum/Corrigendum to Bid, if any</li> <li>4) Tender Document</li> <li>5) The Bill of Quantities / Price Packet</li> <li>6) The scope of work and specifications</li> <li>7) The General conditions of Contract</li> <li>8) The General Instructions and conditions to tenderers</li> <li>9) Final written submissions made by the contractor during negotiations, if any</li> <li>10) All correspondence documents between bidder and BMC.</li> <li>11) All Annexure</li> </ol>								
<b>3.</b>	<p><b><u>Contract Deposit / Performance Security:-</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">i.</td><td>The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).</td></tr> <tr> <td style="text-align: center;">ii.</td><td>The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or Bankers' Guarantee from bank</td></tr> <tr> <td style="text-align: center;">iii.</td><td>Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- '<a href="http://rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf">rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf</a>'. The B.G. shall be acceptable from these banks (except IDBI bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.</td></tr> <tr> <td style="text-align: center;">iv.</td><td>The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same</td></tr> </table>	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or Bankers' Guarantee from bank	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- ' <a href="http://rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf">rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf</a> '. The B.G. shall be acceptable from these banks (except IDBI bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same
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		bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. 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.
	v.	The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC (if applicable) obligations.
	vi.	The B.G. shall be retained 6 months after completion of contract period.
	vii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or
	a.	to forfeit the said security in whole or in part in the event of:
	i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
	ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
	b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
4.	<b><u>Refund of contract deposit:-</u></b> Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects.	
5.	<b><u>Place of Delivery/ Service</u></b> The articles/provisions 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 indents for the same and all charges for the carriage and delivery thereof, and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorized Municipal officer, replacing damaged or defective part/s of the articles shall be borne by the Contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The Contractors shall exercise all possible care while delivering and stacking the materials within BMC's premises. The cost of any damage done by the Contractors or their agents to BMC's property while delivering and stacking the materials shall be recovered from their bills or any other outstanding dues. The materials shall be delivered by the contractors as per the convenience of the individual user department.	
6.	<b><u>Quality</u></b> All articles supplied by the Contractor/s in accordance with this contract, shall be new and of the best quality of their respective kinds, in accordance with the Municipal samples or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.	

7.	<b><u>Signing &amp; Execution of Contract:-</u></b>	
	I.	In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor), full amount of the contract deposit must be paid and The contract must be signed by proprietor of the firm in case of proprietary firm / 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 need be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	II.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	III.	Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine for delay Rs.5000/- per day will be imposed up to maximum 15 days.
	IV.	If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time (i.e. 45 days including penalty period of 15 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed, no bills shall be admitted for payment.
	V.	The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so.
	VII.	The contract shall be executed as per the MMC Act.
8.	<b><u>Payment of legal and stationery charges:-</u></b> These charges are to be paid by the successful bidder on receipt of acceptance letter for Providing Housekeeping Services as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract with applicable GST	
9.	<b><u>Stamp duty:-</u></b> 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. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of "Stamp Duty Act 1958" (amended till date).	
10.	<b><u>The Successful Tenderers must distinctly understand:-</u></b>	
	a.	That they shall be strictly required to conform to the conditions of this contract as contained in each of it 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.
b.	The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.
c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor's knowledge.
d	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
<b>11.</b>	<b><u>Purchase Order:-</u></b> Purchase Orders will be placed by A.O. (Schools)/Education Department as and when required.
<b>12.</b>	<p><b><u>Penalty:-</u></b></p> <p><b>A)</b> If the successful tenderer fails to comply with work/service/purchase order within the delivery period stipulated, the Municipal Corporation Commissioner/ D.M.C.(C.P.D)/ D.M.C.(Education)/ Indenting Officer shall exercise his discretionary power either :-</p> <p>i. To recover from service provider as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the service providers balance bill, B.G. or EMD or any money due to the service provider from BMC.</p> <p>OR</p> <p>ii. To outsource elsewhere after giving due notice to the service provider on that account and at his risk and cost</p> <p>OR</p> <p>iii. To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p><b><u>B) Operational Penalties :-</u></b></p> <p>a) The tenderer shall provide the required services within the period of 30 days from receiving purchase order. However, for any delay will attract penalty of Rs. 10,000/- per day.</p> <p>b) If Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider and Person misusing / misconducting OR its property, the penalty of Rs. 1,000/- per day per incident will be imposed.</p> <p>c) The tenderer shall ensure that there is no complaint from such outsourced person about non- payment of wages / dues. The tenderer shall resolve the complaint within seven days from the receipt of complaint, otherwise the penalty of Rs. 1,000/- per week of delayed in payment per person will be levied subject to maximum 10% of P.O. value.</p> <p>d) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, a penalty of Rs.1,000/- per day will be imposed.</p> <p>e) In case of using substandard material /material of different brand than specified in</p>

	<p>Annexure, a penalty of Rs.1,000/- per day per incident will be imposed.</p> <p>f) If it is found that no action is taken within one hour after complaint of unclean premises OR/ AND improper housekeeping, a penalty of Rs.1,000 per incident will be imposed.</p> <p>g) If the garbage is not lifted as per defined mode &amp; schedule a penalty of Rs.1,000/- per incident will be imposed.</p> <p>h) If it is found that irregularities of (d),(e),(f) &amp; (g) above, are occurring for more than 5 times per ward per month, then double the amount of penalties there at will be imposed.</p> <p><u>Note:-</u> All the penalties will be recovered from the subsequent bill of the contractor.</p>
<b>13.</b>	<p><b><u>Consequence of Substandard /Short supply</u></b></p> <p>Tenderer shall have to provide replacement for the unskilled / Substandard outsourced man power which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned department, and also liable to pay the fine imposed by the Municipal Corporation Commissioner, failing which Earnest Money Deposit &amp; Contract Deposit of the service provider shall be forfeited &amp; the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit &amp; Contract Deposit, if any fine is imposed by the Municipal Corporation Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the service provider from the Municipal Corporation.</p>
<b>14.</b>	<p><b><u>Fitment Replacement OR Rejected Materials</u></b></p> <p>Tenderer/contractor shall have to replace the consumable which are not as per required brands, specifications and if concerned Education Department staff identifies material is of not satisfactory. The tenderer/contractor shall also have to replace the rejected items with approved one. Replacement shall be done within 15 days from intimation from the concerned schools failing which penalty would be levied at the sole discretion of BMC and the same will be disposed off by B.M.C. at the risk and cost of contractors without any further correspondence in this regards.</p>
<b>15.</b>	<p><b><u>Rejection &amp; appeal</u></b></p> <p>Dy. Ch.E. (CPD) or the purchasing officer, shall not be bound to assign any reason in case of his rejecting the materials or articles/services 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 articles/services shall be accepted or rejected shall be final and binding on the Contractor(s).</p>
<b>16.</b>	<p><b><u>Risk &amp; Cost Purchase :-</u></b></p> <p>In case the Contractor/s, shall at any time during the continuance of these presents fail to provide satisfactory services, manpower / supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market 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 specific 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 thereby incurred,</p>



	which shall include charges of 5% minimum to a maximum of 15 % 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. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
<b>17.</b>	<b><u>Articles can be brought from elsewhere</u></b> The Corporation shall be under no obligation to outsource the man power from the service providers all or any of the services specified in the said schedule or otherwise, but only such services/ man power and those in such quantities, as may from time to time be intended for on the service providers by the ordering Officer. The Commissioner has the option of outsourcing any of the manpower/ services from the outside agencies or other Service providers or elsewhere.
<b>18.</b>	<b><u>Submission of Bill</u></b> The Contractor/s shall on completion of the delivery of the articles or completion of the work/ services mentioned in the respective order, present his/their bills in duplicate to the purchasing officer within 8 days from the date of the completion of such delivery/work.
<b>19.</b>	<b><u>Monetary dealings with the Municipal Employees</u></b> 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 Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.
<b>20.</b>	<b><u>Blacklisting:-</u></b> The firm shall be black-listed, if it is found that: - i.) Forged documents are submitted <b>OR</b> ii.) If it becomes responsive on the basis of submission of bogus certificate/information. <b>OR</b> iii.) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.
<b>21.</b>	<b><u>Contract Postponement:-</u></b> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit 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.
<b>22.</b>	<b><u>Secrecy:-</u></b> 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 matter 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 purchase the same material at the risk and cost of the contractor.
<b>23.</b>	<b><u>Compliance with security Requirement:-</u></b> 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 for entry into the premises.
<b>24.</b>	<p><b><u>Confidential Information:-</u></b></p> <p>The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC.If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are affected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.</p>
<b>25.</b>	<p><b><u>Payment condition:-</u></b></p> <p>Payment will be made within 30 days from the date of submission of the bills thereof and submission of all documents for execution of contract.</p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through CBS/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 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.</p> <p><b><u>Service provider will have to submit his bill on monthly basis along with following documents:</u></b></p> <ol style="list-style-type: none"> <li>1) The bills have to be accompanied by exact data on personnel employed and the deployments have to be certified by authorized official of BMC.</li> <li>2) Particulars of the personnel engaged are required to be submitted to BMC</li> <li>3) The bidder has to ensure that all personnel deployed have valid bank account and payment to their account every month and certified copy of payment has to be along with bills.</li> <li>4) Bidder shall provide IP numbers allotted by ESI authorities for each and every personnel deployed by them at BMC against this contract.</li> <li>5) Bills in detail may be drawn as per column given below: Basic, VDA, ESI, EPS, GST</li> <li>6) Salary slips /statement issued to all the workers/supervisors engaged showing complete details of wages paid i.e. number of days, rates of wages and deductions under various heads including ESI, EPF contribution.</li> <li>7) The service provider has to submit an affidavit on non-judicial stamp paper of Rs.100/- that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bill.</li> <li>8) Copies of paid challans in respect of ESI, EPF contribution and GST (if applicable) in respect of specifically for manpower deputed in the Institute rather than consolidated challan of payment of various contracts/works.</li> </ol>

