

BRIHANMUMBAI MUNICIPAL CORPORATION

B.Y.L. Nair Ch. Hospital
Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008



Mahatender ID No 2025_MCGM_1240516_1

**TENDER DOCUMENT FOR “Providing Multipurpose Worker on contract basis
at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital,
Mumbai Central for a period of 471 days or till Dt.31.03.2027.”**

**Office of Dean (B.Y.L. Nair Ch. Hospital)
Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008**

THIS TENDER DOCUMENT CONSISTS OF:

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SECTION 1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

B. Y. L. Nair Charitable Hospital,
Dr. A.L. Nair Road, Mumbai Central – 400008.

No.NLE/ 6767 Dt. 06.11.2025

Sub:- E-TENDER NOTICE FOR “Supply of Multipurpose Workers on contract basis at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital, Mumbai Central for a period of 471 days or till Dt.31.03.2027”

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

Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in>. Bidders, whose registration is valid, may please ignore this step. At the time enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id. Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in>

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.

S N	Description	E- Tender Price (Rs.)	EMD (Rs.)	Bid Publish date & time	Start Date and Time of online Bid Downloading	End Date & Time of online Bid Submission
1	“Supply of Multipurpose workers on contract basis 471 Days or Till Dt.31.03.2027 at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital, Mumbai Central” (Total 171 nos. MPW) NLE/6767 Mahatender ID - 2025_MCGM_1240516_1	Rs.18,150/- +Rs.3,267/- (18%GST) = 21,417/-	Rs.9,00,000/-	07.11.2025 at 16.00hrs	07.11.2025 at 16.00 hrs	24.11 .2025 at 11.00 hrs
Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.						

The pre-bid meeting will be held on 13th November 2025, at 12.00 pm, venue of the same is at Dean(Nair) Board Room, Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008. 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.

Note :- No Exemption will be allowed for the tenderers. The tenderers shall have to pay the tender EMD amount through on line payment only.

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 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.

The Tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Tender notice.

However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>).

Tenders shall note that any corrigendum issued regarding this tender notice 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/-(06.11.2025)
**Dean
B. Y. L. Nair Charitable Hospital**

Address for Communication and Venue for opening of bid :

Brihanmumbai Municipal Corporation,
B. Y. L. Nair Ch. Hospital,
Labour Establishment Section,
First Floor, Time Keeper Building.
Mumbai Central, Mumbai – 400 008.
Tel. No. 022-23027417
e-mail: adminofficer01e.byl@mcgm.gov.in

For detailed tender document please scroll down

SECTION 2:HEADER DATA	
E-Tender File No.	NLE/6767
Name of Organization	Brihanmumbai Municipal Corporation, B. Y. L. Nair Charitable Hospital & Topiwala National Medical College, Mumbai Central, Mumbai – 008
Subject	Supply of Multipurpose workers on contract basis (471 Days or till Dt. 31.03.2027) at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital, (Total – 171 nos. MPW)
Mahatender ID	2025_MCGM_1240516_1
Contract Period	471 Days OR till 31.03.2027
Estimated Cost	Rs. 9,00,00,000/-
Tender fee of E-Tender	Rs18,150/- +Rs.3,267/- (18% GST) = 21,417/-
Earnest Money Deposit	Rs. 9,00,000/-
Bid Publishing date	07.11.2025 at 16.00 hrs
Pre Bid Meeting	Date 13.11.2025 at 12.00 pm Venue- Dean(Nair) Board Room, Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008.
Start Date and Time of Bid Submission	15.11.2025 at 12.00 hrs
End date & time of Bid Submission	24.11.2025 at 11.00 hrs
Opening of Packet “A”	As mentioned in https://mahatenders.gov.in
Opening of Packet “B”	
Opening of Packet “C”	
Address for Communication	Brihanmumbai Municipal Corporation, B. Y. L. Nair Ch. Hospital, Labour Establishment Section First Floor, Time Keeper Building. Mumbai Central, Mumbai – 400 008. Tel. No. 022-23027417 e-mail: adminofficer01e.byl@mcgm.gov.in
Venue for opening of Bid	Online at above address.

SECTION 3 : PREAMBLE

Brihanmumbai Municipal Corporation invites Tender FOR “Supply of Multipurpose workers on contract basis at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital” for a period of 471 Days or till Dt.31.03.2027”

The ownership of the said structure is vested with BMC.

The BMC is planning to Outsource Multipurpose workers.

The proposal consists of Providing Multipurpose workers on contract basis at Topiwala National Medical College & B. Y. L. Nair Charitable Hospital” for a period of 471 Days or till Dt.31.03.2027”

The prospective bidder/service provider shall have intention of PROVIDING “Supply of Multipurpose workers on contract basis so as to carry out the day-to-day work at College & Hospital.

SECTION 4 : INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING PROCESS

1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal.
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MTNL Trustline/ SafeScript/TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e.' https://mahatenders.gov.in
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document
12.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centers in BMC Ward offices before opening of Packet C.
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.

17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the 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 malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.
26.	All interested vendors, are required to be registered with BMC for e-Tendering process. 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 registration to e-Tendering process.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of 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.
34.	For any help, in the e-Tendering process, can be availed by dialing helpdesk number 022-24811275/76 (BMC IT Cell) from 11.30 AM to 5.00 PM on all working days of BMC. Or Contact Mahatenders helpline mentioned in https://mahatenders.gov.in
<u>SPECIAL NOTE:</u> TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘https://mahatenders.gov.in’ Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in.) For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.	

SECTION 5 : FLOW OF ACTIVITIES OF TENDER

1	Issue of Tender notice in the newspapers and tender notice along with tender documents on B.M.C. Portal & Mahatender Portal.
2	Download the tender documents from the Tender section of Mahatender Portal.
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender Portal.
5	All the information documents are published under the „e-Procurement“ section of BMC Portal.
6	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
7	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Mahatender portal.
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	Simultaneously on line submission of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.6 of this tender document
10	Administrative offer, i.e. Packet 'A' and technical offer i.e. Packet 'B' will be opened online on the due date and due time as stated in tender details on mahatender portal.
10	Shortfall documents of Packet A and Packet b will be asked in Mahatender portal only under the shortfall document folder. Bidder will have to submit same online in mahatender portal. Physical submission will not be accepted for shortfall document.
11	Commercial bids i.e. Packet 'C' of only those bidder who are found to be responsive in the evaluation of administrative, technical offers as decided in tender committee meeting will be opened online , as both packets are opened simultaneously.
12	After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder
13	Recommendations to higher authorities and Standing Committee for sanction to award the contract.
14	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15	Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of 30 days from the date of receipt of Acceptance Letter by successful bidder
16	Providing Multipurpose worker related services for BMC, for a period of 471 Days or till Dt. 31.03.2027 whichever is earlier described in the specifications and as per terms & conditions. Only the reputed agencies, Limited Company or Private limited Company registered under the companies Act 1956, Partnership firms, Government and Semi Government Units who have executed work of similar nature and value under single contract in hand / ongoing (i.e. providing manpower supply in any of the BMC / any Government / Semi Government Hospital's / large corporate are qualified to fill and submit the tender.

SECTION 6 : IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexure”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is six months or till the vacancies are filled up or till new agency is appointed whichever is earlier from date of acceptance. Any increase or decrease in area to be cleaned the amount to be paid will be calculated on prorated basis. Similarly number of patient related service attendants may also increase or decrease as per requirement.

1	Eligibility Criteria
A	Who can quote :
1	Only the reputed agencies, Limited Company or Private limited Company registered under the companies Act 1956, Partnership firms, Sole Proprietor, Government and Semi Government Units who have executed work of similar nature and value under single contract in hand /ongoing (i.e. providing manpower supply in any of the BMC/any Government / Semi Government Hospital's / large corporate are qualified to fill and submit the tender. <u>Note :- The tenderer should have the Registered /Branch Office in Mumbai.</u>
2	<u>Turnover :-</u>The Average annual turnover of the bidder during last three financial years shall be minimum <u>Rs.3,15,00,000/-</u>For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting Firm/ Chartered Accountant shall be uploaded in support of turnover (PACKET A)
3	<u>Experience:-</u> Minimum Eligibility for different categories is as below: a) The agency/ firm should be registered either under Companies Act, 2013 or registered under Limited Liability Partnership (LLP) Act, 2008 or under Partnership Act, 1932. b) The firm should have minimum ‘5 years’ experience in the field of Manpower supply in Hospital Sector State Government / Central Government or their Undertakings / Semi Government / Local Bodies/ Large Corporate Or corporate sector. c) The firm shall have an Average Turnover of <u>Rs. 3,15,00,000/-</u>cores in the last 3 Financial Years as per the Audited financial statement for last three years. Bidder shall provide certified copies of the Executed service orders/Work Orders along with completion certificates/ for ongoing works in support of the experience as provided in this clause. <u>Statement of Experience Certificates</u> shall be uploaded during the submission of the tender (Annexure-5 and 5a)
4)	The tender shall be uploaded by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representatives shall be uploaded in packet ‘A’.

