

MUNICIPAL CORPORATION OF GREATER MUMBAI

K.E.M. Hospital

Parel, Mumbai – 400012.



**TENDER DOCUMENT FOR “Providing Multipurpose worker 211 nos.**

**(142 Male & 69 Female) on contract basis for**

**K.E.M. Hospital Parel Mumbai-12. for a period of 2 Years”**

Bid No. 7200036956

This tender document consists of:

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## SECTION: 1

**E-TENDER NOTICE**  
**MUNICIPAL CORPORATION OF GREATER MUMBAI**

KEM Hospital parcel East, Mumbai – 400012.  
 No. KEM / 5934/ G1 Dated 29.09.2022.

**Sub:- E-TENDER NOTICE FOR “Supply of Multi purpose workers on contract basis at KEM Hospital”**

The Commissioner of Municipal Corporation of Greater Mumbai invites the following online tender. The tender copy can be downloaded from MCGM’s portal (<http://www.mcgm.gov.in>) under “Tenders” section.

**All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. However, bidder who have been debarred / blacklisted till the bidding period by MCGM/Central Govt. /State Govt. / Public Sector Undertaking / any other Local Body, cannot participated in bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' 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 Information Center, TCS, Customs, MTNL GNFC and e-Mudhra. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard. The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	E- Tender Price (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1.	“Supply of Multi purpose workers 211 nos. (142 Male & 69 Female) on contract basis at KEM Hospital” for a period of 2 Years.	Rs. 10,400/-	Rs.14,00,000 /-	04.10.2022	15.10.2022
	Bid No.7200036956	+ 18% GST		16.00 Hr.	16.00 Hr.

**Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.**

Date of Opening of Packet A & B (Eligibility)	17.10.2022 17.10.2022	Packet A at 16.00 hr. Packet B at 16.15 hr.
Date of Opening of Packet C (Commercial Bid )	21.10.2022	At 15.00 hr..

The tender document is available on MCGM portal (<http://www.mcgm.gov.in>) along with this tender notice. However, the bidder/service provider shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full EMD amount online.

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

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

Tenderers shall note that any corrigendum issued regarding this tender notice shall be published on the MCGM portal only. No corrigendum shall be published in the local newspapers.

By Order of the Municipal commissioner  
Municipal Corporation of greater Mumbai

Sd/-  
Dean  
KEM Hospital, Parel

Address for Communication and Venue for opening of Bid :

KEM Hospital Parel East, Mumbai – 400012.

Telephone No- 022- 24107018

e-mail:- [dean.kem@mcgm.gov.in](mailto:dean.kem@mcgm.gov.in) &  
[adminofficer02.kem@mcgm.gov.in](mailto:adminofficer02.kem@mcgm.gov.in)

For detailed tender document please scroll down

**2 - HEADER DATA**

<b>E-Tender No.</b>	
<b>Name of Organization</b>	Municipal Corporation of Greater Mumbai
<b>Subject</b>	<b><u>“Supply of Multi purpose workers 211 nos. (142 Male &amp; 69 Female) on contract basis at KEM Hospital for the period of 2 years ”</u></b>
<b><u>Estimated Cost</u></b>	Rs. 14,00,00,000 /- approx.
<b>Scrutiny fee of E-Tender</b>	Rs10400/- + 18% GST ( i.e.Rs. 12,272/-)
<b>Earnest Money Deposit</b>	Rs.14,00,000/-
<b>Pre Bid Meeting on</b>	<b><u>The pre bid meeting at conference hall, second floor, New Building, MCGM Head office,CST. Dt. 11.10.2022 at 3.00 pm</u></b>
<b>End Date and Time of Bid Submission</b>	<b><u>15/10/2022up to 16.00 hrs.</u></b>
<b>End date &amp; time for receipt of EMD</b>	<b><u>15/10/2022up to 16.00 hrs.</u></b>
<b>Opening of Packet A</b>	As mentioned in Tender Notice of Bid in SRM
<b>Opening of Packet ‘B’</b>	
<b>Opening of Packet C</b>	
<b>Address for Communication</b>	Office of the Dean KEM Hospital, Parel, Mumbai - 400022  Email: <a href="mailto:dean.kem@mcgm.gov.in">dean.kem@mcgm.gov.in</a> ; <a href="mailto:adminofficer02.kem@mcgm.gov.in">adminofficer02.kem@mcgm.gov.in</a>
<b>Venue for opening of bid</b>	KEM Hospital Parel East, Mumbai – 400012.