	<p>9) The service provider shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per acquaintance roll and all labour laws obligations have been complied with including payment of overtime allowance in order to confirm the correctness of payment accounts to right party.</p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the service provider/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.</p> <p><b>NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.</b></p> <p><b><u>Special Note:-Payment will be made only after 50% Teachers of that school gives satisfactory feedback about cleanliness.</u></b></p>
26.	<p><b><u>Fall Clause:-</u></b></p> <p>The Tenderer/contractor undertakes that it has not quoted similar Services in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender 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 was supplied by the TENDERER/ contractor 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 TENDERER / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Contractor from BMC.</p>
27.	<p><b><u>Subsequent Legislation:-</u></b></p> <p>If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. <b>BMC reserve the right to take decision in respect of addition/reduction of cost in contract.</b></p>
28.	<p><b><u>Corporation's lien over all moneys due to the Contractor or his deposit :-</u></b></p> <p>The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable</p>

	<p>to the Contractor made 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 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 and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, 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 from the moneys, security or deposit which may become payable or returnable to the Contractor under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor either in addition to or in substitution of the cash or contract deposit to be made under this contract.</p>
29.	<p><b><u>Commissioner's direction &amp; decisions to be final and binding:-</u></b></p> <p>The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor 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 ground or for any pretend, 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.</p>
30.	<p><b><u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him:-</u></b></p> <p>The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner 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, 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.</p>
31.	<p><b><u>Partnership:-</u></b></p> <p>Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present 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 Contractor, during the pendency of this</p>

	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 hereof. 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.
<b>32.</b>	<b><u>Dissolution of the Contract:-</u></b> The Contractor 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 shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.
<b>33.</b>	<b><u>Termination of Contract:-</u></b> These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities allotted to the Contractor, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.
<b>34.</b>	<b><u>Jurisdiction of Courts:-</u></b> In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat 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.
<b>35.</b>	<b><u>Governing Language:-</u></b> English language version of the contract shall govern its Interpretation.
<b>36.</b>	<b><u>Singular – Plural:-</u></b> Words in the Singular number shall include the plural and plural the singular.
<b>37.</b>	<b><u>Meaning:-</u></b> 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'.
<b>38.</b>	<b><u>Saving clause:-</u></b> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid.
<b>39.</b>	<b><u>Applicable Laws:-</u></b> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
<b>40.</b>	<b><u>Indemnification:-</u></b> The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond

	to this effect as per Annexure-14.
<b>41.</b>	<b><u>Operation of the Contract Clauses:-</u></b> The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) 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 DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
<b>42.</b>	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
<b>43.</b>	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.
<b>44.</b>	<b>The manpower for housekeeping services will be required for 12 hrs duration, Attendant services will be required in three shifts of 8 hrs duration as indicated in tender or as per Education Department's and school requirement on working days and Attendant service will be required in Three shifts of 8 hrs duration as indicated in tender or as per Education Department's and school requirement for 365 days of year.</b>
<b>45.</b>	<b><u>Resolution of Disputes :-</u></b> BMC and the Service Provider shall make every attempt to resolved the disputes amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be referred to the Hon. Municipal Commissioner of BMC as a sole Arbitrator ;under the provisions of the Arbitration and Reconciliation Act of 1956 and decision shall be final and binding on the parties.
<b>46.</b>	<b><u>Limitation of Liability towards BMC:-</u></b> The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to BMC for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to BMC on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person/ persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.
<b>47.</b>	<b><u>Indemnity :-</u></b> The Service Provider agrees to indemnify and hold harmless BMC, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from  (I) Any mis-statement or any breach of any representation or warranty made by the Service Provider or (ii) The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this

	<p>Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub service providers pursuant to this Agreement, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Cloud based Project by itself or through other persons other than Service Provider or its sub-service providers; (B) Third Parties (i.e., other than Service Provider or sub-service providers) at the direction of BMC or ( III) ant compensation / claim or proceeding by any third party against BMC arising out of any act, deed or omission by Service provider or</p> <p>(iv) claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.</p>
48.	<p><b><u>Third Party Claims</u></b> :- (a) Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement.</p> <p>(b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(i) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</li> <li>(ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.</li> <li>(iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.</li> <li>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim,</li> </ul>

	<p>or compromise any proceedings or claim, without the written consent of the Indemnifying Party.</p> <p>(v) Service Provider hereby indemnify and hold indemnified BMC harmless from &amp; against any &amp; all damages, losses, liabilities, expenses including legal fees &amp; cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.</p> <p>(vi) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld &amp; include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; &amp; (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &amp;</p> <p>(viii) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights &amp; defenses of the Indemnified Party with respect to the claims to which such indemnification relates;</p> <p>(ix) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, &amp; on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights &amp; defenses of the Indemnified Party with respect to the claims to which such indemnification relates.</p>
49.	<p><b>Miscellaneous :-</b></p> <p>(a) <b><u>Care to be taken while working at BMC Office</u></b>  Service Provider should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Service Provider should ensure that there is no damage caused to any private or public property. In case such damage is caused, Service Provider shall immediately bring it to the notice of concerned organization and BMC in writing and pay necessary charges towards fixing of the damage.  Service Provider shall ensure that its employees Representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.</p> <p>(b) <b><u>Compliance with Labor Regulations: -</u></b>  The Service Provider shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on BMC project should be paid using ECS/ NEFT/ RTGS. A record of the payments made in this regard should be maintained by the Service Provider. Upon</p>



	<p>request, this record shall be produced to the appropriate authority in BMC and/or Judicial Body. If complaints are received by BMC (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Service Provider.</p> <p>If the Service Provider has less than 20 employees on its pay-roll, then the Service Provider shall submit an undertaking on a stamp paper of Rs. 100/- stating the number of employees. This is as per the requirement of Employee State Insurance Corporation Act 1948. On the other hand if the Service Provider has more than 20 employees on its pay-roll then the Service Provider shall submit the certificate issued by Employee State Insurance Corporation</p> <p>(c) <b>Notices</b> :- Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below</p> <p>BMC:                      Tel:                      Fax:</p> <p>Service Provider: Tel:                      Fax:</p> <p>Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).</p> <p>(d) <b><u>Personnel/Employees</u></b>:-</p> <p>i.) Personnel / Employees assigned by Service Provider to perform the services shall be employees of Service Provider and/or its sub-service providers, &amp; under no circumstances will such personnel be considered as employees of BMC. Service Provider shall have the sole responsibility for supervision &amp; control of its personnel &amp; for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes &amp; social security taxes, worker's compensation, employee &amp; disability benefits &amp; the like &amp; shall be responsible for all employer obligations under all laws as applicable from time to time. BMC shall not be responsible for the above issues concerning to personnel of Service Provider.</p> <p>ii.) Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services &amp; that, such personnel have appropriate qualifications to perform the Services. BMC or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that BMC requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule &amp; upon clearance of the personnel based on profile review &amp; upon schedule &amp; upon clearance of the personnel based on profile review &amp; personal interview by BMC</p>
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	<p>or its nominated agencies, within not later than 30 working days. Service Provider shall depute quality team for the project &amp; as per requirements BMC shall have the right to ask Service Provider to change the team.</p> <p>iii.) Management (Regional Head/ VP level officer) of Service Provider needs to be involved in the project monitoring &amp; should attend the review meeting at least once in a month.</p> <p>iv.) The profiles of resources proposed by Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as '<b>Key Personnel</b>' and the Service Provider shall not remove such personnel without the prior written consent of BMC. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with BMC. Replacement of 'Key Personnel' within first six months of the contract shall not be allowed. Any such replacement would attract financial penalty as deemed appropriate by BMC at that time. The penalty applicable for replacement of "Key Personnel" within the first six months of the contract shall be Rs 50,000/- per change in resource, Maximum one replacement is permissible in the first six months.</p> <p>v.) Except as stated in this clause, nothing in this Agreement will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. BMC shall have the right to review and approve Service Provider's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.</p> <p>vi.) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.</p> <p>(e) <b><u>Variations &amp; Further Assurance</u></b></p> <p>(a) No amendment, variation or other change to this Agreement shall be valid unless made in writing &amp; signed by the duly authorized representatives of the Parties to this Agreement.</p> <p>(b) Each Party to this Agreement agree to enter into or execute, without limitation, whatever other agreement, document, consent &amp; waiver &amp; to do all other things which shall or may be reasonably required to complete &amp; deliver the obligations set out in the Agreement</p>
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## SECTION 8: SPECIAL CONDITION OF CONTRACT & SCOPE OF WORK

### 1. Housekeeping – an Introduction

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

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

Housekeeping services in a school is entrusted with maintaining a hygienic and clean school environment conducive for study. The housekeeping services comprises of the activities related to cleanliness, maintenance of environment and good sanitation services for keeping premises free from pollution.

Housekeeper literally means "keeper of the house". A housekeeping management may be defined as that branch of general management which deals with cleanliness of general environmental hygiene, sanitation and disposal of waste using appropriate methods, equipment and manpower. The housekeeping services can be summarized as "All the activities directed towards a clean, safe and comfortable environment".

### 2. Principles of Cleaning

- School environments are healthier when they are kept clean and well maintained.
- Unsanitary conditions attract insects and vermin, and irritants and allergens found in dust and dirt can have a negative impact on student health and performance in schools. Indoor air pollutants and allergens related to poor cleaning practices contribute to increased respiratory and asthma symptoms among children and adults.
- Regular and thorough cleaning and building maintenance can prevent pest problems, minimize irritants and allergens and create healthier learning and working environments for children and staff.