2	<u>Call :-</u> <u>1st Call (Fresh Call)</u> 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. <u>2nd Call</u> 2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.
3	<u>Extension:-</u> <u>1st Extension</u> 1st Extension is extension of bid submission date and time to the 1st Call/2nd call without changing Tender Conditions except for Bidding Schedule. 1st Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons. <u>2nd Extension</u> 2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons <u>3rd Extension</u> 3rd Extension is extension of bid submission date and time after end of the 2nd Extension without changing Tender Conditions except for Bidding Schedule
4	<u>Details of Litigation history:-</u> The Bidder shall disclose the litigation history in Annexure-13 to be submitted in Packet 'A'. Tenderers are requested to go through Annexure no.13 i.e. Clause of litigation history and do needful. Litigation History must cover – 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 Tender. Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, 13 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/ supply for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history. Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly. The Tenderer are not allowed to quote for the product(s) for which the Firm found guilty of malpractice, misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid.

5	<u>Contract Documents :-</u> The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it. 1) Letter of Acceptance 2) Tender Document 3) The Bill of Quantities / Price Packet 4) The Important General conditions of Contract 5) Final written submissions made by the contractor during negotiations, if any 6) All correspondence documents between bidder and BMC. 7) Integrity Pact 8) All Annexure
6	<u>Amendment to tender documents:-</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in on the Mahatender and BMC portal. 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 ' B '
7	The bidders are advised to physically apprise themselves with Conditions and working areas if required.
8	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
9	The bidder 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. 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 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." Affidavit shall be uploaded in this respect as per annexure –3.
10	Bidder / his principle manufacturer 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 / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
11	<u>Tender Price:-</u> Tender price is mentioned in tender notice and shall not be refundable.
12	<u>Validity:-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender.
13	<u>Payment of Earnest Money Deposit (E.M.D.) :-</u> The tenderer shall have to pay entire EMD of Rs.9,00,000/- through payment gateway of GOM on URL

	https://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with bid submission in Packet 'A'(fee Cover folder). Any Bid not accompanied by an acceptable Bid Security shall be rejected outright as non responsive.
14	<u>Refund of E.M.D. :-</u> E.M.D. of bidders except L1 and L2 will be refunded after recommendation of tender committee. However refund of EMD, such bidder will not have any claim for award of contract. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder. However in the case of successful bidder, if bidder agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. OR The EMD of the bidder who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit to BMC their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted DD (Online) in lieu of 5% contract deposit. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per mahatender procedure.
15	<u>Forfeiture of Entire EMD :-</u> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or Furnish the required Security Deposits.
16	<u>Tender Fee :-</u> Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on mahatender portal through payment gateway of GOM on URL https://mahatenders.gov.in.
17	<u>Acknowledging communications :-</u> Every communication from the DEAN(B.Y.L. NAIR CH. HOSP.), 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.
18	<u>Where and how to submit the tender :-</u> The tender documents with details as specified in the tender notice must be submitted online in tender section of mahatender portal as per the instructions available on Portal for online submission of e-tender.
19	<u>Documents to be uploaded:-</u> All required Original document and self Attested Photocopies of specific documents shall be scanned & uploaded. This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.
20	<u>Authentication for documents :-</u> The responsibility to produce correct and authenticate 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 the damages/losses occurred if any from the contractors' dues.

21	<u>Translation of certificates :-</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.						
22	<u>Sign and seal :-</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the 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 bidder which shall include acceptance of special directions/terms and conditions if any, incorporated. <table> <tr> <td>i)</td><td>If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.</td></tr> <tr> <td>ii)</td><td>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 authorized representative only.</td></tr> <tr> <td>iii)</td><td>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.</td></tr> </table>	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized 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 authorized 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.
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23	<u>Power of Attorney (POA) :-</u> 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 - <table> <tr> <td>A</td><td>The Registered Power of Attorney (if any) registered will be accepted.</td></tr> <tr> <td>B</td><td>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.</td></tr> </table> If Tender is awarded and Contract Documents are signed by POA Holder then at time contract POA is to be registered at the Office of Chief Accountant (B.M.C.)	A	The Registered Power of Attorney (if any) registered 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.		
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24	<u>Name of Partners :-</u> All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.						
25	Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract. <table> <tr> <td>(A)</td><td>If it is found that firms as described in clause 25 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</td></tr> <tr> <td>(B)</td><td>If it is found that closely related persons as in clause 25 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 25 (a) including similar action against the firms/establishments concerned.</td></tr> <tr> <td>(C)</td><td>If after award of contract it is found that the accepted tenderer violated any of the clauses (25, 25(A) or 25(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</td></tr> </table>	(A)	If it is found that firms as described in clause 25 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.	(B)	If it is found that closely related persons as in clause 25 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 25 (a) including similar action against the firms/establishments concerned.	(C)	If after award of contract it is found that the accepted tenderer violated any of the clauses (25, 25(A) or 25(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.
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(C)	If after award of contract it is found that the accepted tenderer violated any of the clauses (25, 25(A) or 25(B) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.						

26	<u>Unconditional offer :-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given 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.																														
27	<u>Contradictory Clause in tender :-</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.																														
28	<u>Alternative clauses in tender :-</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.																														
29	<u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless, <table border="1"> <tr> <td>a</td><td>The tenderer stipulates own condition /conditions.</td></tr> <tr> <td>b</td><td>Does not fill & 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>The supply of food, milk to the student nurses and supply of tea to on duty staff nurses offered are not eligible as per the provision of the tender</td></tr> <tr> <td>f</td><td>Does not submit Solvency certificate.</td></tr> <tr> <td>g</td><td>Filled up partially in split manner it will be treated as non-responsive.</td></tr> <tr> <td>h</td><td>Does not submit valid documents listed in Packet 'A' & Packet 'B'.</td></tr> <tr> <td>i</td><td>Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.</td></tr> <tr> <td>j</td><td>Stipulated validity period less than 180 days.</td></tr> <tr> <td>k</td><td>Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</td></tr> <tr> <td>l</td><td>If Bidder not submit the Audited Balance Sheets of last Three financial Years, Turnover Certificate issued by Auditor of firm/Chartered Accountant during the submission of the tender (PACKET-'A' Administrative).</td></tr> <tr> <td>m</td><td>Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:</td></tr> <tr> <td>i</td><td>Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or</td></tr> <tr> <td>ii</td><td>Record for poor performance such as non-supply of supply of food, milk to the student nurses and supply of tea to on duty staff nurses, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.</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	The supply of food, milk to the student nurses and supply of tea to on duty staff nurses offered are not eligible as per the provision of the tender	f	Does not submit Solvency certificate.	g	Filled up partially in split manner it will be treated as non-responsive.	h	Does not submit valid documents listed in Packet 'A' & Packet 'B'.	i	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.	j	Stipulated validity period less than 180 days.	k	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. 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30	<u>Firm offer:-</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. Rates accepted by BMC are inclusive of taxes and duties applicable. If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.																						
31	<u>Variation in rate :-</u> Tenderers are requested to 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.																						
32	<u>The Three Packet system :-</u> The tenderer should upload tender in three packets system as below <table border="1"> <tr> <td>i.</td><td>The tenderer should upload tender in three Packets (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. Tenderer shall indicate in the said Annexure which is in tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the rates in tender.</td></tr> <tr> <td>ii.</td><td>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. 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(A)	<u>Bidders Folder :- Packet – 'A':</u> The tenderer shall not disclose / quote the service charges/rate of the items in Packet – 'A'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission. <u>Administrative documents– Packet 'A'</u> <table border="1"> <tr> <td>1)</td><td>Particulars about the Tenderer (Annexure – 1)</td></tr> </table>	1)	Particulars about the Tenderer (Annexure – 1)																				
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	2)	Tender form (Annexure - 2)
	3)	Undertaking to be signed by the Tenderer-Affidavit (Annexure - 3)
	4)	Authorization letter for attending tender opening (Annexure - 6)
	5)	Articles of Agreement (Annexure - 7)
	6)	Tender document.
	7)	<u>Firm/Company/Sanstha Registration Certificates :-</u> i) Power of attorney in case of Limited Co./Pvt. Ltd. Co./Govt./Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be.
	8)	<u>Solvency certificate:-</u> The tenderer should upload solvency certificate for minimum of Rs.30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
	9)	GST / CST Registration and Clearance Certificate (as applicable).
	10)	<u>PAN CARD :-</u> PAN Card of the Concern company which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) 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.
	11)	C.A.'s certificate for Turnover of the tenderer.
	12)	Copies of last three years of Income Tax returns
	13)	Valid Registration Certificate under ESIC Act 1948.
	14)	Valid Registration Certificate under EPF & M Act 1952.
	15)	INTERNAL GRIEVANCE REDRESSAL MECHANISM (ANNEXURE – 9)
	16)	Agreement of integrity act (Annexure- 10)
	17)	Authorization letter of authorized representative for downloading and uploading tender on the letter head of Service provider (Bidder)
	18)	Declaration of Service Items Quoted on letter head of the Bidder .(Annexure – 11)
	19)	Undertaking to be Signed by the bidder (ANNEXURE -12)
	20)	DETAILS OF LITIGATION HISTORY(Annexure – 13)
	21)	Annexure A & B
	Annexure only for information:(Not to upload in Packet A)	
	01)	List of the Bank (Annexure –08)
		Any other specific requirement not covered in this list
(B)	<u>Bidder's Folder :- Packet 'B'</u> <u>Documents to be submitted</u>	
	Technical Documents Packet B	
	Performa for Service Provider (Annexure – 4)	
	1) Past performance/ experience certificate. (Annexure – 5 and 5a) Past Performance or Experience Certificate should be in the name of Bidder.	
	2) Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc.	