Tender document is not transferable

Sd/-  
DEAN  
K.E.M. Hospital

### Instructions to Vendors participating in e-Tendering Process

1. The e-Tendering process of MCGM is to be enabled through its Portal '<https://portal.mcgmgov.in>'
2. All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.
3. All the information documents are published under the 'e-Procurement' section of MCGM Portal.
4. All the interested vendors are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal. Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.
5. 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.
6. As MCGM has switched over to e-Tendering process, if any reference in this tender document is found as per manual bidding process like Packet A,B,C etc., the same may please be ignored. All documents that are required to be submitted as part of eligible & technical bid need to be uploaded in the folders provided for this purpose and commercial bid need to be filled in online.
- 7. Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.**
8. All the documents and data uploaded by vendors will have to be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors who intend to participate in e-Tender to procure digital signature certificate of class-3 and 'Company' Type.
9. Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach help desk for details.
10. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
11. In order to participate in an e-Tender, the registered vendors need to follow the steps given below.

a. Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.

b. Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.

**c.** Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.

**d.** Make payment of Tender price online and download the tender document and other relevant information documents.

e. Pay EMD on line and other charges, wherever applicable, as per the instructions given in the Tender Notice and / or Tender Document.

f. Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.

g. Ensure that documents are uploaded properly after downloading them
h. Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
i. The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids
j. The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, care should be taken to delete the old version.
k. <u>Ensure that your bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.</u>

12. Vendors should ensure to submit their bids well in advance before the due date and due time. 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.

13. 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 signatures etc. Vendors should

scan all the required original documents before uploading the same.

14. Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.

15. For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275 from 11.30 AM to 5.00 PM on all working days of MCGM.

#### **SPECIAL NOTE :**

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON MCGM PORTAL (<https://portal.mcg.gov.in>).

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under "e-Procurement"

**For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in 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.**

### **3. PREAMBLE**

**The Municipal Corporation of Greater Mumbai invites Tender FOR “Supply of Multi purpose workers on contract basis at K.E.M. Hospital” for a period of 2 Year ”**

The ownership of the said structure is vested with MCGM.

The MCGM is planning to Outsource Multipurpose workers.

The proposal consists of Providing **Multi purpose workers on contract basis** for **K.E.M. Hospital** for a period of 2 Year”

The prospective bidder/service provider shall have intention of PROVIDING **“Supply of Multi purpose workers on contract basis** so as to carry out the day-to-day work at hospital.



#### **4. FLOW OF ACTIVITIES OF TENDER**

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
1. Tenderer shall note that any corrigendum issued regarding this tender notice will be published on the MCGM Portal only. No corrigendum will be published in the local newspapers.
2. 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 Tender section of M.C.G.M Portal after paying online requisite tender price.
3. Pay E.M.D. online on or before the due date and time prescribed.
4. Simultaneous, 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.4 of this tender document.
5. 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 the Header Data in SRM.
6. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer (i.e. responsive in Packet A) will be opened online.
7. Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the technical offers (i.e. responsive in Packet B), as decided in tender committee meeting will be opened online.
8. Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
9. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
10. 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.
11. **Providing Multipurpose worker related services for MCGM,for a period of 2 years** described in the specifications and as per terms & conditions.

## **5. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS**

Before filling in the tender, tenderers are requested to go through the "General Instructions to Tenderers", the "Mandatory conditions", all "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 prorata basis. Similarly number of patient related service attendants may also increase or decrease as per requirement.

### **Eligibility Criteria**

1.

#### **Who can quote :-**

a) Only the 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 /on going (,i.e. providing manpower supply in any of the MCGM Hospital's/large corporate are qualified to fill and submit the tender.

#### **Note :- The tenderer should have the Registered /Branch Office in Mumbai.**

b) **Turnover :-** The Average annual turnover of the bidder during last three financial years shall be **minimum Rs 2,45,00,000 /-** 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)

#### **c) Experience.**

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.
- a. The Firm should have minimum 5 years experience in the field of Manpower supply in The tenderer in his own name should have experience in doing similar nature of works as described hereinabove during last 5 years on or before the due date, provided further that all other qualification criteria are satisfied. He should have satisfactorily completed work of similar nature and/or satisfactorily completed minimum 75% of ongoing works of similar nature and of value started below. Tenderer should upload the documentary evidence of the same.