### 3. SPECIAL CONDITIONS OF CONTRACT (SCC)

- A.) The persons deployed by the service provider should be properly trained, have requisite experience and having the skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipments.
- B.) The service provider should study carefully the locations, site conditions, safety & security conditions, specifications, schedule of quantities, the frequencies of different operations and services to be provided as per the tender documents to fully appreciate the scope of work before quoting his rates. BMC will not, in any way, be responsible for the inadequacy, correctness or insufficiency of information as regards to the site information mentioned in the tender. It is advisable that the service provider visits and surveys the actual site conditions to understand, satisfy and appreciate the scope of work as mentioned in the tender document to arrive at his best optimum quote. It is also required for the prospective bidder to purchase the tender forms before his site visit, without which he may not be entertained or allowed to enter the premises and survey the site. The information & site data mentioned in the tender documents are being furnished for general information & guidance only. The authority/officer in-Charge in no case shall be held responsible for the accuracy

- thereof or any interpretations or conclusion drawn there from. The service provider shall verify such data to his entire satisfaction before quoting the rates.
- C.) The service provider shall have to provide the services as per minimum frequencies mentioned in the tender document to maintain clean environment. However, the work shall have to be done more frequently if required upon the instructions of the authority/officer in-Charge, for which nothing extra shall be paid.
  - D.) The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Building in-charge & nothing extra shall be paid on this account.
  - E.) The service provider shall comply with proper & legal orders & direction of the local or public authority or Municipal Corporation and abide by these rules & regulations & pay all fees & charges which may be liable.
  - F.) The service provider shall give due notice to Municipal Corporation, Police and / or other authorities that may be required under the Law/Rules under force & obtain all requisites licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of the execution of the work under the agreement. Nothing extra shall be paid on this account.
  - G.) The service provider shall be responsible to arrange at his own cost all necessary tools, plants & machinery required for execution of work.
  - H.) No assistance of any kind including foreign exchange shall be made available by the department for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only.
  - I.) The service provider shall execute his services in such a manner that no damage is made to the existing structures, plant & machinery and any type of equipment.
  - J.) The service provider shall conduct his work so as not to interfere with or hinder with the operations of other service providers, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of Building in-charge.
  - K.) Any person or party who is a minor or who has been adjudged adolescent or who has been convicted in a Court of Law for an offence under the Indian Penal Code or an offence involving turpitude or other criminal activities or detained under any preventive law, for the time being in force such as TADA, F.E.R.A., etc. or who has been black listed by the Central/State Government or any Corporations, is not eligible to submit any Tender. Tender, if submitted by such person or party shall be treated as invalid.
  - L.) Materials and chemicals of approved quality and standard shall be used.
  - M.) Machinery / equipment procured by agency are the property of the service provider and will be maintained by agency at his own cost. For maintaining the machinery in running condition, the service provider shall preferably carry out the AMC for the machines which he has procured for the purpose of carrying out the work from the manufactures of the machines.
  - N.) Utmost care shall be taken to keep the noise level during the services to the bare minimum so that no disturbance as far as possible is caused to the people nearby.
  - O.) No inflammable materials shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules / instructions issued by the competent authorities and as per the direction of

Building in-Charge.

- P.) In the event of any restriction being imposed by the Police agency, BMC, Traffic or any other authority having jurisdiction in the area on the working or movement of labour / material, the service provider shall strictly follow such restrictions and nothing extra shall be payable to the service provider on this account. General Security restriction are given as under :
- Q.) The service provider should ensure the Health and Safety measures of the employees, deputed for the works at his end, BMC may also conduct health checkup of the staff deployed at regular intervals at the service provider cost if required.
- R.) The service provider will be responsible for supply / installation / refilling / maintenance of all such items/ equipment used in wash rooms and other areas of the School for housekeeping purposes as given in **Annexure-12**.
- S.) The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. The service provider shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The service provider shall be fully responsible for the conduct of his staff.
- T.) The service provider at all times should indemnify BMC against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time, BMC will not own any responsibility in this regard. Minimum wages will have to be paid by service provider / contractor as per Maharashtra state Govt. Rules and adopted by BMC from time to time.
- U.) The initial period of contract shall be for 12 months, **which may be extended by two year**, one year at a time depending upon the performance of agency and at discretion of BMC. BMC however, reserves the right to terminate the contract by serving one month notice, in writing if the BMC administration is not satisfied about the services of the service provider. The service provider may also ask for the same by giving three month notice but he has to provide the housekeeping facility till the next agency takes over.
- V.) In case of breach of any terms and conditions attached to the contract, the Performance Guarantee of the service provider will be liable to be forfeited by BMC besides annulment of the contract.
- W.) The service provider has to provide standard liveries on his part to its housekeeping staff. The staff shall be in proper uniform having printed **1) HOUSEKEEPING STAFF & NAME OF COMPANY, 2) ATTENDANT & NAME OF COMPANY on Reflective tape** for respective employee, provided by the service provider but approved by BMC administration with their identity properly displayed, samples of liveries (Dark Blue for Cleaning and khakhi for attendant personnels) will have to be submitted by the Service provider for the approval of competent authority. School will provide the space for setting up a control room for the service provider in the premises of the concerned building from where the service provider and his own supervisory or office staff can control the housekeeping labour force working in the School. The service provider will arrange for all items needed for his staff viz., time keeping machine, Computerized inventory of stores, computerized daily duty roster chart, etc. The housekeeping staff will first report to the control room and subsequently deployed for

- duty after having been checked for liveries, upkeep, issue of materials and equipment's, etc.
- X.) Once the housekeeping and attendant staff is allotted an area of work he or she will be under supervision school authority and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by school authority and should be considered in the scope of work if it is for the benefit of the students.
- Y.) The Service provider shall:
- i.) Ensure Animal (quadrupeds), honey bee, bats, bees, pigeon, Flies free environment in the premises of BMC.
  - ii.) Provide all items and consumables to their users as per Annexure-12 if in his scope.
  - iii.) Ensure that their managers/supervisors are equipped with mobile phones.
  - iv.) Arrange for a garbage disposal vehicle or garbage trolley, and other equipment required for segregation and Disposal of waste in a professional manner to designated place as ear marked by school authority.
  - v.) Provide Waste management services when applicable including all equipment, containers, trolleys etc. and compliance with Hazardous waste management and handling rules.
  - vi.) Plan; manage collection, mechanized screening / segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco friendly manner. The service provider will arrange for required resources, including manpower, machinery, disposables etc which is used by the housekeeping staff. The service provider will also ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the service provider to the housekeeping staff.
- Z.) Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- AA.) Once the housekeeping staff is allotted an area of work he or she will be under supervision of the **A.O School/Bit officer/Headmaster** of that area and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the A.O School/Headmaster. All instruction given by A.O School/Headmaster should be considered in the scope of work.
- BB.) The service provider shall be wholly responsible for the conduct/integrity of each supervisor/sweeper /attendant deputed by him. The service provider shall also be responsible for any act of omission or commission on the part of his sweepers,

- attendants and supervisors and he will keep a regular watch on their conduct and behaviour. Any damage done/caused to the existing structure/furniture/fittings by the workers of the service provider's firm shall be got rectified by the service provider at his own risk and cost.
- CC.) In case of pecuniary and material loss suffered by the Department on account of negligence attributable to the Service provider or his employees, the BMC will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Department, the balance, as may be necessary shall be recovered from the contractual charges due to the service provider's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.
- DD.) The service provider himself shall be responsible for the safety and maintenance of his tools and plants materials. No damages/claim of the service provider on this account shall be entertained.
- EE.) All the Tools and materials, viz. Scrubbing machine, trolley, buckets, mugs, pipes, ladders etc. shall have to be transported by the service provider himself. The BMC shall not entertain any extra claim/expenditure on account of these tools and materials.
- FF.) The service provider will supply sufficient sets of uniforms, badges, and gum-boots to each sweeper, who shall invariably working hours, any sweeper is found to be without uniform/badges, he/she will be marked absent and necessary recovery as per condition will be made from the service provider's bills.
- GG.) The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in charge whose decision in this regard shall be final and binding on the service provider.
- HH.) The sweepers and supervisor shall be under the direct control of the officer in-charge or his/her authorized representative for day-to-day maintenance operations.
- II.) Water & Electricity will be supplied free of cost to the service provider but necessary arrangement for lead wires, cable (shock proof) etc. shall be arranged by the service provider and nothing extra shall be paid on this account.
- JJ.) Municipal Commissioner is not bound for any relief/compensation if there is any reduction in the scope/quantum of the work or if no work is awarded at all.
- KK.) The service provider shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the currency of the contract, comply with all relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the BMC would compensate for the losses and damages of material/manpower.
- LL.) The service provider shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
- MM.) The material for daily use like vim powder, liquid soap, Naphthalene balls, Hydrochloric Acid, Odonil balls/stick, fresheners, toilet soap, phenyl, sanitary cubes, toilet paper, tissue paper, Finit, Homocol liquid soap, Harpic, pochha, hand duster, toilet brush, plastic seekh brooms, jail brush, calanzo, platform brush, wiper, soft brooms, surf etc. shall be arranged by the Agency for which he has to quote in the financial bid. The material being used by the agency would be of superior quality/standard and of prominent brand as stated.

- NN.) While working on machines operated on electricity, the workers operating the machine should be provided with proper gum boots and hand gloves so as to ensure his/her personal safety any possible electric shock due to use of water or otherwise.
- OO.) For Electrical and Plumbing Services: The Contractor should get work done from Govt. Recognized & License Electrician & License Plumber.
- PP.) Inside/Outside area mentioned in the tender is approximate. It may change as per requirement of education department during 3 years of contract period.

#### **4. Manpower**

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



<p>applicable from time to time with regard to the personnel engaged by the bidder for the BMC.</p>
<p><b>5. Risk Clause</b></p> <ol style="list-style-type: none"> <li>1. The service provider shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. BMC reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk &amp; cost and responsibilities of existing service provider and excess expenditure incurred on account of this will be recovered by the BMC from the service providers Security Deposit or pending bill or by raising a separate claim.</li> <li>2. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with designated officer of BMC. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Education Department, and shall not knowingly lend to any person or company any of the effects or assets of the Education Department, under its control.</li> <li>3. In the event of loss/damage of equipments etc. at the premises of the BMC, due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to BMC. The service provider or its representative/s shall meet Education Department's representative/s regularly to take feedback regarding the Housekeeping Services.</li> <li>4. The service provider will also maintain a suggestion book for comments on the services rendered by it.</li> <li>5. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the BMC premises and shall indemnify Education Department, for any loss or damage caused by any act of the service provider or its employees or staff etc.</li> <li>6. The service provider shall not assign or sublet this Agreement or any part thereof to any third party.</li> <li>7. Training on behavior aspects and ethics must be done regularly, BMC way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.</li> <li>8. Licenses if any required for Housekeeping Services at the site will be made available by the service provider.</li> </ol>
<p><b>6. PHYSICAL STANDARDS AND QUALIFICATIONS:-</b></p> <p>The employees of the Agency shall be of Good character and of sound health and a certificate must be provided by the concerned in this regard.</p> <p><b>7. HOUSEKEEPING &amp; ATTENDANTS:-</b></p> <ol style="list-style-type: none"> <li>I. Age: <b>Not less than 18 years &amp; more than 58 years.</b></li> <li>II. Height: Gents – Minimum 162 cm &amp; Ladies – Minimum 150 cm</li> <li>III. Character Certificate: From Police Department</li> <li>IV. Medical fitness certificate from Government/ Semi Government Doctors con-</li> </ol>

firming that person is not suffering from any communicable disease/ psychological illness.