	<u>Bidder's Folder :- 'C'</u> Commercial Bid (Packet - 'C') The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. The BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only. Packet 'C' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab. The Service Provider has to upload the Special Annexure – I, showing details of the Taxes (other than service tax) included and incorporated in the quoted rates. The Tenderer/Service Provider quoted lowest Administrative Charges (minimum 1% & maximum 5%) will be eligible as the lowest Tenderer/Service Provider. Tenderer instructed Strictly to quote service charges in percentage. <u>Note:-</u> 1) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum wages, levies etc and service charges of bidder. The Rate Analysis in the above table is based on BMC's current Circular CLO/09/ 20-21 dt. 02.09.2020 & CLO/02/25-26 dt. 23.04.2025 2) The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. 3) The bidder shall add service charges from 1% to 5% on Basic + Special Allowance + HRA to the total of statutory components to arrive at rate per category we shall than be quoted in the item data of SRM System. 4) L1 will not be decided on service charge of less than 1% and will be treated as non-responsive bid if service charge quoted less than 1%. 5) In case of equal percentage/rates of lowest bidders is obtained after quoting, then the successful bidder will be decided by lottery system by Dean B.Y.L.NAIR CH.HOSPITAL. 6) The wages will be revised as per norms of State/Central Govt. If wages will be revised (i.e. revised by BMC or norms of State/Central Govt.), then also the service charges will be paid to the agency in pre-revised wages only i.e. the amount quoted at Sr. No. 14 in below table.(Annexure-B) 7) After opening of Packet C, the bidders shall submit the above rate analysis with his service charge and rate so arrived for each category duly signed and stamped. 8) Rates displayed in the BOQ are basic rates excluding service charge (Basic + 44.58% levy excluding 5% service charges)
	<u>Administrative and Technical Bid will be opened on</u> the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet 'A' and technical documents in Packet "B" and "C" are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer. The Bidder shall be required to upload original copies of the relevant documents / evidences in support of technical ability for technical evaluation. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.
33	<u>Procedure for the opening of the tender Packet:-</u> Packet 'A' and Packet 'B' will be opened online on the due date and due time as stated in the tender details. when the tenderer or his authorized representative will be allowed to remain present Packet 'C' will be opened only if Administrative offer in Packet 'A' and technical offer in Packet 'B' is

	found acceptable. In case Administrative offer and technical offer in Packet 'A' and Packet 'B' found non acceptable or found incomplete then their Packet 'C' will not be opened and offer will be treated as non responsive. The date and timing of opening of packet 'B' and 'C' will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained.
34	<u>Acceptance of Tender/ Award of Contract:-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.
35	<u>Taxes and Duties:-</u> All the rates quoted by the tenderer should be inclusive of all taxes and duties. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.
36	<u>Penalty:-</u> A) If the successful tenderer fails to comply with work/purchase order within the Service delivery period stipulated, the Municipal Commissioner/ D.M.C.(P.H.D) / Indenting Officer shall exercise his discretionary power either :- To recover from contractor as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC OR To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors. <u>B) Operational Penalty:-</u> 1) The tenderer shall provide the required services within the period of 30 days from receiving demand order. However, for any delay will attract penalty of Rs.500/- per day. If applicable 2) 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, will attract penalty of Rs.500/- per day over & above payment of absent person will not be given. If applicable 3) If person deputed at the work place not carrying his valid photo identity card and uniform provided by service provider Agency and Person misusing / misconducting the BMC Personnel and its property, the penalty of Rs. 100/- per day incident will be charged and deducted from the bill presented for payment by the service provider. 4) Similarly, in case of absence without substitution, amount per shift for the period of absence without substitution will be deducted from the bill presented for payment by the service provider. 5) The tenderer shall ensure that there is no complaint from such outsourced person about non- payment

	of wages / dues in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value.	
37	<u>Contract Deposit:</u>	
	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 in the form of Bankers' Guarantee.
	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.
	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 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 contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations.
	vi.	If the Contractor during currency of the contract fails to maintain the requisite contract deposit / Performance Security, BMC shall recover from the contractor the amount of contract deposit / Performance Security by deducting the amount from the pending bills of the contractor under this contract or any other contract with the BMC. Otherwise the existing B.G. towards contract deposit shall be forfeited and the contractor shall be debarred from participating in BM tenders for a period of 3 years
	vii.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.3% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.
	viii.	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

38	<u>Execution of contract:-</u> In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by 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. Such power of attorney need be registered in the office of the Chief Accountant and Dean, B.Y.L. NAIR CH. Medical College & Hospital, should be informed accordingly. In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dean(B.Y.L. NAIR CH. Hospital) should be informed accordingly. Bidder shall pay contract deposit, legal stationery charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter. Further a fine of Rs.5000/- per day will be imposed for maximum 15 days for delay in submission of contract documents. If the contract documents are not submitted within the above stipulated time (i.e. 45 days with inclusive of penalty of 15 days) EMD will be forfeited. Without the contract being executed, no bills shall be admitted for payment.
39	<u>Refund of contract deposit :-</u> Contract deposit will be refunded 6months after satisfactory completion of contract period.
40	<u>Order :-</u> The user department will place the service orders as and when required.
41	<u>Contract:-</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. <u>Tenderer must distinctly understand:-</u> That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
42	<u>Contract Postponement :-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be

	permitted by reason of the Brihanmumbai Municipal Corporation having in possession of other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.
43	<u>Acceptance of Tender :-</u> The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner does not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
44	<u>Jurisdiction of courts:-</u> In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
45	<u>Information regarding payment :-</u> Payment will be made within 30 days from the date of satisfactory services, submission of the bills thereof and submission of all documents for execution of contract. Tenderer are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records. NOC of vigilance Dept. as the case may be will be required at the time of releasing final payment. <u>NOTE 3 :- The rates to be quoted in this tender shall be inclusive of all the taxes and duties as applicable.</u>
46	<u>Rejection :-</u> If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
47	<u>Blacklisting:-</u> The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/ Information OR

	ii) In case of non-supply of required manpower.
48	<u>Payment of legal and stationery charges:-</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply as per prevailing circular. <u>The 18% of GST will be applicable on charges and this charges may change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u>
49	<u>Stamp duty :-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. 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).
50	<u>Amendment to tender documents :-</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the newspapers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet ‘A’
51	<u>Secrecy :-</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioners shall be at liberty to procure these services at the risk and cost of the contractor.
52	<u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any and obtain necessary prior permission from BMC for entry into the premises.
53	The services mentioned in item data are based on the requirement of user department.
54	BMC has formed ‘Procurement Redressal Committee’ for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach ‘Procurement Redressal Committee’ for Redressal of their grievances by paying fees of Rs.25000/-. The details of ‘Procurement Redressal Committee’ are given In Annexure-09
55	Tenderer Participating in this bidding process have to furnish the details annex –1
56	The tenderers shall submit all the information/declarations/affidavits mentioned in respective annexure.
57	<u>Risk & Cost :-</u> In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply the Man Power satisfactorily, as per the prescribed time as herein provided or in case, shall fail at once to replace any manpower that may have been rejected as herein provided with other, of approved

	standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which include 15% Administration Cost, shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation.
58	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
59	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
60	The services should be available in all 3 shifts in a day as per the requirement of user department. Also Biometric Attendance is compulsory to all Contractual Workers.
61	<u>Fraud and Corruption :-</u> BMC requires that Service Provider must observe the highest standard of Ethics during the execution of contract. In pursuance of this policy, BMC defines, for the purpose of this provisions the terms set forth as follows:- 1) “Corrupt Practice” means offering, giving receiving or soliciting of anything of the value to influence the action of BMC in contract executions. 2) “Fraudulent Practice” means a miss presentation of the facts, in order to influence a procurement process or execution of contract, to BMC and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificially high or non competitive level and to deprive BMC of benefits of free and open competition. 3) “Undesirable Practice” means (I) establishing contract with any person connected with or employed or engaged by BMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process : or (ii) having a Conflict of interest. 4) “Restrictive practice “means forming carted or arriving at any understanding or arrangement among bidders with objective of restricting or manipulating a full and fair competition in Selection process. 5) “Coercive Practices” means harming or threatening to harm directly or indirectly, person or their property to influence their participation in the execution of contract. If it is noticed that the service provider has indulged into corrupt /fraudulent/ Unfair/Coercive Practices, it will be sufficient ground for BMC for termination of the Contract and initiate blacklisting of the service provider.
62	<u>Resolution of Disputes:-</u> BMC and the Service Provider shall make every attempt to resolved the disputes amicable by direct information, negotiations of any disagreement of 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.
63	<u>Limitation of Liability towards BMC:-</u> The Service providers 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.
64	<u>Conflict of Interest:-</u> The Service Provider shall disclose to BMC in writing , all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a

	conflict. Service Provider shall hold BMC'S interest paramount, without any consideration for future work and strictly avoid conflict of interest with other assignments.
65	<u>Indemnity :-</u> The Service Provider agrees to indemnify and hold harmless BMC its officers, employees and agents (each a Indemnified Party) promptly upon demand at any time and from time to time , from and against any and all losses, claims damages, liabilities costs (including reasonable attorneys fees and disbursements) and expenses (collectively, Losses) to which the Indemnified Party may become subject, in so far as such losses directly arise out of in any way relate to or result from (I) Any misstatement or any breach of any representation or warranty made by the Service Provider of (ii) The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement or any equipment, Software, information, methods of operation or other intellectual property created by Service Provider or sun service providers pursuant to this Agreement, (I) Infringes a copyright trade mark trade design enforceable in India (II) Infringes a patent issued in India or (III) constitutes misappropriation or unlawful disclosure or use of another party's trade secretes under the laws of india (collectively Infringement Claims) provided however that this will not apply to any deliverable (or the access, use or other rights thereto) created by (A) Implementation of Cloud based Project by itself or through other persons other than Service Provider or its sub-service providers (B) Third Partied (i.e., other than Service Provider or sub-service providers) at the direction of BMC or (III) ant compensation/ claim or proceeding by any third party against BMC arising out of any act , deed or omission by service provider or (iv) claim filed by 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.
66	<u>Third Party Claims :-</u> (a) Subject to Su-clause (b) Below, the Service Provider (the “Indemnified Party”) from and against all losses claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the indemnifying Party's performance or non performance under this Agreement. (b) The indemnities set out in Sub- clause (a) above shall be subject to the following condition: (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; (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. (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 Indemnifying Party. (iv) The Indemnified Party shall not prejudice pay or accept any proceedings or claim or compromise any proceedings or claim without the written consent of the indemnifying Party. (v) Service Provider hereby indemnify and hold indemnified BMC harmless from & against any & all damages,losses. Liabilities, expenses including legal fees & Cost of Litigation in connection with any action, claim suit proceedings as if result of claim made by the third party directly or Indirectly arising out of or in connection with this agreement.

	(vi) All settlements of claims subject to indemnification under this Article will : (a) be entered into only with the consent of the Indemnified Party which consent will not be unreasonably withheld & include an unconditional release to the indemnified Party from the claimant for all liability in respect of such claim; * (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (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; & (viii) In the event that the indemnifying Party will upon payment of such indemnity in full be pursuant to this article the indemnifying party will upon payment of such indemnity in full be abrogated to all rights & defenses of the indemnified Party with respect to the claims to which such Indemnification relates; (ix) In the event that the indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article the Indemnified Party will be entities to invoke the performance Bank Guarantee , if such indemnity is not paid Either in full or in part & on the invocation of the performance Bank Guarantee the Indemnifying shall be abrogated to all rights & defenses of the indemnified party with respect to the claims to which such indemnification relates.
67	<u>Miscellaneous:-</u> (a) <u>Care to be taken while working at BMC office :-</u> Service provider should follow instructions issued by concerned competent authority from time to time carrying out at work 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 toward fixing of the damage. Service provider shall ensure that its employees! Representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project. (b) <u>Compliance with Labour Regulations:-</u> The service provider shall pay fair and reasonable wages to the workman employed, for the contract undertaken and comply with the provision set forth under the minimum wages act and the contract labour act 1970. The salary of the manpower working on BMC project should be paid using ECS/NEFT/RTGS. A record of the payments made in this regard should be maintained by the service provider. Upon request, this record shall be produced to the appropriate authority in BMC and /or Judicial Body. If complaints are received by BMC (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc) may be initiated as deemed necessary against the Service Provider. If the Service Provider has less than 20 employees on its pay-roll, then the Service Provider Shall submit an undertaking on a stamp paper of Rs.500/- stating the number of employees. This is as per the requirement of Employee State Insurance Corporation Act 1948. On the other hand if the Service Provider has more than 20 employees on its pay-roll then the Service Provider shall submit the certificate issued by Employee State Insurance Corporation. (c) <u>Notices :-</u> 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 be-low BMC: Tel : Fax: Service Provider : Tel : Fax: Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar day from the date of posting (if by letter).

	<u>(d) Personnel/ Employees:-</u> i) Personnel /Employees assigned by Service Provider to per- form the Services shall be Employees of Service Provider and/ or its Sub-service providers, & under no circumstance will such personnel be considered as employees of BMC Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's entire compensation, including salary , legal deductions with holding of income taxes & social security taxes, worker's compensation employee & disability benefits & the like & shall be responsible for all employer obligations under all law as applicable from time to time. BMC shall not be responsible for the above issues concerning to personnel of service Provider. (ii) Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services & that, such personnel have appropriate qualifications to perform the Services. BMC or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the 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 based on pro- file review & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by BMC or its nominated agencies, within not later than 30 working days. Service Provider shall have the right to ask Service Provider to change the team. (iii) Management (Regional Head/VP level Officer) of Service Provider needs to be involved in the project monitoring & should attend the review meeting at least once in a month (iv) The profiles of resources proposed by Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Service Provider shall not remove such personnel without the prior written consent of BMC, For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with BMC, Replacement of Key Personnel, within first six months of the contract shall not be allowed. Any such replacement would attend financial penalty as deemed appropriate by BMC at6 that time. The penalty applicable for replacement of “key Personnel” within the first six months of the contract shall be Rs. 50,000/- per change in resource, Maximum one replacement is permissible in the first six months. (v) Except as stated in this cause, 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 Providers plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced. (vi) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connections therewith <u>(e) Variations & Further Assurance :-</u> (a) No amendment, variation or other change to this Agreement shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement (b) Each Party to this Agreement agree to enter into or execute, without limitations, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement
68.	<u>Pre-bid Meeting :-</u> If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice.

	Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal. No corrigendum will be published in the local newspapers. 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. Non-attendance at pre-bid meeting shall not be a cause for disqualification of a 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/project. BMC reserves the right to reject the same.
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Section 7 : Scope of work

1	Patient care • Keep patient rooms tidy and sanitized • Assist patient with everyday needs (personal hygiene, using the restroom, grooming etc.) • Helping Nurse to monitor vital signs (temperature, pulse etc.) or EKG signals and patient condition • Take fluid samples or other specimens for testing • Assist nursing staff in administering basic treatments • Help to perform basic nursing procedures (e.g. changing bandages)
2	Office Administration assistant • Monitoring the use of equipment and supplies within the office. • Dealing with queries or requests from the visitors and employees. • Coordinating the maintenance and repair of office equipment. • Assisting other administrative staff in wide range of office duties. • Collecting and distributing couriers or parcels among employees • Helping the receptionist, secretaries, or other administrative assistants in performing their duties. • Cooperating with office staff to maintain proper interaction and a friendly environment within the office. • Do perform any other work as may be directed by the superiors.
3	Cleaning • Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments at regular intervals as prescribed on daily basis. • Cleaning sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, Corridors Ceilings, Academic Block, Office Rooms, training rooms at regular intervals on daily basis as prescribed. • Cleaning, mopping, disinfecting OT floors, walls, ceilings / OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day as prescribed (as per instruction & direction of OT In charge). • Clean the patient's bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs. • Cleaning and disinfecting of ICU beds, OT beds between cases (as per instruction & direction of OT In charge) as prescribed. • Washing of slippers in ICUs, OT, dialysis etc. Assist in fumigation of ICUs as per schedule. • Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet Seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check -ups in the morning, afternoons and on call basis during daytime.