One similar completed work of value equal to Rs.1,96,00,000 or more (80% of turnover value)

OR

Two similar completed works each of value equal to Rs.1,47,00,000 each or more (60% of turnover value)

OR

Three similar completed works each of value equal to Rs. 98,00,000 each or more (40% of turnover value)

Bidder shall provide certified copies of executed service order/ work orders along with completion certificates/ for ongoing works in support of the experience as provided in this clause. Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5 and 5A)

	d)	The tender shall be uploaded by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
2.	<b><u>Where and how to submit the tender</u></b>  The tender documents with details as specified in the pro-forma in Annexure must be submitted online in tender section of M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.	
3.	<b><u>The Three Packets system</u></b> The tenderer should upload tender in three packets system as below.	
(A)	<b><u>Bidders Folder :- Packet – 'A':</u></b>  The tenderer shall not disclose / quote the 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.	
	<b><u>Administrative documents - Packet 'A'</u></b>	
	1)	Particulars about the Tenderer ( <b>Annexure -1</b> )
	2)	Tender form ( <b>Annexure -2</b> )
	3)	Undertaking to be signed by the Tenderer ( <b>Annexure-3</b> )
	4)	Authorization letter for attending tender opening ( <b>Annexure-6</b> )
	5)	Articles of Agreement ( <b>Annexure 7</b> )
	6)	SRM Tender document.( except Annexure)
	7)	<b><u>Firm/Company/Sanstha Registration Certificates.</u></b>  i. Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking.  i. Company Registration Certificate, articles of association as the case may be.  ii.

<b>8)</b>	<b>Solvency certificate</b>  Valid Bank Solvency Certificate for minimum of <b>Rs. 30 Lakh</b> issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than <b>06</b> months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue. <b>SOLVENCY CERTIFICATE CHART:-</b>																								
	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Estimated Cost in Lakhs</th> <th>Solvency Certificate Vaule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Above 300</td> <td>30 Lakhs</td> </tr> <tr> <td>2</td> <td>Above 100 to 300</td> <td>20 Lakhs</td> </tr> <tr> <td>3</td> <td>Above 50 to 100</td> <td>15 Lakhs</td> </tr> <tr> <td>4</td> <td>Above 25 to 50</td> <td>10 Lakhs</td> </tr> <tr> <td>5</td> <td>Above 10 to 25</td> <td>05 Lakhs</td> </tr> <tr> <td>6</td> <td>Above 05 to 10</td> <td>02 Lakhs</td> </tr> <tr> <td>7</td> <td>UPTO 05</td> <td>01 Lakhs</td> </tr> </tbody> </table>	Sr.No.	Estimated Cost in Lakhs	Solvency Certificate Vaule	1	Above 300	30 Lakhs	2	Above 100 to 300	20 Lakhs	3	Above 50 to 100	15 Lakhs	4	Above 25 to 50	10 Lakhs	5	Above 10 to 25	05 Lakhs	6	Above 05 to 10	02 Lakhs	7	UPTO 05	01 Lakhs
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<b>9)</b>	<b>GST / CST Registration and Clearance Certificate (as applicable).</b>																								
<b>10)</b>	<b>PAN CARD</b>																								

	<p>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.</p>
<b>11)</b>	C.A.'s certificate for Turnover of the tenderer.
<b>12)</b>	Copies of last three years of Income Tax returns
<b>13)</b>	Valid Registration Certificate under ESIC Act 1948.
<b>14)</b>	Valid Registration Certificate under EPF & M Act 1952.
<b>15)</b>	Agreement of integrity pact ( <b>Annexure- 10</b> )
<b>16)</b>	Authorization letter of authorized representative for downloading and uploading tender on the letter head of Service provider ( Bidder)
<b>17)</b>	Declaration of Service Items Quoted on letter head of the Bidder.( <b>Annexure – 11</b> )
	<b>Annexure only for information: (Not to upload in Packet A )</b>
<b>01)</b>	List of the Bank ( <b>Annexure –08</b> )
	<p><b>Note :-</b>If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self-attested, signed, scanned copies of the documents asked for.</p> <p><u>Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then <b>5% amount of EMD will be forfeited</b> for non submission of documents in packet 'A'.</u></p>