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

**8. SCOPE OF WORK IS AS FOLLOWS-**

**I) Housekeeping services at BMC Schools includes;**

**a) Areas of Class rooms, Offices, Laboratory, Library etc.**

1. General cleaning (sweeping, mopping, dusting and any other connected work) of the office rooms, open office halls, conference rooms (Halls), Auditorium, Library, reception, pantry all rooms inside the school and all unspecified room areas within the School premises.
2. Removal of garbage from dustbins in plastic bags. Replacing old plastic bags with new plastic bags. No garbage will be left in the site overnight. The plastic bag for the dustbins and for carrying the garbage will have to be provided by the contractor.
3. Removal of waste papers, packing material, and any other garbage from the rooms. Cleaning of furniture, benches, table tops, frames, panels, railings, glasses and cabin partitions with approved cleaning material.
4. Stain removal treatment in rooms, area of office Cabins, Auditorium, reception etc. and stain removing of the equipments, furniture, benches, table tops, chairs, cupboards, frames, panels, railings, glasses and cabin partitions etc.
5. Air-freshener spray in, Officer's rooms once in a day and also on requirement basis as directed by the department.
6. Cleaning and dusting of Lab equipments, machines, computers, keyboards, terminals, printers, Photostat machines, filing cabinets, telephones, fax, electric fans and any other equipment Gadgets and machine lying there at.
7. Cleaning and dusting of planters, panels, doors, paintings, posters, notice-boards etc.
8. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
9. The biodegradable and non-biodegradable waste shall be segregated and disposed off by the contracting agency on day-to-day basis. The agency should follow the Guidelines /Act in this regard.
10. Machine and Hand scrubbing and thorough cleaning/washing of the entire floor area by using approved branded cleaning material and dry/wet mopping.
11. Dusting of walls, roofs etc. from top downward and removal of cobweb.
12. Polishing of brass/copper fixtures.
13. Cleaning of windowpanes and partition door.
14. Weekly cleaning and dusting of Ventilator blinds and brushing of upholstered chairs

and sofas.

15. Cleaning of nameplates and paintings with glass top.
16. Cleaning of floors by shifting and moving furniture such as sofa, cupboards, tables, etc
17. Polishing of covered floor area, cleaning of sanitary/water supply fixtures, wall tiles, etc. if any.
18. Removal of cobwebs in back/hidden areas in places like store rooms, electrical sub-stations, electric meter room etc.
19. Insect Control/Disinfection treatment will be done by means of spraying to get rid of ticks, cockroaches, ants, beetles, etc.

**b) Areas of Passages, Varanda, Corridors, Staircase etc**

1. General cleaning (sweeping, mopping, dusting and any other connected works of cleaning) of the **internal areas of Passages, Varanda, Corridors, Staircase, lift rooms** parking areas, service area, etc all inside the school and all unspecified areas/location within the School premises.
2. Removal of garbage from dustbins in plastic bags. Replacing old plastic bags with new plastic bags. No garbage will be left in the site overnight. The plastic bag for the dustbins and for carrying the garbage will have to be provided by the contractor.
3. Removal of waste papers, packing material, plant leaves (waste) and any other garbage from the school building including the passages, corridors, staircases, lift areas, porch, parking area, electric rooms etc.
4. Cleaning of furniture, table tops chairs, equipments, gadgets, cupboards, frames, panels, boards railings, glasses and cabin partitions with approved cleaning material.
5. Stain removal treatment of entire premises including passages, corridors, staircases, lift areas, porch, parking area, electric rooms, etc. and stain removing of the furniture and equipments.
6. Cleaning and dusting of, filing cabinets, telephones wires, electric fans and any other equipments and machine lying there at.
7. Cleaning and dusting of planters, paintings, posters, notice-boards etc.
8. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
9. The biodegradable and non-biodegradable waste shall be segregated and disposed off by the contracting agency on day-to-day basis. The agency should follow the Guidelines /Act in this regard.
10. Machine and Hand scrubbing and thorough cleaning/washing of the entire floor area by using approved branded cleaning material and dry/wet mopping.
11. Dusting of walls, roofs etc. from top downward and removal of cobweb.
12. Polishing of brass/copper fixtures.
13. Cleaning of windowpanes and partition door.
14. Weekly cleaning and dusting of Ventilator blinds and brushing of upholstered chairs and sofas.

- 15.Cleaning of nameplates and paintings with glass top.
- 16.Cleaning of floors by shifting and moving furniture such as sofa, cupboards, tables, etc
- 17.General cleaning/dusting of panels, posters, paintings, etc.
- 18.Polishing of covered floor area, fixtures, wall tiles, etc.
- 20.Removal of cobwebs in back/hidden areas in places like store rooms, electrical sub-stations, electric meter room etc.
- 19.Insect Control/Disinfection treatment will be done by means of spraying to get rid of ticks, cockroaches, ants, beetles, etc.

**c) Areas of Toilet / Urinal Blocks, Bathrooms, Changing Rooms, Drinking water facility area etc.**

1. General cleaning (sweeping, mopping, dusting and any other connected work) of the space for drinking water facility, water coolers, toilet/ urinal blocks, bathrooms, changing rooms all inside the school and all unspecified areas
2. Removal of garbage from dustbins in plastic bags. Replacing old plastic bags with new plastic bags. No garbage will be left in the site overnight. The plastic bag for the dustbins and for carrying the garbage will have to be provided by the contractor.
3. Removal of waste papers, packing material, and any other garbage from the entire area etc.
4. Cleaning of, glasses, doors, louvers, windows and cabin partitions with approved cleaning material.
5. Stain removal treatment of space for drinking water facility, water coolers, toilet / urinal blocks, bathrooms, changing rooms, all inside the school and all unspecified areas entire premises including stairs, area of office Cabins, Auditorium, reception, toilets etc.
6. Restocking of toiletries in toilets after intensive daily checking in the morning and afternoon cleaning and scrubbing of toilets, WC's, urinals, wash basins, floor area of toilets and cleaning and wet dusting / wiping of mirrors, frames etc. in toilets with approved material, re-filling liquid soap dispensers (on daily basis in toilets and requirement basis in officers toilets),
7. Cleaning and dusting of planters, paintings, posters, notice boards etc.
8. Removal of bird droppings and other dirt's on the inner walls or on the foot of doors, ventilators etc. as and when required.
9. The biodegradable and non-biodegradable waste shall be segregated and disposed off by the contracting agency on day-to-day basis. The agency should follow the Guidelines /Act in this regard.
- 10.Machine and Hand scrubbing and thorough cleaning/washing of the entire floor area by using approved branded cleaning material and dry/wet mopping.
- 11.Dusting of walls, roofs etc. from top downward and removal of cobweb.
- 12.Polishing of brass/copper fixtures.
- 13.Cleaning of drinking water coolers area, dust bins, buckets etc. with detergents.

14. Weekly cleaning and dusting of Ventilator blinds and brushing of upholstered chairs and sofas.
15. Cleaning of nameplates and paintings with glass top.
16. Cleaning of floors by shifting and moving furniture such as sofa, cupboards, tables, etc
17. Polishing of covered floor area, cleaning of sanitary/water supply fixtures, wall tiles, etc.
18. Removal of cobwebs in back/hidden areas
19. Insect Control/Disinfection treatment will be done by means of spraying in Toilets to get rid of ticks, cockroaches, ants, beetles, etc.

**d) Areas of Open, Playground, Garden etc.**

1. General cleaning (sweeping/ brooming), Irrigation, watering in Garden.
2. Stain removal treatment in Garden and stain removing of the equipments,
3. De-weeding and soil aeration
4. Lawn mowing and rolling
5. Side cutting, pathway grass cutting & cleaning
6. Training /Pruning of Hedge, edges and shrubs
7. Flower Beds maintenance
8. Application of Fertilizers, Pesticides, Soil
9. Pruning and removing of Trees branches
10. Wild grass removing and removing of stagnated water from open area.
11. Cleaning of drainage arrangements ,chambers etc.
12. Removing of fallan/dried tree branches,leaves etc.
13. Removing dead animals,birds etc.

**e) Area of Water tanks, Overhead tanks etc.**

1. Empty the overhead / underground water tank / drinking water facility tanks and coolers of any size, shape, & capacity, Dry cleaning, stain removing internally and externally.
2. Cleaning, internal wall surfaces, bottom and ceiling of tank thoroughly including Sludge removal, Sanitizing, Cleaning, Germiciding, etc

**f) For Electrical and Plumbing Services**

1. All electrical instruments of the school building should be in running position.
2. All the Taps, water motor (pumps) drainage arrangement should be in running position.
3. Inspect the site to ascertain that the electricity and plumbing connections are intact, to make necessary tools and material arrangements from CORPORATION, and repair the same.(Only minor repairs).
4. Give indent to supervisor to purchase the parts to be replaced.

5. Any complaints must be attended/ repaired within 24 hrs of receipt of complaints.
6. When it is not possible to attend the complaint within stipulated period, the same must be informed to building-in-Charge of the premises for further action and permission with the reason.
7. All material pertaining to maintenance & Minor repairs for this will be supplied by BMC.

**g) Insect Control / Pest Control / Fogging Schedule**

1. The agency/Sub-contractor shall have requisite licenses for carrying out insect & pesticide control/disinfection treatment. Agency can appoint sub-contractor for carrying out this work.
2. Documents/Licenses related to this shall be submitted at the time of carrying out actual work to the User department and verification of documents will be done by User Department.
3. Copy of the License to sell, stock or exhibit for sale or distribute insecticides, including stock and use of insecticides for commercial pest control operations, issued by the Licensing authority, agriculture department, Govt. of Maharashtra shall be submitted in this regard.
4. The agency will make necessary arrangements for insect & pesticide control/disinfection
5. treatment will be done by means of spraying in Toilets to get rid of ticks, cockroaches, ants, beetles, etc.
6. Insect control treatment should be extensively carried out in the site on every weekend.
7. Insect Control complaints should be attended on all days. Agency will use approved chemicals for Insect control complaints. Necessary, qualified, manpower for the purpose
8. Should be available on site for immediate attention.
9. Insecticide/ pesticide application etc. shall be completed in the evening after school hours (i.e. 6:30 pm onwards), on day to day basis as decided by Education Department.
10. The agency will make necessary arrangements for fogging (During Rainy & winter Seasons) in the Campus once in a month to control mosquito borne diseases.
11. The fogging may be also be done as and when directed by the school. The agency will carry out Anti-termite Treatment twice a year during Diwali & summer vacations.
12. Pest control, Mosquito control & Rodent control of the entire school premises area including all shall be carried out fortnightly.