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| | <ul style="list-style-type: none">• Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, Pump Rooms, AC Plants, Electrical Substation, Auditorium R&T, Nursing College, Main Gates, etc. as directed.• Any additional work assigned by the ward of the area where the Multipurpose staff has been placed on duty. Once assigned an area the Multipurpose staff will be under the control and supervision of the sister I/C/Supervisor/Officer on duty of the area.• Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / nursing orderly / staff nurse / nursing sister.• All waste material including Malba etc. lying in corridors, verandahs, staircases etc. shall be removed and thrown in the dustbin located outside the building premises. It will be the responsibility and duty of the service provider to ensure that there is no water accumulation anywhere inside the premises of the building, especially in the bath- rooms/toilets. |
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SECTION 8 : GENERAL CONDITIONS OF CONTRACT

- 1) 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 Multipurpose worker work as per the scope of work & usage of appropriate materials and tools/ equipment.
- 2) 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.
- 3) The service provider shall have to provide the services with need base frequencies. 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) No assistance of any kind including foreign exchange shall be made available by the department for the purchase of equipment, 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.
- 8) 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.
- 9) The service provider shall conduct his work so as not to interfere with or 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.
- 10) 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
- 11) 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.
- 12) 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 :-
 - i. 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.

- ii.** 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.
- iii.** 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 as per Central Govt. Rules.
- iv.** 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.
- v.** The service provider has to provide standard liveries on his part to its Multipurpose staff. The staff shall be in proper uniform provided by the service provider but approved by BMC administration with their identity properly displayed, samples of liveries (Dark Blue for Cleaning and light blue for Ward /ICU personals) will have to be submitted by the Service provider for the approval of competent authority. Hospital will provide the space for setting up a control room for the service provider in the premises of the concerned building/hospital from where the service provider and his own supervisory or office staff can control the Multipurpose labour force working in the hospital. The service provider will arrange for all items needed for his staff viz., time keeping machine, daily duty roster chart, etc. The Multipurpose 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.
- vi.** Once the Multipurpose staff is allotted an area of work he or she will be under supervision of the sister I/C/Supervisor/Officer of that area i.e. wards/OPD/IPD/Stores/Offices etc. and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the sister I/C/Supervisor/Officer. All instruction given by sister I/C/Supervisor/ Officer should be considered in the scope of work if it is for the benefit of the patients.
- vii.** 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.
- viii.** Once the Multipurpose staff is allotted an area of work he or she will be under supervision of the sister I/C/Supervisor/Officer of that area i.e. wards/ OPD/Stores/ Offices etc. and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the sister I/C/Supervisor/Officer. All instruction given by sister I/C/Supervisor/Officer should be considered in the scope of work.
- ix.** The service provider shall be wholly responsible for the conduct/integrity of each supervisor/sweeper deputed by him. The service provider shall also be responsible for any act of omission or commission on the part of his sweepers and supervisors and he will keep a regular watch on their conduct and behavior. 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.
- x.** 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.
- xi.** 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.
- xii.** The service provider will supply sufficient sets of uniforms, badges, and shoe to each employees
- xiii.** 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.
- xiv.** The cleaning staff and supervisor shall be under the direct control of the officer in-charge or his/her authorized representative for day-to-day maintenance operations.
- xv.** 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.

13. **Manpower**

- a. The service provider should Provide 171 Multipurpose staff per day. The requirement of total number of 171 MPW can be reduced to any number in future as and when the vacant posts on the Establishment of Topiwala National Medical College & B. Y. L. Nair Charitable Hospital are filled on regular basis.
- b. 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 hospital authority.
- c. The service provider should ensure to maintain adequate no. of manpower and also arrange a pool of stand by Multipurpose staff in case any Multipurpose staff absences from the duty, the reliever of equal status shall be provided by the ser- vice provider from an existing pool of Multipurpose staff.
- d. The Multipurpose staff deployed through service provider in the BMC HOSPITAL 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 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 personnel deployed shall be employees of the Service Provider and all statutory liabilities such as ESI, EPF, Workmen's compensation as per relevant statutory Act, etc shall be paid by the bidder. The list of personnel to be deployed shall be made available to BMC and if any change is required on part of BMC, a fresh list of personnel shall be made available by the bidder after each and every change. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum wages Act, Contract Labour (Regulation and abolition) Act, ESI, EPF and various other Acts as applicable from time to time with regard to the personnel engaged by the bidder for the BMC.
- f. The contractor should ensure to maintain adequate no of manpower and also arrange a pool of standby manpower in case any absences from the duty, the reliever of **equal status shall be provided by the contractor from an existing pool of manpower. If the required numbers of workers are less than the minimum required, a penalty @ Rs.500/- per worker per day if applicable will be deducted from the bill. Payment will be done only for the staff who was on duty and will be restricted to the salary paid to him/her by the contractor as per minimum wages act. For absentees payment will not be done.** The service provider's deployed person should be polite, cordial, positive thinking and efficient, while handling the assigned work and their actions shall prompt and pro- mote good will and image of BMC to the society. The service provider shall be responsible for any act of indiscipline action on the part of persons deployed.
- g. The minimum age of persons deputed should be 18 years and should not attain the age of 45 years, if suitable and they shall not interfere with the duties of the employees of the BMC.
- h. BMC shall direct the service provider to remove the person deployed from the site of work, who may be either incompetent, undisciplined, negligent in his duties or for his/ her/ their misconduct and the service provider shall forthwith acted upon on such direction, it may be verbal over phone and such replacement should be attended, immediately.
- i. The service provider shall ensure that the person deployed are disciplined and conduct in office premises , be best sustainable and is entailed on enforce in prohibition of consumption of alcoholic of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- j. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- k. Working hours would be normally 8 hours per day, including half hour lunch break in between. However, in urgency of work, the agencies manpower may be required to perform additional activities and the personnel may be called if required.
- l. The Service provider ensured that he shall provide and/ or substitute, well in advance, if there is any probability

that the manpower not performing / attending the task due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

- m. The service provider of his authorized person shall be available at all time. The message sent by phone/ e-mail/fax/ speed dial messenger form BMC to the service provider shall be acknowledged immediately, on receipt, on the same day. The service provider shall strictly observe the instruction issued by the BMC from time to time.
- n. It is the responsibility of the service provider to ensure safety of his own belongings and BMC shall not be liable for any loss, damages, theft, burglary or robbery of any personal belongings, equipment or valuable, whatsoever.
- o. BMC at its sole discretion depending upon the workload may at any point of time extend or curtail the contract or make changes in the requirement of manpower. The bidder should ensure that there is no guarantee, for minimum manpower to be deployed and the figure is estimate, subject to change at any point of time. It is make clear that in the event of retention of said deployed person, continuously for the whole contract period will not confer any right to the deployed person to be appointed or absorbed in the Institute of BMC.
- p. The personnel deployed shall have no claims whatsoever for employment in the BMC on the basis of this assignment, as agreed as per term of contract with agency.
- q. Pro-rata amount will be deducted for the periods of absence of deployed personnel by the manpower agency, from the total amount payable to the service provider.
- r. TDS and other taxes as applicable will deducted from each bill.
- s. It is the responsibility of concerned Service Provider to verify educational qualification and experience of the employees provided by the contractor.

14. Risk Clause :-

- i. The service provider shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. BMC reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing service provider and excess expenditure incurred on account of this will be recovered by the BMC from the service providers Security Deposit or pending bill or by raising a separate claim.
- ii. 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 Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- iii. 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 Hospital representative/s regularly to take feedback regarding the Multipurpose Services.
- iv. The service provider will also maintain a suggestion book for comments on the services rendered by it.
- v. 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 Hospital, for any loss or damage caused by any act of the service provider or its employees or staff etc.
- vi. The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
- vii. 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.
- viii. Licenses if any required for Multipurpose Services at the site will be made available by the service provider.
- ix. 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.