<b>(B)</b>	<p><b><u>Bidder's Folder :- Packet 'B'</u></b></p> <p>The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.</p> <p>The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.</p>
	<p><b>Technical Documents Packet B</b></p> <ol style="list-style-type: none"> <li>1. Performa for Service Provider (<b>Annexure – 4</b>)</li> <li>1. Past performance/ experience certificate. (<b>Annexure – 5 and 5 a</b>) Past Performance or Experience Certificate should be in the name of Bidder.</li> <li>2. Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc.</li> </ol>
	<p><b>Note :-</b> If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self attested, signed, scanned copies of the documents asked for.</p> <p>Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then <b>5% amount of EMD will be forfeited</b> for non submission of documents in packet "B"</p>
	<p><b><u>Bidder's Folder :- 'C'</u></b></p> <p>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 in item data of SRM. <b>The Tenderer/Service Provider should quote administrative charges in percentage only, quoted lowest Administrative Charges (maximum 5% ) will be eligible as the lowest Tenderer/Service Provider.</b></p>
	<p><b><u>NOTE 1: All the documents in Packet 'A' ,Packet B and Packet C should be uploaded in P.D.F. Format only.</u></b></p> <p>The documents which are uploaded in Packet A, Packet B and Packet C with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification / Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A, Packet B and Packet C the same will be accepted by imposing penalty of Rs.2000 per document.</p> <p><b><u>Administrative and Technical Bid will be opened on</u></b> 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 &amp; time of opening of Financial Bid online will be intimated to the responsive Tenderer.</p> <p>The Bidder shall be required to upload original copies of the relevant documents / evidences in support of technical ability for technical evaluation.</p>

	<p>A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.</p>
(C)	<p><b><u>Commercial bid (Item Data of SRM) Packet - 'C'</u></b></p> <p>The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. Packet 'C' will be automatically generated as per item data. Tenderer/Service Provider should fill rate for the services mentioned in the Item data tab. <b>Tenderer/Service Provider should quote administrative charges in percentage only .The Tenderer/Service Provider quoted lowest Administrative Charges (maximum 5% ) will be eligible as the lowest Tenderer/Service Provider.</b></p> <p>Note :- <b>** All the documents uploaded in Packet 'A', Packet 'B' &amp; Packet 'C' should be digitally signed.**</b></p>
	<p><b>Note-2:-</b> While quoting the rates , it must be inclusive of all taxes, duties as applicable.</p>
4	<p><b><u>Document to be uploaded</u></b> All required Original document (Self Attested Photocopies of specific documents/ notarised) shall be scanned &amp; uploaded.</p>
5.	<p><b><u>Procedure for the opening of the tender Packet</u></b></p> <p><u>Packet 'A'</u> will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present.</p> <p><u>Packet " B "</u> will be opened only if the administrative offer in Packet 'A' is acceptable. <u>Packet "C"</u> will be opened only if Administrative offer in Packet 'A' and technical offer in Packet " B " is found acceptable In case Administrative offer and technical offer in Packet 'A' and Packet " B " is found non acceptable or found incomplete the Packet 'C' will not be opened and offer will be kept out of consideration. The date and timing of opening of packet "B" and "C" will be intimated to the responsive Tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>
6.	<p><b><u>Authentication for documents</u></b></p> <p>The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof.</p>

7	<p><b><u>Translation of certificates</u></b></p> <p>If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>
8.	<p><b><u>Sign and seal:</u></b></p> <p><b>Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</b></p> <p>i. <del>If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.</del></p> <p>i. 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.</p> <p>ii. If a limited company/Pvt. Ltd Company submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.</p>
9.	<p><b><u>Paying E.M.D.</u></b> - The tenderer shall have to <b>pay EMD</b> through on line payment only</p> <p><b><u>Note :-The tenderers shall have to pay the tender EMD amount through on line payment only.</u></b></p>
10.	<p><b><u>Refund of E.M.D.</u></b></p> <p>E.M.D. of bidder 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 &amp; any complaint regarding this tender. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder.</p> <p>However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p style="text-align: center;"><b>OR</b></p> <p>The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM.</p> <p>In case of successful bidders paying 5% contract deposit in cash, 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 BG in lieu of 5% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.</p>