**II) For Attendant services at BMC Schools.**

1. The role of Attendants is to maintain discipline in the school campus from various threats like personal assaults, vandalism, thefts of high value items such as Computers, Furniture, fixtures etc. They should maintain proper control at the main gate of

<p>the school.</p> <ol style="list-style-type: none"> <li>It is necessary to ensure that when the school is closed, all the rooms are properly secured and locked and the keys are kept in safe custody. Likewise they should also open the rooms and keep ready when the school reopens.</li> <li>The attendants should ensure that cycles and other vehicles are properly parked in the school premises for authorized persons and no unauthorized access should be allowed during day as well as night and also during and after school hours including vacation period.</li> <li>The attendant should ensure that no outside vendors or hawkers are allowed in school premises as well as prohibited area in front of School Gates.</li> <li>The schools should be kept free of fire hazards. Regular checks of Fire Extinguishers, electric connections, storage of papers and other combustible material need to be carried out. They should also ensure that smoking should not be allowed in schools premises as schools are declared 'No Smoking Area' by government.</li> <li>Most of the schools are having a First-Aid Kit. Hence it is necessary that the school Attendant has some basic knowledge of the first-aid &amp; fire fighting in case such a necessity arises. In the eventuality of any panic or disaster or a fire or a serious incident, the schools Attendants are required to take the charge of the situation and maintain discipline.</li> <li>The attendant should compulsorily wear the uniform along with the identity provided by concern Authority while on duty.</li> <li>He should maintain and keep, in an easily accessible area, the contact numbers of all important persons and places such as School Authorities, nearest Police station, Fire stations, Hospitals, Ambulance, Local Councilors etc.</li> <li>They should ensure that no untoward incident takes place in the school premises. In case there is a theft or any other security / safety problem in the school, the school Attendants will take necessary action as per the instructions from the concerned Head Master or Administrative Officer (School). If necessary, school Attendant will report the matter to the Police station and in such case eventuality will co-ordinate with the Police or other security agency or school staff.</li> <li>The contractor should also have proper inbuilt supervisory mechanism to have proper check and control over the services provided.</li> <li>Pump operation &amp; common area lighting operations should be in the scope of attendants.</li> <li>All school buildings required attendants services for 24 Hrs.</li> <li>Coordination with Electrical, Plumber for repairs &amp; maintenance.</li> </ol>
<p><b>9. <u>Housekeeping Monitoring and Control :</u></b></p> <p>For better management and smooth services, the following monitoring mechanism will be adopted by the service provider:-</p> <p>The service provider will make a cleaning programme and submit to Authorities of BMC so</p>

that concerned official / In charge for the particular area /head master/AO school can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

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

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

**11. Liquidated damages:**

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

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

**12. Schedules of service required**

**A] Cleaning of Rooms, Offices and other internal areas during functional period**

Sr. No.	Area	Activity	Frequency
1	School Room Floors	Damp & dry mopping, sweeping	Twice a day, before every session.
2	Benches, tables, chairs, cupboards and other	Spit stains removal, Dry cleaning, stain removing	As required. Once a day.



	furniture items & computer / other Labs.		
3	Black Boards	Damp or dry Mopping.	Once a Day.
4	Dustbins and outer school open spaces / grounds and gates.	Emptying bins and cleaning outer corridors	Once a Day.
5	Windows and door shutters, channels and Glass Panes cleaning.	Dry cleaning, stain removing.	Once a Week.
6	Fans, Tube lights etc. cleaning	Dry cleaning, stain removing	Fortnightly
7	Internal Walls and roof area.	Dusting, Cob Web Cleaning.	Fortnightly.
8	Terrace area, rain water outlets.	Sweeping, removing of blockages, cob-web cleaning.	Quarterly.
9	Mechanized Cleaning using Scrubber Machines, Vacuum Cleaners, High Pressure Jet Machines, and Telescopic Kits etc. - Weekly Once		

**Note:** Sweeping & mopping shall be carried out minimum twice a day preferably before every shift.

It is responsibility of bidder to maintain the entire school premises including toilets and urinals in neat, clean and hygienic condition. If any dust, waste paper, garbage, dirt is observed penalty as stated in penalty clause will be levied.

If respective A.O.(S)/Building in-charge feels that cleaning is not proper due to shortage of manpower he may ask the concern bidder to provide extra manpower.

#### **B] Cleaning of Passages & outer Corridors :**

<b>Sr. No.</b>	<b>Scope of Work</b>	<b>Activity</b>	<b>Frequency</b>
1	Staircases & Railing Cleaning.	Damp & Dry Mopping.Sweeping.	Once a Day.
		Spit stains removal	As required.
2	Main Gates & Porch Area.	Damp & Dry Mopping,Sweeping.	Once a day.
		Spit stains removal.	As required.
3	Fans, Tube-lights etc. Cleaning.	Dry Cleaning, stain removing.	Fortnightly.
	Walls and roof area.	Dusting, Cob Web Cleaning.	Fortnightly.

4	Door frames & Window sills cleaning.	Mopping, cleaning, stainremoving.	Once a week.
	Man-height Columns, Side-walls cleaning.	Dusting, dry cleaning	Monthly.
5	Out skirt area.	Sweeping, Brooming	Alternate Day.
		Removing of stagnant water.	As & When required.
6.	Dust bins	Emptying and cleaning of bins.	Once a Day.
Mechanized Cleaning using Scrubber machines, Vacuum Cleaners, High Pressure Jet Machines, and Telescopic Kits etc. - Weekly Once			
Gardening where Mali cum caretakers are not available			

### C) Cleaning of Toilets / Urinals

Sr. No.	Scope of Work	Activity	Frequency
1	Floor area	Damp Mopping, Sweeping	Once a Day
		Pressure cleaning, stain removing, disinfectations.	Once a Week
2	Urinals, partitions, W.C. pots, commodes, wash basins etc. cleaning.	Manually	Twice a Day
		Pressure cleaning, stain removing, disinfectations.	Once a Week
3	Doors, Window channels etc. Cleaning	Dry cleaning, stain removing	Once a Week
4	Switch Boards & Instruments cleaning.	Dry cleaning, stain removing	Once a Week
	Electrical instruments like Exhaust Fans, Tube-lights etc. cleaning.	Dry cleaning, stain removing	Fortnightly
5	Internal area.	Manually.	Once a Day
	Side-Walls Cleaning up-to man-height.	Pressure cleaning, stain removing, disinfectations.	Fortnightly
6	Dust bins	Emptying and cleaning of bins.	Once a Day
Mechanized Cleaning using Scrubber machine, Vacuum Cleaners, High Pressure Jet Machines, and Telescopic Kits etc. - Weekly Once			

### Housekeeping during Holidays :

The services mentioned in (A), (B) & (C) above will be discontinued during summer vacations (i.e. 2<sup>nd</sup> may to 31<sup>st</sup> may) & Diwali vacation (as declared every year) and for this

period contractor will not be paid.

**However if the Education Officer requires services for particular area in some schools for few days during vacation period, then PO will be issued to the contractor. The payment for this period will be made on pro-rata basis of rates for Housekeeping works.**

**D) Scope of Work during Summer Vacation: 1<sup>st</sup> June to 12<sup>th</sup> June**

Sr. No.	Scope of work	Activity	Frequency
1	Floor area at all locations	Thorough Scrubbing of Floors with the help of machines.	Till thoroughly cleaned
2	Internal Walls & Ceilings	Thorough dry dusting, cob web removal.	Till thoroughly cleaned
3	Doors and Windows	Semi wet wiping of all the doors and windows including clearing of Graffiti, Ink marks, bird droppings etc	Till thoroughly cleaned
		Window glasses cleaning of all windows with Glass cleaning kit.	Till thoroughly cleaned
		Oiling of all the hinges of doors and windows for smooth functioning.	Twice a year
4	Switch Boards & Instruments Cleaning	Cleaning with stain remover	Till thoroughly cleaned
5	Electrical instruments like Ceiling Fans, Table Fans, Exhaust Fans, Tube-lights, Bulbs etc. cleaning.	Thorough Dry cleaning and stain removing.	Till thoroughly cleaned
6	Dust bins.	Washing of bins.	Till thoroughly cleaned
7	Toilets	Thorough cleaning and sanitizing of WC and Urinals	Till thoroughly cleaned & Sanitized

8	Mechanized Cleaning using Scrubber machines, Vacuum Cleaners, High Pressure Jet Machines, and Telescopic Kits etc. - Weekly Once.
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**Note: Cleaning of the premises, before and after any function during vacation period will have to be carried out by the contractor as per requirement at no extra cost.**

**E) Electrical and Plumbing Services:**

1. Visit by a Team of staff every school at least once in a week. Receive and register complaints in prescribed format and take necessary corrective actions wherever possible.
2. Inform to supervisor and concerned authorities so as to take necessary action.
3. Inspect the site to ascertain that the electricity and plumbing connections are intact, to make necessary tools and material arrangements from BMC, and repair the same. (Only minor repairs).
4. Give indent to supervisor to purchase the parts to be replaced.
5. Any complaints must be closed/ repaired within 24 hrs of receipt of complaints.
6. When it is not possible to close the complaint within stipulated period, the same must be informed to building-in-Charge of the premises for further action and permission with the reason.
7. All material pertaining to major facility maintenance, tools and tackles will be supplied by Corporation.
8. Cleaning of lighting Fixtures & Accessories, Cleaning of Air conditioners, Cleaning of portable fire extinguishers / smoke detectors / fire detectors, Cleaning of Notice boards, Cleaning of furniture provided in all rooms/offices, Cleaning of Office equipments, Cleaning of Fire Hydrants, Fire Panels, All types of pipes, valves etc.
9. Cleaning of all the Drains available in the premises of school.

**Note:**

The above services mentioned in (E) will be discontinued during summer vacations and Diwali vacations and the contractor will not be paid for these services during this period.