15. Penalties:-

The penalties will be imposed on violation terms and conditions of agreement as per the list given below:

Sr. No.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required	@ Rs. 500/- per worker/ day (If applicable)
2	Staff not in Uniform / without I-card	@RS. 100/- per worker/day
3	Misbehavior by the Contract Manpower to BMC employee Or patient / patient relative / visitors.	@ Rs. 500/- per incident
Recurring of irregularities given at Sr. No. 1 to 3 Double the penalties amount mentioned in sr. no. 1 to 3		

As this Hospital is a Govt. Institute covered under the scope of RTI Act it is expected that the Contractor shall keep all the record properly indexed and maintained in a systematic manner so that copies can be extracted as and when required.

16. Labor Shall be

- I. Age: Not less than 18years & more than 45 years.
- II.Character : Good
- III.Not Suffering from any communicable disease.

The Contracting Company / Firm/Agency shall furnish the following documents in respect of the individual staff deployed by them in this office in the given time limit:-

- a) List Of persons deployed (monthly)
- b) Bio-Data with antecedents details of the persons deployed (at the time of deployment)
- c) Birth proof of the candidates - (at the time of deployment)
- d) Copy of Aadhar Card of the candidates
- e) Identity Card issued by contractor bearing photograph (Within 8 days)
- f) Identity proof and residential proof (at the time of deployment)
- g) Provide Police NOC of the candidates

Management / Hospital related 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 of staff deployed by the service provider will be registered at the on the computer and reported to In charge of department of BMC. The service provider will take immediate action to resolve the complaints within the specific period of time.

Hospital related Services Complainants Register :-

This register is to be completed on the basis of information received by the Hospital related Manager from various department 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.

Waste Disposal Management (Including Bio-Medical Waste)

The cleaning manpower shall collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the hospital.

Categories of waste

Anatomical waste – Tissues, organ, body parts.

Soiled waste (Solid waste) – blood and body fluids, stained dressings, swabs, cotton etc. solid plaster casts.

Plastic Waste – IV sets and tubing, gloves, catheters, vacutainers and syringes(without needles), urine bags, blood bags.

Microbiology waste – lab cultures. Sharps–Syringes with needles, burnt needles, stylets, scalpels, lancets, blades, broken ampoules.

Liquid waste – waste from laboratory and washing, cleaning and disinfection.

General waste – paper, cardboard, unbroken glass bottles.
Expired Medicines.

STANDARD METHOD AND PROCEDURE FOR COLLECTING HOSPITAL WASTE IN VARIOUS COLOUR CODED GARBAGE BINS:-

- Anatomical waste will be collected in yellow bag and will be given to centralized waste management of Multipurpose department.
- Soiled waste (Solid waste) – will be segregated and collected in red bags and will be given to centralized waste management of Multipurpose department.
- Plastic waste will be collected in blue bags and will be autoclaved chemically disinfected and then shredded. Sharps will be collected in puncture proof container and will be given to centralized waste management Multipurpose department.
- Microbiology waste will be autoclaved. Liquid waste will be disinfected with hypochlorite solution before disposal.
- Expired Medicines will be sent to pharmacy for return.
- General waste will be collected in black bag and will be disposed as normal waste.

The following guidelines shall be followed:-

- Segregation will be done at source.
- Bins will have bio-hazardous sign on them.
- Multipurpose personal will wear gloves and masks before collecting the garbage.
- Bags will be secured when they are 3/4th full and will be clearly labeled with the date, time and respective floor.
- While handling the bag it must be held at the closed top and away from the body.
- If a bag is found broken or not completely sealed then it should be double bagged into a second bag.
- Garbage will be transported in designated trolley to the storage area.
- Cleared daily at designated time.
- Access to waste storage area is limited to authorized Multipurpose personals.
- Waste storage area must be inspected every week for spills and contained deterioration and the inspection must be documented.
- Before the collection by the outside vendor the garbage bags has to be weighed and the details like date, time

floor, weight will be entered in the garbage register by the Multipurpose boy in the presence of security,

If for any reason, it becomes necessary to store the waste beyond such period, the authorized Multipurpose person must take permission from the authorities and take measure to ensure that the waste doesn't adversely affect human health and environment. Bio-Medical Waste Management and Handling Rules, 1998 amended in 2000 shall and subsequent amendments, if any be adhered to.

Body Packing Services:-

The consumables shall be provided by Concern Hospital Authority, the Multipurpose personnel shall carry out the body packing services as directed by Mortuary In- charge/Concern Hospital Authority.

Weekly Services:-

The deep cleaning of the entire area will be done by the service provider once a week as under

- Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fitting, toilet drain pipes etc. in the toilets with standard cleaning material.
- Cleaning of all windows glasses and grill with detergent/ cleaning agents.
- Washing of outside area with High Pressure Jet Machine.
- Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

Multipurpose worker Monitoring and Control :-

For better management and smooth services, the following monitoring mechanism will be adopted by the service provider:-

Multipurpose 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.

Liquidated damages:-

Whenever and wherever it is found that the cleanliness is not up to the mark it will be brought to the notice of the supervisory staff of the contractor by sister I/C or officials of BMC of the area and if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of BMC Officer In-charge shall be final, in this regard.

SECTION 9 : BILL OF QUANTITY / ITEMS DATA

Amount for “Tender for providing Multipurpose manpower Services at **Topiwala National Medical College & B. Y. L. Nair Charitable Hospital, Mumbai Central** for a period of **471 Days or Till Dt.31.03.2027.**”

Sr. No.	Employee category	No. of MPL/ DAY
1	MULTIPURPOSE WORKER	171

Bidders requested to go through details provided before quoting the
The Bidder should provide minimum 30% female MPL as per requirement of hospital
Rates quoted should be as per min. wages circular of BMC CLO/02 Dt. 23.04.2025 (OR Revised)

1.1 as per circular no. CLO / 09 dt.02.09.2020 or latest.

1.2 as per circular no. CLO / 06 dt.19.01.2024 or latest.

Rates quoted by bidder i.e. (per person per month rate as on date) should be as per above circulars, Bidder quoting rates below min wages circular will not be considered eligible for the bid.

The Bidder should quote the rates inclusive of all statutory payments & allowances. Any revision in future for Three years will be paid to the bidder as per revised circular, in proportion to the Rate analysis given by the bidder in “folder C”

Bidder has to quote the rate @ per shift per (each shift of 8 hrs). Minimum wages act should be strictly applicable.

Note - Bidder should not disclose service charges/rate in above bill of quantity/item data.

Payment:-

The multipurpose worker contractor is required to provide thirty days (or every per month). However as per the circular क्र. प्रभा/ 02 Dt.23.04.2025 one day off per week is required. If the work is done for full month, then the salary will be paid for each day of full month.

Note :-Amount should be submitted in Item data of Mahatender System and not in this document. This documents 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 BMC Hospital well before submitting the Amount in the item data of Mahatender system.

FORCE MAJEURE-OBLIGATIONS OF THE PARTIES :-

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

Check list of Documents to be uploaded in PACKET A and PACKET B as per the order given below.

Sr. No	PACKET A Description of Document	Sr. No	PACKET B Description of Document
1	Annexure - 1 (Particular of Tenderer)	1	Annexure - 4 Pro forma for Service provider
2	Annexure - 2 (Tender Form)	2	Annexure- 5 & 5A Experience Certificate and PRO-FORMA FOR STATEMENT OF LIST OF EXPERIANCES
3	Annexure - 3 (Affidavit- Undertaking to be sign by tenderer)	3	Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc
4	Annexure- 6 Authorization Letter for attending tender opening	4	Corrigendum
5	Annexure - 7 (Article of Agreement)	5	Any other specific requirement not covered in this list
6	<u>ANNEXURE – 9 INTERNAL GRIEVANCE REDRESSAL MECHANISM</u>		
7	Annexure- 10 Agreement of Integrity Pact as per		
8	Annexure- 11 Declaration of Service items quoted on letter head of bidder		
9	ANNEXURE -12 Undertaking to be Signed by the bidder		
10	Annexure-13 Details Litigation of History		
11	Tender Document		
12	Annexure-A		
13	Annexure-B		
14	Firm/Company/Sanstha Registration Certificate		
15	Valid Bank Solvency Certificate		
16	Goods and Service Tax Registration Certificate		
17	Valid PAN Document		
18	C.A. certificate for Turnover of Tenderer		
19	Copies of last years of Income Tax return		
20	Valid registration certificate under Employees Provident Fund		
21	Valid registration certificate under Employees State Insurance Corporation		
22	Latest partnership deed		
23	Any other specific requirement not covered in this list		

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

ANNEXURE –1

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

(Particulars about the tenderer)

(To be uploaded in PACKET ‘A’)

(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 Year of the 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 & License 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

Tender Form

(To be uploaded in PACKET A)

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

Date:-.....