<p><b>11.</b></p>	<p><b><u>Additional Security Deposit</u></b></p> <p>The <b>additional security deposit</b> will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows:</p> <p style="padding-left: 40px;">Additional security deposit = (X/100) x office estimated cost, Where X=percentage rebate quoted above 12%</p> <p>The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid.</p>
<p><b>12.</b></p>	<p><b>Pre-bid Meeting:</b> If required by MCGM 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.</p> <p>Tenders shall note that any corrigendum issued regarding this tender notice will be published on the MCGM portal only. No corrigendum will be published in the local newspapers.</p> <p>The prospective tenderer (s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.</p> <p>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 MCGM 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 &amp; tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non-attendance at pre-bid meeting shall not be a cause for disqualification of 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. MCGM reserves the right to reject the same.</p>
<p><b>13.</b></p>	<p><b><u>Name of Partners</u></b></p> <p>All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>
<p><b>14.</b></p>	<p>Firms with common partners or connected with one another either financially or as master and servant or with partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p>



	<p>A. If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p> <p>A. If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned.</p> <p>B. If after award of contract it is found that the accepted tenderer violated any of the clauses (13,</p>
	<p>13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
<p><b>15.</b></p>	<p><b><u>Contract deposit value</u></b></p> <p>Successful tenderer shall have to pay a contract deposit <b><u>@ 5% of contract cost</u></b> either in the form of DD or in the form of Banker's Guarantee from the bankers approved by the Municipal Corporation of Greater Mumbai valid for <b><u>One Two years</u></b> <b><u>as</u></b> same will be retained up to 6 months after completion of contract period</p> <p>The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.</p>
<p><b>16.</b></p>	<p><b><u>Execution of written contract</u></b></p> <p>In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Director (ME&amp;MH) / Dean , KEM Hospital should be informed accordingly.</p> <p>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 Director (ME&amp;MH) / Dean , KEM Hospital should be informed accordingly.</p> <p>All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him. Without the contract being executed, no bills shall be admitted for payment.</p>

17.	<b><u>Refund of contract deposit</u></b> Contract deposit will be refunded 6 months after satisfactory completion of contract period.
18.	<b><u>Unconditional offer:-</u></b> Tenderers shall quote a firm & unconditional offer. <b><u>Conditional offers shall not be considered and shall be treated as non-responsive.</u></b> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
19.	<b><u>Variation in rate</u></b>  Tenderers shall fill in the tender carefully after noting the scope of work of the required services. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
20.	<b><u>Firm price</u></b>
	The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable. If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.
21.	<b><u>Contradictory Clause in tender</u></b> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
22.	<b><u>Alternative clauses in tender.</u></b> 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.
23.	<b><u>Validity :-</u></b> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
24.	<b><u>Bidders address</u></b> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per format given in Annex – 1</u>
25.	<b><u>Tender Price:</u></b> Tender Price as mentioned in tender notice is to be paid online and shall not be refundable.
26.	<b><u>Order</u></b>  The user department will place the service orders as and when required.

<p><b>27.</b></p>	<p><b>Contract</b></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p><b><u>Tenderer must distinctly understand:</u></b></p> <p>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.</p> <p>The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.</p>
<p><b>28.</b></p>	<p><b><u>Contract Postponement:-</u></b></p> <p>Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Municipal Corporation of Greater Mumbai having in possession,</p>
	<p>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.</p>
<p><b>29.</b></p>	<p><b><u>Acceptance of Tender</u></b></p> <p>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.</p>
<p><b>30.</b></p>	<p><b><u>Acknowledging communications</u></b></p> <p>Every communication from the A.O. (L), KEM HOSPITAL, PAREL MUMBAI -12 to the tenderer should be acknowledged by the tenderer</p> <p>/ Quotation er / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotation er / supplier.</p>

31.	<p><b><u>Jurisdiction of courts</u></b></p> <p>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.</p>
32.	<p><b><u>Taxes and Duties</u></b></p> <p>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 MCGM.</p>
33.	<p><b><u>Information regarding payment</u></b></p> <p>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.</p> <p>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 MCGM 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 MCGM records.</p> <p><b>NOC of vigilance Dept. as the case may be will be required at the time of releasing final payment.</b></p> <p><b><u>NOTE 3 :- The rates to be quoted in this tender shall be inclusive of all the taxes and duties as applicable.</u></b></p>
34.	<p><b><u>Rejection</u></b></p> <p>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</p>
	<p>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 MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>