Sr. No	Scope of Work	Activity	Frequency
1	Fans, Tube light etc. cleaning	Dry cleaning, stain removing	Once in a Week
2	Switch boards cleaning	Dry cleaning, stain removing	Once in a Week
	Electrical instruments like Exhaust Fans, Tube light etc. cleaning	Dry cleaning, stain removing	Once in a Week
3	Water tanks cleaning	Empty the water tanks, Dry cleaning, stain removing internally and externally	Once in month.
		Refilling of water tank	Continuous /as needed
4	Maintenance	Maintenance/Replacement	As and when

		of tube lights, Electrical fuses, Switches, Tabs/valves of water tanks and other minor maintenance work	required or demanded
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GARDEN Maintenance Scope		
Sr. No.	Activity	Duration
1	Irrigation / watering	Daily
2	Garden Cleaning	Daily
3	De-weeding and soil aeration	Weekly
4	Lawn mowing and rolling	Weekly
5	Side cutting, pathway grass cutting & cleaning	Weekly
6	Training /Pruning of Hedge, edges and shrubs	Weekly
7	Flower Beds maintenance	Weekly
8	Fertilizers, Pesticides, Soil Application	Weekly
9	Pruning and removing of Trees branches	Weekly
10	Wild grass removing from open area	Weekly

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

### 13. Display Board for Housekeeping Service:

Display boards shall be of Sunboard/ Acrylic sheet with minimum 3 mm thickness and shall be installed at prominent places like Passages, Toilet blocks, etc. having list of housekeeping services as approved and suggested by Education department.

The Information, Size of Display board and Font size shall be approved by Education department.

Display boards shall be illuminated/non-illuminated for display of Housekeeping Performance as decided by Education Department.

### 14. Education department needs to ensure monthly consumption of following materials as per following table:

#### Minimum Material Required for Housekeeping Services at Schools

Sr. No.	Material Description	Unit	Required Qty	Frequency
1	Aluminium Handle With Thread	NO.	1	Monthly
2	Chock Up Pump With Wooden Handle	NO.	1	Monthly
3	Dry Mop Frame 2 Ft	NO.	1	2 month
4	Dust Pan Plastic	NO.	1	2 month
5	Hockey Brush Double Side	NO.	1	Monthly

6	Mr.Tall Brush With Metal Handle 5 Ft	NO.	1	2 month
7	Nylon Scrubber	NO.	2	Monthly
8	Bucket Plastic 10 Ltr	NO.	1	2 month
9	Bucket Plastic 18 Ltr	NO.	1	2 month
10	Plastic Bucket 5 Ltrs	NO.	1	2 month
11	Plastic Drum 100 Ltr With Lid	NO.	1	Yearly
12	Plastic Drum 50 Ltr With Lid	NO.	1	Yearly
13	Plastic Mug 1 Ltr	NO.	1	2 month
14	Round Brush Toilet	NO.	1	2 month
15	Spray Pume Gun	NO.	1	2 month
16	Spray Bottle 500 MI	NO.	1	2 month
17	Bamboo Stick 5 Ft	NO.	1	2 month
18	Bleaching Powder 1Kg	KG	10	Monthly
19	Dettol Handwash 900 MI Original Bottle	NO.	10	Monthly
20	Dettol Soap 75 Gms Original	NO.	2	Monthly
21	Harpic Original Toilet Cleaner 500 MI	NO.	10	Monthly
22	Hit Black Spray 200 MI	NO.	1	Monthly
23	Hit Red Spray 200 MI	NO.	1	Monthly
24	Hard Broom Clip 2 Inch	NO.	1	2 month
25	Measuring Jar 500 MI	NO.	1	Yearly
26	Mini Scrapper	NO.	1	2 month
27	Mori Brush	NO.	1	Monthly
28	Napthalene Balls 1 Kg	NO.	5	Monthly
29	Iron Plate(Palati Patra) 4 Inch	NO.	1	2 month
30	Wheel Detergent Powder 500 Gm	NO.	15	Monthly
31	Urinal Cubes 200 Gms Multicolour	NO.	10	Monthly
32	Sign Board (Work In Progress)	NO.	1	Yearly
33	Steel Scrubber Ghasani 20 Gm	NO.	5	Monthly
34	Green Sunny Concentrated Phenyl 1Ltr	LTR	10	Monthly
35	Hose Pipe Nylon 1 Inch	BUN	1	Yearly
36	Soft Broom 325 Gms	NO.	2	Monthly
37	Hard Broom 450 Gms	NO.	2	Monthly
38	Wet Mop Clip 6 Inch	NO.	1	Monthly
39	Floor Wiper Plastic 16" Without Handle	NO.	1	2 month
40	Floor Wiper Plastic 21" Without Handle	NO.	1	2 month
41	Microfiber Duster 40Cmx40Cm	NO.	2	Monthly
42	Yellow Duster 12X18 Inch	NO.	2	Monthly
43	Air Freshener Moments 234 MI	NO.	2	Monthly

44	Air Freshner Premium 217 Ml	NO.	2	Monthly
45	Dettol Anteseptic Liquid 1 Ltr	LTR	1	Monthly
46	Rubber Hand Gloves	PAIR	2	Monthly
47	Odonil Toilet Air Freshener 50 Gm	NO.	5	Monthly
48	Check Duster Cloth Blue 18 X 18	NO.	5	Monthly
49	Check Duster Cloth Red 18 X 18	NO.	5	Monthly
50	Glass Duster Red 18"X 18"	NO.	5	Monthly
51	Glass Duster Blue 18"X18"	NO.	5	Monthly
52	Rough Duster 24 X 24	NO.	5	Monthly
53	Rough Duster 20 X 20	NO.	5	Monthly
54	Wet Mop Refill	NO.	2	Monthly
55	Dry Mop Refile 2 Ft	NO.	2	Monthly
56	Dry Mop Refill 3 Ft	NO.	2	Monthly
57	Anti Pollution Hosiery Mask	NO.	2	Monthly
58	Urinal Screen	NO.	5	Monthly
59	Nylon Scotch Brite Scrub Pad 10CM x 15CM	NO.	5	Monthly
60	Mask N95	NO.	2	Monthly
61	Glass Wiper Plastic With Sponge	NO.	1	Monthly
62	Unique Wiper 23" Set	NO.	1	Monthly
63	Unique Wiper 23"Without Handle	NO.	1	2 month
64	Garbage Bag Oxo-Bio Green 19X21 30 Bags	Roll	5	Monthly
65	Garbage Bag Oxo-Bio Black 19X21 30 Bags	Roll	5	Monthly
66	Garbage Bag Oxo-Bio Green 30X50 10 Bags	Roll	1	Monthly
67	Garbage Bag Oxo-Bio Black 30X50 10 Bags	Roll	1	Monthly
68	Taski Suma Inox D7 S.S. Cleaner	LTR	5	Monthly
69	Taski R1 Super Bathroom Cleanercum	LTR	10	Monthly
70	Taski R2 Hygienic Hard Surface Cleaner	LTR	10	Monthly
71	Taski R3 Glass Cleaner Concentrate	LTR	5	Monthly
72	Taski R4 Furniture Maintainer Polish	LTR	5	Monthly
73	Taski R5 Air Freshener	LTR	10	Monthly
74	Taski R6 Toilet Bowl Cleaner Gel	LTR	10	Monthly

#### **Section 8.FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.**

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

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

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

The date of commencement of the event of Force Majeure.

The nature and extent of the event of Force Majeure.

The estimated Force Majeure Period.

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

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

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



**Annexure -1**

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**

**Tender ID :2025\_BMC\_1221076\_1**

**Particulars about the tenderer- (Specimen copy)**

**(To be uploaded in Packet 'A')**

Date:-.....

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

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.
  - a) Registered Head Office with Postal Address and Telephone Numbers
  - b) Mumbai Office address with Telephone Numbers.
5. Name & address of the Bidder(s).
  - a) Registered Head Office with Postal Address and Telephone Number
  - b) Mumbai Office address with Telephone Number.
6. Total annual turnover in the last three Financial Years of tenderer.
7. 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. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
9. Location of other works owned by the firm/Service Provider (if any)
10. Registration No. of the Agency under the Companies Act
11. Registration & Licence No. of the Agency under Contract Labour (Regulation & Abolition) Act , 1972:
12. PAN No of the company.
13. GST Registration No.
14. E.P.F. Registration No.
15. E.S.I. Registration No.

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

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

**Annexure -2**

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**

**Tender ID : 2025\_BMC\_1221076\_1**

**Tender Form**

**(To be uploaded in PACKET A)**

To,  
The Municipal Commissioner  
Brihanmumbai Municipal Corporation

Sir,

1.I / We..... (full name in capital letters starting with surname), 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) Important General Conditions and Instructions to tenderers
- 5) General Conditions of Contract
- 6) Items Descriptions
- 7) Scope of supply and Technical Specifications
- 8) Contract Agreement form (Proforma for Article of Agreement)
- 9) Annexures
- 10) Details of the Item Data in tender: - (Rate to be filled by tenderer in commercial offer)
- 11) Minutes of pre bid meeting,
- 12) 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 **Providing Housekeeping & Attendant Manpower services** referred to in the aforesaid documents, at the rate quoted for respective item in packet C.

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for Rs..... 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 **180 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 (Annexure-3) on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate 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**  
**No.Dy.Ch.Eng./CPD/48 to 54/ TDR/AE-3 of 2025-26**  
**Tender ID : 2025\_BMC\_1221076\_1**  
**Undertaking to be signed by the tenderer.**  
**(To be uploaded in PACKET A)**

Tender No.:

Date-

Due 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 supply 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 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..... hereby further state and declare that-I/We are
  - not declared insolvent any time in the past.
  - not debarred/ blacklisted by either BMC/ central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
  - not convicted under the provision of IPC or Prevention of Corruption Act.,
11. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
12. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC.
13. I/we further confirm that the information/document submitted by me regarding GSTIN 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.
14. 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.
15. 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.
16. I/We -----hereby declare that we are using the energy for production purpose. However, there are less than 10 employees / Labourers on our establishment.

OR

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

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

OR

I/We, \_\_\_\_\_ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESI 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 ESI. Act 1948 will be submitted immediately.)

17. 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.

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

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

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

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

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

Yours faithfully,

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

**WITNESS:**

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

(2) Full Name .....  
And Address .....  
Signature .....