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,

1. I/We(full name in capital letter starting with surname of the Bidder/ Service Provider), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to
 - a) Invitation to Tenderers
 - b) Instructions to Vendors participating in e-Tendering Process
 - c) Flow of activities of tender
 - d) General Instructions to the tenderers
 - e) Items Descriptions
 - f) Scope of supply.
 - g) Contract Agreement form
 - h) Annexures
 - i) Details of the Item Data in Mahatender:- (Rate to be filled by tenderer in commercial offer)
 - j) Minutes of pre bid meeting,
 - k) Corrigendum if any
2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Manpower referred to in the aforesaid documents, at the rate quoted for respective item in the item data
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through online payment and we are aware that this EMD shall not bear any interest till it is with BMC.
4. I / We also agree to keep this e-tender open for acceptance for a period of **90 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

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

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

1. A/c. No.....
..... Name of the Bank.....
..... Name of the Branch.....
2.
.....
.....
3.
.....

ANNEXURE – 3

NLE/6767
Mahatender ID No. 2025_MCGM_1240516_1

**(Undertaking to be signed by the Bidder/Service Provider)
(To be uploaded in PACKET A)**

Tender No.:
Due Date:

Date-

AFFIDAVIT

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,

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

1. I/We hereby confirm that I / we will be able to carry out the service work offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We do hereby states 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 services as per the present market rates and that I/We have not offered less price for the subject services 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 when- ever 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/Wehereby further state and declare that I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

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 TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years

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.

14. 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.

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

OR

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

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

OR

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

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

16. 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.** 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 of the service provider) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for **Providing Multipurpose worker Services on outsource basis for Nair Charitable Hospital for a period of** as mentioned in the tender & in accordance with the specifications therein.

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

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

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

yours faithfully,

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

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

WITNESS:

(1) Full Name.....

And Address

Signature

(2) Full Name.....

And Address

Signature.....

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

ANNEXURE –4

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

PRO-FORMA FOR SERVICE PROVIDER
(To be uploaded in PACKET B)

To,
Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Dear Sir,

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

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

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

2) Scanned copy of Original letter shall be uploaded

ANNEXURE -5

NLE/6767
Mahatender ID No. 2025_MCGM_1240516_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 manpower, total no. of locations and value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded.

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

NOTE:-

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

ANNEXURE –5A

NLE/6767
Mahatender ID No. 2025_MCGM_1240516_1

(To be uploaded in PACKET B)

PRO-FORMA FOR STATEMENT OF LIST OF EXPERIANCES

(For the period of last five years)

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

Tender No.: _____

Name& Address of the Tenderer: _____

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

Signature & seal of the Tenderer

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

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

ANNEXURE – 6

NLE/6767
Mahatender ID No. 2025_MCGM_1240516_1

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

(To be uploaded in PACKET A)

No. ____

Date:____

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Subject:- Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Note:- Photo ID of Representative is compulsory.

ANNEXURE – 7

NLE/6767
Mahatender ID No. 2025_MCGM_1240516_1

Pro-forma of ‘Articles of Agreement’ for Providing Services

Bid No.: _____

Due on : _____

Standing Committee Resolution No _____ **Dated** _____ **/Mayor’s/ Addl.**

Municipal Commissioner’s/DMC’s Sanction No. _____ **Dated** _____

Contract for the Supply of Man Power: _____

During the period from _____ **to** _____

This agreement made this day of _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor’s Full Name) in habitant/s of Mumbai, carrying on business at-----
in Mumbai under the style and name of Messer’s for and on behalf of himself / themselves, his /
their heirs, executors, administrators and assigns (Hereinafter called ‘ the Contractor/s’)of the
FIRST PART and Shri/Smt. _____

the Dean (Nair Hospital) in which expressions are included unless such inclusion is inconsistent
with the context or meaning therefore, include Dean (Nair Hospital) and any officers of
Brihanmumbai Municipal Corporation authorized by the Dean (Nair Hospital) and shall also
include their successors & assign / assignee for the time being holding office, of the SECOND
PART and the Brihanmumbai Municipal Corporation (Hereinafter called ‘ the Corporation’) of
the THIRD PART.

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

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

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

AND WHEREAS the said Contractor/s has/have paid deposit of Rs. _____ (Rs.
_____) in the office of Dean (Nair Hospital) as Contract Deposit for the due and
faithful performance of this contract OR has / have furnished the General Undertaking and
Guarantee for Rs. _____ (Rs. _____) of

Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Dean (Nair Hospital) for the due and faithful performance of this contract.

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

1. Contract Period

That this Contract shall be deemed to have commence as from and after ___Day of _____Two Thousand__and shall continue in force, subject to the power of the Dean (Nair Hospital) for the time being to determine the same previously as hereinafter mentioned until _____Day of ____Two Thousand____or until such time as the Services herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (P.H.D.) / purchasing Officer as being of good quality and in good working order.

2. Contract deposit.

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation valid for at least one year.

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

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

3(a).Failure to execute Orders

If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dean (Nair Hospital) / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circum- stance and the same shall be recovered from any dues of the Contractor/s, with the BMC.

3(b). Period

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

4. Place of Service

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

5. Quality

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

6. Quantity

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

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

- a. The tenderer shall provide the required services within the period of 30 days from receiving demand order. However, for any delay will attract penalty of Rs.500/- per day if applicable.
- b. 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, will attract penalty of Rs. 500/- per day if applicable over & above payment of absent person will not be given.
- c. If person deputed at the work place not carrying his valid photo identity card and uniform provided by service provider Agency and Person misusing / misconducting the BMC Personnel and its property, the penalty of Rs. 100/- per day incident will be charged and deducted from the bill presented for payment by the service provider .
- d. Similarly, in case of absence without substitution, amount per shift for the period of absence without substitution will be deducted from the bill presented for payment by the service provider.
- e. The tenderer shall ensure that there is no complaint from such outsourced person about Non- payment of wages / dues in due course of time i. e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value.

- 8. Replacement of Manpower** Tenderer shall have to replace Sub standard/Unskilled outsourced manpower with the standards mentioned in this tender.

9. Rejection & appeal

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

10. Risk & Cost of services

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

11. Services can be brought from elsewhere

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

12. Information regarding payment

Payment will be made within 30 days from the date of satisfactory Service, submission of the bills there of and submission of all documents for execution of contract.

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

Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records.

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

NOTE3:-The rates to be quoted in this tender shall be inclusive of all the taxes as applicable except GST.

13. Monetary dealings with the Municipal Employees.

The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any 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.

14. Breach of Contract.

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

15. Dissolution of the Contract

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

16. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between Dean (Nair Hospital) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the services to be provided by the contractor/s under these presents or any of them or the quantity or sub standard services thereof the or other action taken, or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or Dean (Nair Hospital) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice

to the Contractor or others concerned, or any of them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement of this contract and the determination of the sum or sums or balance of money to be paid or received from the Contractor by the Corporation.

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

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

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

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

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

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

Banker's Guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

20. Termination of the Contract

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

21. Return of the Contract Deposit:

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

22. Banker's Guarantee

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

23. Partnership

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

24. Charges

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

25. Singular – Plural

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

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

27. Acknowledgement

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

28. Penalty

Penalties :-The penalties will be imposed on violation terms and conditions of agreement as per the list given below:

S.N.	Description of Irregularities	Penalty
1	If the required workers are less than the minimum required	@ Rs. 500/- per worker/ day (If applicable)
2	Staff not in Uniform / without I-card	@ RS. 100/- per worker/day
3	Misbehavior by the Contract Manpower to BMC employee or patient / patient relative / visitors.	@ Rs. 500/- per incident

4 Recurring of irregularities given at Sr. No. 1 to 3 Double the penalties amount mentioned in sr. no. 1to 3

29. Scope of the Contract

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

30. Operation of the Contract Clauses

The D.M.C. (P.H.D.) or his / her successor/s for the time being holding the office of the D.M.C. (P.H.D.) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dean () shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner.