<p>35.</p>	<p><b><u>Penalty</u></b></p> <p>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 :-</p> <p>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 MCGM.<b>OR</b></p> <p>To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost <b>OR</b></p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p><b><u>B) Operational Penalty :-</u></b></p> <p>a. 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.1000/- per day.</p> <p>a. 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. 1000/- per day over &amp; above payment of absent person will not be given.(for the 10% absenteeism manpower asked per shift will not attract any penalty however if absenteeism manpower asked per shift exceeds 10% per shift then this clause is applicable)</p> <p>b. 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 MCGM 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 .</p> <p>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.</p> <p>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.</p>
<p>36.</p>	<p><b><u>Consequence of Substandard /Short supply</u></b></p> <p>Tenderer shall have to provide replacement for outsourced Hospital manpower which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned department, and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit &amp; Contract Deposit of the contractor shall be forfeited &amp; the tenderer shall be liable for penal action including black-listing etc. In addition to</p>

	the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.
<b>37.</b>	<b><u>Blacklisting</u></b> :-The firm shall be black-listed, if it is found that:-

	<p>i. Forged documents are submitted OR</p> <p>i. If it becomes responsive on the basis of submission of bogus certificate/ Information <b>OR</b></p> <p>ii. In case of non-supply of required manpower.</p>
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<b>38.</b>	<p><b><u>Payment of legal and stationery charges.</u></b></p> <p>These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the Manpower as per prevailing circular.</p> <p>This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p> <p><b><u>Contract Value (in Rs.) Legal Charges and Stationery Charges (in Rs.)</u></b></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>10,00,00,001 To 20,00,00,000</td> <td>=</td> <td>28,220.00</td> </tr> <tr> <td>20,00,00,001 To 30,00,00,000</td> <td>=</td> <td>31,980.00</td> </tr> <tr> <td>30,00,00,001 To 40,00,00,000</td> <td>=</td> <td>35,740.00</td> </tr> </table>	10,00,00,001 To 20,00,00,000	=	28,220.00	20,00,00,001 To 30,00,00,000	=	31,980.00	30,00,00,001 To 40,00,00,000	=	35,740.00
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30,00,00,001 To 40,00,00,000	=	35,740.00								

<b>39.</b>	<p><b><u>Stamp duty</u></b></p> <p>The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 50%;">Amount (Rs.)</th> <th style="width: 40%;">Stamp Duty (Rs.)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs</td> <td>Rs. Five Hundred Stamp duty.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Where it exceeds Rs. Ten Lacs</td> <td>Rs. Five hundred Plus Rs. one hundred for every one lac or part thereof. Above Rs. Ten lacs subject to the Max. of Rs. Five lacs.</td> </tr> </tbody> </table>	Sr.No.	Amount (Rs.)	Stamp Duty (Rs.)	1	Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs	Rs. Five Hundred Stamp duty.	2	Where it exceeds Rs. Ten Lacs	Rs. Five hundred Plus Rs. one hundred for every one lac or part thereof. Above Rs. Ten lacs subject to the Max. of Rs. Five lacs.
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40.	<p><b><u>Amendment to tender documents</u></b></p> <p>Before deadline for uploading of tender offer, the MCGM 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 MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/ clarification and upload it in Packet 'A'</p>
41.	<p><b><u>Secrecy</u></b></p> <p>The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.</p>
42.	<p><b><u>Compliance with security Requirement</u></b></p> <p>The Contractor shall strictly comply with the security Rule of the MCGM in force and shall complete the required formalities including verification from Police and any other authorities if any and obtain necessary prior permission from MCGM for entry into the premises.</p>
43.	<p>The services mentioned in item data are based on the requirement of user department.</p>
44.	<p>M.C.G.M. 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 <b>Annexure-09</b></p>
45.	<p>This tendering process is covered under Information Technology Act &amp; Cyber Laws as applicable.</p>
46.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.</p>