**Note:-**

To be filled in and signed by the tenderer and to be submitted on judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.

**Annexure-4**

**Pro-Forma For Service Provider  
(To be uploaded in PACKET B)**

To,  
Municipal Commissioner,  
BMC, Mumbai.  
Dear Sir,

**Reference: - Your E-Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_.**

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. \_\_\_\_\_

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

**2) Scanned copy of Original letter shall be uploaded.**



**Annexure- 5**  
**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**  
**Tender ID : 2025\_BMC\_1221076\_1**  
**Experience Certificate**  
**(To be uploaded in PACKET B )**

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

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

Signature and designation of the  
Authorized officer issuing certificate

**NOTE:**

- 1) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 2) **Experience Certificate should be in the name of Supplier/Service provider.**
- 3) **Scanned copies shall be uploaded in the Packet B**
- 4) **Service provider shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support of the experience.**

**Annexure- 5a**  
**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**

Tender ID : 2025\_BMC\_1221076\_1

**PRO-FORMA FOR STATEMENT OF EXPERIANCE CERTIFICATES**

(For the period of last five years)

**Tender No. :** \_\_\_\_\_

**Name& Address of the Tenderer:** \_\_\_\_\_

**Name & Address of manufacturer:** \_\_\_\_\_

Specify how much quantities of products were supplied to the State Government / Central Government or their undertakings / Semi Government / Local Bodies/ Large Corporate as shown below. (Use separate sheet, if necessary)

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.**

**They shall provide certified copies of the Executed purchase orders along with completion/performance certificates in support and performance certificates of the experience.**

**Annexure -6**

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26  
Tender ID : 2025\_BMC\_1221076\_1**

**Authorization Letter for Attending Tender Opening**

To,  
The Municipal Commissioner,  
BMC.

Subject: Tender No. \_\_\_\_\_  
due on \_\_\_\_\_

Sir,  
Mr..... has been authorized to be present at the time of opening of above tender due  
on \_\_\_\_\_ at 16:00 hrs on my/our behalf.

Yours faithfully,  
Signature and seal of the tenderer

**Specimen Signature of representative**

**Note:** - Photo ID of Representative is compulsory

**Annexure – 7**

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**

**Tender ID : 2025\_BMC\_1221076\_1**

**Pro-forma of 'Articles of Agreement' for the purchase of materials/equipments.**

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

**Contract for Supply / work of: \_\_\_\_\_**

**During the period from \_\_\_\_\_ to \_\_\_\_\_**

This agreement made this day of \_\_\_\_\_

Two thousand \_\_\_\_\_ Between

\_\_\_\_\_ inhabitants of Mumbai, carrying on business at \_\_\_\_\_

\_\_\_\_\_ in Mumbai under the style and name of Messrs \_\_\_\_\_

\_\_\_\_\_ (Hereinafter called "the contractor  
of the one part and Shri \_\_\_\_\_

\_\_\_\_\_ the Deputy Municipal commissioner (CPD) in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Deputy Municipal commissioner (CPD) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the supply of the uniforms described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS THIS AGREEMENT WITNESSETH as follows:-

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

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

1. Letter of Acceptance
2. The Contractor's Bid
3. Addendum/Corrigendum to Bid, if any
4. Tender Document
5. The Bill of Quantities / Price Packet
6. The specifications
7. Detailed engineering drawing, where applicable
8. The General conditions of Contract
9. The General Instructions and conditions to Tenderer
10. Final written submissions made by the contractor during negotiations, if any
11. All correspondence documents between bidder and BMC
12. All annexures

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

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the completion and

maintenance of the works/supply the contract sum, at times and in the manner prescribed by the contract.

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

**SIGNED, SEALED AND DELIVERED**

By \_\_\_\_\_

Of \_\_\_\_\_

In the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

**CONTRACTOR**

**SIGNED, SEALED AND DELIVERED**

By \_\_\_\_\_

D.M.C.(C.P.D.) in the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

**D.M.C.(C.P.D.)**

The Common Seal of the Municipal

Corporation of Greater Mumbai was

Affixed on this \_\_\_\_\_ day of \_\_\_\_\_

Two Thousand \_\_\_\_\_ in the presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

Two members of the Standing Committee

Of the Municipal Corporation of Greater

Mumbai.

Witness \_\_\_\_\_

Municipal Secretary \_\_\_\_\_

**S E A L**

Contract examined with the Tender and Resolution of the Standing Committee No. \_\_\_\_\_ of \_\_\_\_\_ and found correct.

Head Clerk

A.E. (C.P.D.)

E.E.(C.P.D.)

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

**Authorization Letter for Downloading and Uploading Tender**

(To be uploaded in Packet A)

To,  
The Municipal Commissioner,  
BMC

Subject: Tender No. \_\_\_\_\_ due on \_\_\_\_\_

Sir,

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

Yours faithfully,

**Signature & seal of the Tenderer**

**GRIEVANCE REDRESSAL MECHANISM**

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

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

Provided that after declaration of a bidder as a successful in Packet A (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 "Internal Procurement Redressal Committee within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs 25,000/- and fee shall be paid in the form of D.D. in favor of BMC.

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

If not satisfied, 2 Appeal by the bidder can be made to concerned A.M.C. for decision.

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

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

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

- Determination of need of procurement

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

- Cancellation of a procurement process for certain reasons.

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

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



## ANNEXURE – 10

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**

**Tender ID : 2025\_BMC\_1221076\_1**

### **FORM OF INTEGRITY PACT**

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the ----- month of 20---- between BRIHANMUMBAI MUNICIPAL CORPORATION acting through Shri ----- (Name and Designation of the officer) (hereinafter referred to as the "B.M.C." 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 B.M.C.**

- 1.1 B.M.C. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The B.M.C. 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 B.M.C. will during tender process treat all bidders with equity and reason. The B.M.C. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an

advantage in relation to the tender process or execution of contract.

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

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of B.M.C.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in B.M.C.
- 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 B.M.C. 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 B.M.C. 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 B.M.C. and B.M.C. 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 B.M.C. 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 B.M.C. 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 B.M.C. resulting from such cancellation / rescission and the B.M.C. 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 B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of B.M.C. 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 B.M.C. 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 B.M.C. 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 B.M.C./ 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 B.M.C. 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 B.M.C.

#### **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 help 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 B.M.C. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.
10. The Parties hereby sign this Integrity Pact at -----on-----

#### **BIDDER/SELLER**

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

#### **Witness-1(BIDDER/SELLER)**

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

**Note:** This **FORM OF INTEGRITY PACT** should be given on Rs.500/- non-judicial stamp paper duly notarized by Notary with red seal and registration Number.

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**  
**Tender ID : 2025\_BMC\_1221076\_1**

**Declaration by the tenderer regarding HSN Code & GST TAX %**  
The annexure shall be on the letter head of the tenderer.

Sr. No.	Item Description	HSN Code	GST (CGST/ SGST/ IGST%)
1.	Housekeeping Manpower per 8 Hrs shift per month		
2.	Attendant Manpower per 8 Hrs shift per month		
3.	Plumber & Electrician Manpower per 8 Hrs shift per month		
4.	Consumables for Housekeeping per building per month		

This annexure - 11 shall be submitted in Packet "A".

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

**DETAILS OF LITIGATION HISTORY**

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

Or

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

Sr.No.	Year	Action taken	Name of the Organization	Remarks
1.				
2.				
3.				
4.				
5.				

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

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

(The above undertaking shall be submitted by the bidder on Rs.500/- non-judicial stamp paper in pkt B)

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26**  
**Tender ID: 2025\_BMC\_1221076\_1**  
**DETAILS OF CRIMINAL CASES PENDING HISTORY**

**(To be Submitted by Bidder)**

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

Or

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

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

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

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

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.500/- judicial stamp paper in packet A)



**Tender ID :2025\_BMC\_1221076\_1**  
**UNDERTAKING CUM INDEMNITY BOND**

We,

(1) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(2) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

(3) Mr. \_\_\_\_\_ Aged \_\_\_\_\_ Yrs

Proprietor / Partner / Directors / Power Of Attorney Holder of the firm  
\_\_\_\_\_ having it's office \_\_\_\_\_

here by gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHERE AS we are register vendor's with Brihanmumbai Municipal Corporation and / or (Name of other authority ) having register No ----- Valid up to----- AND WHERE AS Brihanmumbai municipal corporation has published the tender / noticed for the work/supply of -----  
----- in BMC.

AND WHERE AS we want to participate in the tender / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

I/We hereby further undertake to communicate if my/our firm comes under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the BMC to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executor's administrators and assigns and/or successor and assigns.

Place :

Dated :

Proprietor/ Partners/Directors/POA

(Seal of Firm / Co.)

Identified by me,

BEFORE ME

**(The above undertaking shall be submitted by the bidder on Rs.500/- non-judicial stamp paper in packet A)**

**ANNEXURE 15****No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26****Tender ID :2025\_BMC\_1221076\_1****Brands of the consumable material to be specified by the Bidder****(To be uploaded on Rs. 500/- Stamp Paper)**

<b>Sr. No</b>	<b>Name of Material</b>	<b>Brands Approved by MCGM</b>	<b>Brands to be specified by Bidders (Minimum 3 Brands)</b>
1	Floor Cleaning	Taski,Gogo,Shevron,	
2	Toilet Cleaning	Taski,Gogo,Shevron, Ross TC	
3	Glass Cleaning	Taski,Gogo,Shevron	
4	Metal Cleaning	Taski,Gogo,Shevron, Metapol	
5	Furniture Cleaning	Taski,Gogo,Shevron	
6	Anti-bacterial Disinfectants	Dettol,Savlon,Lysol, Ross FCS	
7	Detergents	Wheel,Surf Excel,Tide	
8	Bleaching Powder	Grasim,Aditya Birla,DCN Shriram	
9	Phenyl	Sunny,Lizol	
10	Air Fresheners	Airweak,Arik,Odonil	
11	Liquid Soap	Dettol,Ferry,Lifeboy	
12	Any other material ( Bidder has to specify )		

This annexure shall be submitted in Packet "A".