SIGNED, SEALED & DELIVERED BY

Dean, B.Y.L. NAIR CH. Hospital, Mumbai Central, Mumbai - 400 008

Dean,
(B.Y.L. NAIR CH. Hospital)

In the presence of

1. _____

2. _____

SIGNED, SEALED & DELIVERED BY

The said contractor

The common seal of the

Brihanmumbai Municipal Corporation,

Was affixed on the _____ day of

Seal of the
Brihanmumbai Municipal Corporation

In the presence of

1. _____

2. _____

(Two members of the standing committee of the
Brihanmumbai Municipal Corporation)

Contract examined with one tender and the resolution No. of the Standing Committee and found correct

Administrator Officer

(B.Y.L. NAIR CH. Hospital)

The common seal of the company if any must be affixed here

ANNEXURE– 8

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

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

List of approved Banks

(A) S.B.I. & its subsidiary banks

1. State Bank of India
- 2.State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Saurashtra
7. State Bank of Travencore
8. State Bank of Indore

(B) NATIONALIZED BANKS

- 9.Allahabad Bank
- 10.Andhra Bank
- 11.Bank of Baroda
- 12.Bank of India
- 13.Bank of Maharashtra
- 14.Central Bank of India
- 15.Dena Bank
- 16.Indian Bank
- 17.Indian Overseas Bank
- 18.Oriental Bank of commerce
- 19.Punjab National Bank
- 20.Punjab & Sind Bank
- 21.Syndicate Bank
- 22.Union Bank of India
- 23.United Bank of India
- 24.UCO Bank
- 25.Vijaya Bank
- 26.Corporation Bank
- 27.Canara Bank

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd
37. Indusind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank Ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.
52. Axis Bank
53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

54. Abhyudaya Co-Op. Bank Ltd.
55. Bassein Catholic Co-Op. Bank Ltd
56. Bharat Co-Op. Bank Ltd.
57. Bombay Mercantile Co-Op. Bank Ltd.
58. Cosmos Co-Op. Bank Ltd.
59. Greater Mumbai Co-Op. Bank Ltd.
60. Janata Sahakari Bank Ltd.
61. The Mumbai District Central Co-Op. Bank Ltd.
62. The Maharashtra State Co-Op. Bank
63. New India Co-Op. Bank Ltd.
64. North Canara G.S.B. Co-Op. Bank Ltd.
65. Rupee Co-Op. Bank Ltd.
66. Sangli Urban Co-Op. Bank Ltd.
67. Saraswat Co-Op. Bank Ltd.
68. Shamrao Vitthal Co-Op. Bank Ltd.
69. Mahangar Co-Op. Bank Ltd.
70. Citizen Bank Ltd.
71. Yes Bank
72. Punjab and Maharashtra Co-Op Bank Ltd
73. Thane Janata Sahakari Bank Ltd

(E) FOREIGNBANKS

- 74. ABN AMRO BANK N.V.
- 75. American Express Bank Ltd.
- 76. ANZ Grindlays Bank
- 77. Bank of America NT & SA
- 78. Bank of Tokyo Ltd.
- 79. Banque Indosuez
- 80. Banque National De Paris
- 81. BarclaysBank
- 82. Citi Bank N.A.
- 83. Hongkong& Shanghai Banking Corporation Ltd.
- 84. Mitsui Taiyokbe Bank Ltd.
- 85. Standard Chartered Bank
- 86. CHO-HungBank
- 87. HDFC Bank
- 88. IDBI Bank

ANNEXURE – 9

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

(To be uploaded in PACKET ‘A’)

INTERNAL GRIEVANCE REDRESSAL MECHANISM

BMC has formed a Internal Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, 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 M.C.G.M. 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/- fee shall be paid in the form of D.D. in favour of BMC.

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

If not satisfied, 2nd 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 (P.H.D.) office where appeals of aggrieved bidder will be received with fee of Rs.25000/- 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 and to the Committee within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

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

ANNEXURE – 10

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

(To be uploaded in PACKET 'A')

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 B.M.C., 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, favour, 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti-corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.

- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.

- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the afore-said sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation /rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/Contractors from participating in future bidding process of 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 BMC Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC / Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto one year or the complete execution of the contract to the satisfaction of the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible 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 BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE –11

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

(Declaration of Service Items Quoted on letter head of the Bidder)

(To be uploaded in PACKET ‘A’)

DECLARATION OF THE CONTRACTOR

I/we hereby declare that I/we have visited the various locations to get first hand information and get acquainted with the site condition as regards to approach, accessibility, working condition and other matters affecting cost and work to arrive at the rates quoted in the tender.

I/we hereby accept that if any information furnished by me/us is found incorrect at a later stage, I/We shall be liable to be debarred from tendering in BMC. The BMC department reserves the right to verify the particulars furnished by me/us.

I/We have gone carefully through tender/work specification and BMC terms and conditions and accepted the same. We solemnly affirm that the multipurpose workers deployed by our Firm _____ do possess the requisite necessary qualification and are competent to Run the Medical Equipment and its accessories. Any consequent loss / damage to the machine Or the patient due to improper handling of the equipment will be solely our responsibility.

Signature and stamp of BIDDER/SERVICE PROVIDER

ANNEXURE -12

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

Undertaking to be Signed by the bidder

(To be uploaded in PACKET A)

Tender No:

Bid No:

To,
Municipal Commissioner,
Brihanmumbai Municipal corporation.

Sir,

I/We----- (Full Name in the Capital Letters Starting with surname of the service provider) the proprietor /Managing Partner / Managing Director/Holder of the Business/Authorized Distributors for the Establishment/Firm /Registered Company named herein below do here offer for “Tender for Providing Multipurpose Manpower Services (MPL) at _____BMC hospitals for a period of ____ years”

I/We do hereby undertake that, we will keep our full control over quality of the services for “Tender for Providing Multipurpose Manpower Services (MPL) at _____BMC hospitals for a period of ____Years” in accordance with the specifications therein. As mentioned in the tender & in accordance with the specifications therein.

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

Note :- This undertaking should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE – 13

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

(To be uploaded in Packet ‘A’)

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/- stamp paper)

ANNEXURE -A

NLE/6767

Mahatender ID No. 2025_MCGM_1240516_1

Irrevocable Undertaking

(On Rs. 500/- Stamp Paper)

I Shri/Smt..... aged years Indian Inhabitant.

Proprietor /Partner /Director of M/sresident at

.....do hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and identified by me.

ANNEXURE – B

Rate – Analysis

NLE/6767

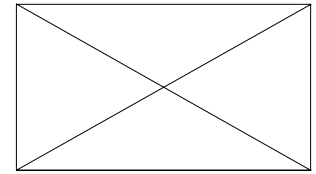
Mahatender ID No. 2025_MCGM_1240516_1

Sr. No.	Description	Levy %	Unskilled
1	Basic Pay		11,500
2	Special Allowance		9,100
3	1 + 2 (Basic Pay + Special Allowance)		20,600
4	HRA on Sr. No.3	5%	1,030
5	3 + 4 (Basic Pay + Special Allowance + HRA)		21,630
6	EPF on Sr. No.3 (upto 15000)	13%	1,950
7	ESIC on Sr.No.5	3.25%	703
8	Leave Encashment on Sr. No.3	7.00%	1,442
9	Bonus on Sr. No.3	8.33%	1,716
10	Gratuity on Sr. No.3	4%	824
11	Safety Equipment on Sr. No.5	4%	865
12	Labour Welfare Fund		36
13	Total of Statutory component (6 to 12)		7,536
14	Service Charge on Sr. No.5	x%	xxxx.xx

Note:-

- 1) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum wages, levies etc and service charges of bidder. The Rate Analysis in the above table is based on BMC's current Circular CLO/09/ 20-21 dt. 02.09.2020 & CLO/02/25-26 dt. 23.04.2025
- 2) The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
- 3) The bidder shall add service charges from 1% to 5% on Basic + Special Allowance + HRA to the total of statutory components to arrive at rate per category we shall than be quoted in the item data of SRM System.
- 4) L1 will not be decided on service charge **of less than 1% and will be treated as non-responsive bid if service charge quoted less than 1%.**
- 5) In case of equal percentage/rates of lowest bidders is obtained after quoting, then the successful bidder will be decided by lottery system by Dean B.Y.L.NAIR CH.HOSPITAL.
- 6) The wages will be revised as per norms of State/Central Govt. If wages will be revised (i.e. revised by BMC or norms of State/Central Govt.), then also the service charges will be paid to the agency in pre-revised wages only i.e. the amount quoted at Sr. No. 14 in below table.(Annexure-B)
- 7) After opening of Packet C, the bidders shall submit the above rate analysis with his service charge and rate so arrived for each category duly signed and stamped.
- 8) Rates displayed in the BOQ are basic rates excluding service charge (Basic + 44.58% levy excluding 5% service charges)
- 9) **Bidder should not disclose service charges/rate in above in annexure-B.**

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 EMPLOYER

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.

Place and Date

Employer's/Service Providers

Sign and Seal