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

**RESUME TO BE SUBMITTED ON SERVICE PROVIDER'S LETTER HEAD**

Name:



Address:

Mob No:-

Employee code:

Aadhar No:

**PERSONAL INFORMATION:-**

Name :-

Residential Address :-

Date Of Birth :-

Nationality :-

Gender :-

Languages Known :-

Marital Status :-

**EDUCATIONAL AND TECHNICAL QUALIFICATION:-**

Exam	Board/University	Passing Year	Percentage

**WORK EXPERIENCE:-****SKILLS:-****DECLARATION BY EMPLOYEE**

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

Employee Sign

Place and Date :

**DECLARATION BY EMPLOYEE**

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

Employers' / Service Providers

Sign and Seal

Place and Date

**ANNEXURE 16****No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26****Tender ID :2025\_BMC\_1221076\_1****Rate Analysis**

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

**Note-**

This Annexure-16 shall not be submitted in Packet 'A' & 'B' and Responsive bidder shall submit the same in Sealed Envelope indicating Annexure-13 before opening of Packet-C, when asked to submit through email.

**Tenderer's Full Signature****With Full Name & Rubber Stamp**

**ANNEXURE – A**

**No.Dy.Ch.Eng./CPD/ 53/ TDR/AE-3 of 2025-26  
Tender ID :2025\_BMC\_1221076\_1**

**Pro-Forma For  
Irrevocable Undertaking  
(on ₹ 500/- Stamp paper)**

I Shri/ Smt. ....aged ..... year Indian inhabitant.  
Proprietor/Partner/ Director of M/s.....

Resident at .....do hereby give Irrevocable  
undertaking as under.

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

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

Solemnly affirmed at  
This day of  
Interpreted Explained and Identified by me.

DEPONANT  
BEFORE ME

**Section 9. Details of the Item Data Bid-wise:-**

**(Rates to be filled by the tenderer in commercial offer)**

Sr. No.	E-tender ID no	Item Descriptions for Zone I Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_1220058_1	Zone I Housekeeping Manpower services per 8 hr shift per month	No of shifts	83	To be quoted online
2		Zone I Attendant services per 8 hr shift per month	No of shifts	141	To be quoted online
3		Zone I Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	6	To be quoted online
4		Zone I Consumables for Housekeeping per building per month	Per Month	47	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone II Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_1221063_1	Zone II Housekeeping Manpower services per 8 hr shift per month	No of shifts	226	To be quoted online
2		Zone II Attendant services per 8 hr shift per month	No of shifts	268	To be quoted online
3		Zone II Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	8	To be quoted online
4		Zone III Consumables for Housekeeping per building per month	Per Month	81	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone III Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_1221066_1	Zone III Housekeeping Manpower services per 8 hr shift per month	No of shifts	104	To be quoted online
2		Zone III Attendant services per 8 hr shift per month	No of shifts	178	To be quoted online
3		Zone III Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	6	To be quoted online
4		Zone III Consumables for Housekeeping per building per month	Per Month	56	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone IV Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_12210 67_1	Zone IV Housekeeping Manpower services per 8 hr shift per month	No of shifts	135	To be quoted online
2		Zone IV Attendant services per 8 hr shift per month	No of shifts	132	To be quoted online
3		Zone IV Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	5	To be quoted online
4		Zone IV Consumables for Housekeeping per building per month	Per Month	44	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone V Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_12210 72_1	Zone V Housekeeping Manpower services per 8 hr shift per month	No of shifts	131	To be quoted online
2		Zone V Attendant services per 8 hr shift per month	No of shifts	249	To be quoted online
3		Zone V Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	9	To be quoted online
4		Zone V Consumables for Housekeeping per building per month	Per Month	83	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone VI Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_12210 76_1	Zone VI Housekeeping Manpower services per 8 hr shift per month	No of shifts	227	To be quoted online
2		Zone VI Attendant services per 8 hr shift per month	No of shifts	240	To be quoted online
3		Zone VI Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	8	To be quoted online
4		Zone VI Consumables for Housekeeping per building per month	Per Month	80	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone VII Schools	Unit	No. of shifts/ school buildings	Rate per unit
1	2025_MCGM_12210 81_1	Zone VII Housekeeping Manpower services per 8 hr shift per month	No of shifts	166	To be quoted online

Sr. No.	E-tender ID no	Item Descriptions for Zone VII Schools	Unit	No. of shifts/ school buildings	Rate per unit
2		Zone VII Attendant services per 8 hr shift per month	No of shifts	115	To be quoted online
3		Zone VII Plumber & Electrician Manpower services per 8 hr shift per month	No of shifts	6	To be quoted online
4		Zone VII Consumables for Housekeeping per building per month	Per Month	48	To be quoted online

**Note-**

- 1) Item data shown in above Tables are for separate Bids/Zones.
- 2) Bidder has liberty to quote for any one/multiple zone/ bid, however it is mandatory to quote rates for both services i.e. housekeeping and attendant manpower services for the bidding zone or else their bid will not be considered.
- 3) Rate Amount should be submitted in Item data of Mahatender System and not in this document. This document is only for the information to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the different schools of BMC well before submitting the Amount in the item data of SRM system.
- 4) Bidder has to quote the Rate Per shift per month for Attendant and for housekeeping services. (each shift of 8 hrs).
- 5) Housekeeping services i.e. Housekeeping and Plumber/ Electrician services are required for approx. 10.5 months in a year (no payment will be made for Diwali (As declared every year) and summer vacation (2<sup>nd</sup> May To 31<sup>st</sup>May) period & Attendant services are required for 12 months.
- 6) L1 bidder will be decided by taking into account rates quoted for both services.
- 7) The lowest quoted rate OR negotiated rate for any Zone, which will be applicable for all Zones.
- 8) Bidders are requested to go through details of services required and area of each school as provided in Tender Document before quoting the rates.
- 9) Bidders are requested to go through details of attendant services required and number of attendants required to be provided in Tender Document before quoting the rates.



- 10) The Bidder may quote for single Bid/Zone or more than one Bid/Zone. However each bidder will be allotted only two Bids/Zones considering the rates quoted whichever is beneficial to the BMC on the basis of the Least cost combination.
- 11) L2 bidder and above will be asked for negotiation to carry out work at L1 rates only if willingness is not shown by L1 bidder OR L1 is lowest in three or more Zones. The preference for Negotiation would be in order of L2, L3, L4....and so on.
- 12) Bidders /Service Provider has to visit at individual site / Location to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the different schools well before submitting the Rates in the item data of SRM system.
- 13) Minimum wages act is strictly applicable. Rates quoted should be as per latest applicable Minimum Wages circular of BMC and shall comply as per Govt of Maharashtra's Industries, Energy & Labour Dept's Notification dated 06.03.2025.
- 14) Rates quoted by bidder i.e. per person per month rate as on date should be as per above circulars. Bidder quoting rates below Minimum Wages circular will not be considered eligible for the bid.
- 15) The Bidder should quote the rates of Attendants, Housekeeping, Electrician / Plumbers Manpower inclusive of all statutory payments/ deductions/ taxes /Levies/ D.A./ allowances as applicable. The payment of difference in Levies/ D.A. at the time of submission of tender and if revised by Government will be made separately as per BMC's circulars.
- 16) The Bidder who has been found responsive in Packet A and B, will be asked through email to submit Rate Analysis of Attendants in Sealed Envelope as per format of Rate Analysis attached as Annexure-13, the bidder has to submit the same within 3 days from the receipt of email. The sealed envelope of Rate Analysis (Annexure-16) will be opened immediately after opening of Packet C.

**Section 10.**

**Calculation of Proposed Area for Housekeeping & Proposed No. of Attendant, Housekeeping, Electrician / Plumbers Manpower to be provided by Service provider**

Sr · N o.	Description	No. of school buildings	Total Housekeeping Area in Sq. ft. per month	Say No. of House- keeping staff con- sidering 20000 Sq ft area per for 12 hrs.	Number of Electrician / Plumbers required in nos per shift per month	Number of Attendants required in nos per shift per month
1	A Ward	5	63,646.93	<b>83</b>	1	15
2	B Ward	6	1,05,568.17		1	18
3	C Ward	5	1,09,307.02		1	15
4	D Ward	10	2,08,308.73		1	30
5	E Ward	21	2,99,769.70		2	63
	<b>Total of Zone I</b>	<b>47</b>	<b>7,86,600.55</b>		<b>6</b>	<b>141</b>
6	F/S Ward	19	2,78,314.58	<b>226</b>	2	68
7	F/N Ward	22	11,82,325.57		2	75
8	G/S Ward	22	4,02,673.25		2	65
9	G/N Ward	18	6,03,767.07		2	60
	<b>Total of Zone II</b>	<b>81</b>	<b>24,67,080.47</b>		<b>8</b>	<b>268</b>
10	H/E Ward	14	2,78,637.39	<b>104</b>	2	54
11	H/W Ward	18	2,39,167.61		2	58
12	K/E Ward	24	5,69,934.94		2	66
	<b>Total of Zone III</b>	<b>56</b>	<b>10,87,739.94</b>		<b>6</b>	<b>178</b>
13	K/W Ward	15	2,92,782.12	<b>135</b>	2	45
14	P/S Ward	20	4,68,978.77		2	60
15	P/N Ward	9	7,58,152.62		1	27
	<b>Total of Zone IV</b>	<b>44</b>	<b>15,19,913.51</b>		<b>5</b>	<b>132</b>

16	L Ward	40	4,31,699.63	131	4	120
17	M/E -1 Ward	13	2,19,106.37		1	39
18	M/E -2 Ward	15	1,93,583.10		2	45
19	M/W Ward	15	3,03,884.16		2	45
	<b>Total of Zone V</b>	<b>83</b>	<b>11,48,273.26</b>		<b>9</b>	<b>249</b>
20	N	30	12,78,743.14	227	3	81
21	S	27	6,46,442.22		3	87
22	T	23	7,72,393.78		2	72
	<b>Total of Zone VI</b>	<b>80</b>	<b>26,97,579.14</b>		<b>8</b>	<b>240</b>
23	R/C	19	10,09,375.51	166	2	47
24	R/S	19	7,94,683.98		2	40
25	R/N	10	1,00,186.45		2	28
	<b>Total of Zone VII</b>	<b>48</b>	<b>19,04,245.94</b>		<b>6</b>	<b>115</b>
<b>Total of All Zones</b>		<b>439</b>	<b>1,16,11,432.81</b>	<b>1072</b>	<b>48</b>	<b>1323</b>

Note- The area given is tentative area of Housekeeping, which may vary. The successful tenderer has to execute the work as directed by Education Department.