	<p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai 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.</p> <p>Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p>
47.	Tenderer Participating in this bidding process have to furnish the details annex –1
48.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
49.	<p><b><u>Risk &amp; Cost :-</u></b> 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.</p>
50.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
51.	Bidder shall not have been debarred/ black listed by M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of MCGM / if it is brought to the notice of MCGM during the currency of this contract, that any disciplinary/penal action is taken against the bidder due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as it finds fit.
52.	<b>All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter</b>
53.	The services should be available in all 3 shifts in a day as per the requirement of user department.
54	<p><b><u>Fraud and Corruption</u></b></p> <p>MCGM requires that Service Provider must observe the highest standard of Ethics during the execution of contract. In pursuance of this policy, MCGM defines, for the purpose of this provisions the terms set forth as follows:-</p> <ol style="list-style-type: none"> <li>1. “ Corrupt Practice” means offering , giving receiving or soliciting of anything of the value to influence the action of MCGM in contract executions.</li> <li>2. “ Fraudulent Practice” means a miss presentation of the facts, in order to influence a procurement process or execution of contract, to MCGM and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificially high or non</li> </ol>



	<p>competitive level and to deprive MCGM of benefits of free and open competition.</p> <p>3. “ Undesirable Practice” means (I) establishing contract with any person connected with or employed or engaged by MCGM 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.</p> <p>4. “ Restrictive practice “ means forming carted or arriving at any understanding or agangement among bidders with objective of restricting or manipulating a full and fair competition in Selectionprocess.</p> <p>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.</p> <p>If it is noticed that the service provider has indulged into corrupt /fraudulent/ Unfair/Coercive Practices, it will be sufficient ground for MCGM for termination of the Contract and initiate blacklisting of the servie provider.</p>
55	<p><b><u>Resolution of Disputes:-</u></b> MCGM and the Service Provider shall make every attempt to resolved the disuptes 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 MCGM 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.</p>
56	<p><b><u>Limitation of Liability towards MCGM:-</u></b> 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 MCGM 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, icluding loss caused to MCGM on account of degect in goods or deficiency in servies 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.</p>
57	<p><b><u>Conflict of Interest:-</u></b> The Service Provider shall disclose to MCGM in writing , all actual and potential confilicts 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 MCGM'S interest paramount, without any consideration for future work and strictly avoid confilict of interest with other asignments.</p>
58	<p><b><u>Indemnity :-</u></b> The Service Provider agrees to indemnify and hold harmless MCGM its officers, employees and agents (each a Indemnified Party) promptly upon deman 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 qay relate to or result from (I) Any mis-statement 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 orothe 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 secrtes 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</p>

	<p>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 MCGM or (III) ant compensation/ claim or proceeding by any third party against MCGM 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.</p>
59	<p><b>Third Party Claims :-</b> (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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>v. Service Provider hereby indemnify and hold indemnified MCGM harmless from &amp; against any &amp; all damages, losses. Liabilities, expenses including legal fees &amp; Cost of Litigation in connection with any action, claim suit proceedings as if result of claim made by the third party directly or Indirectly arising out of or in connection with this agreement.</p> <p>vi. All settlements of claims subject to indemnification under this Article will : (a) be entered into only with the consent of the Indemnified Party which consent will not be unreasonably withheld &amp; include an unconditional release to the indemnified Party from the claimant for all liability in respect of such claim; * (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &amp;</p> <p>viii. In the event that the indemnifying Party 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 &amp; defenses of the indemnified Party with respect to the claims to which such Indemnification relates;</p> <p>ix. In the event that the indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article the Indemnified Party will be entities</p>

	<p>to invoke the performance Bank Guarantee , if such indemnity is not paid  Either in full or in part &amp; on the invocation of the performance Bank Guarantee  the Indemnifying shall be abrogated to all rights &amp; defenses of the indemnified  party with respect to the claims to which such indemnification relates.</p>
<p><b>60</b></p>	<p>Miscellaneous:- <b>(a) care to be taken while working at MCGM office</b>  service provider should follow instructions issued by concerned competent authority from  time to for 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 MCGM 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 executive or maintenance of the project .  <b>(b) compliance with Labour Regulations:-</b> 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 MCGM 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 MCGM and /or Judicial Body. If  complaints are received by MCGM (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.100/- stating  the number of employees. This is as per the requirement of Employee State Insurance  Corporation Act 1948. On the other hand if the Service Provider has more than 20 employees  on its pay-roll then then the Service Provider shall submit the certificate issued by Employee  State Insurance Corporation.  <b>( C ) Notices :-</b> Any notice or other document, which may be given by either Party under this  Agreement, Shall be given in writing in person or by pre-paid recorded delivery post. In  relation to a notice Given under this Agreement, any such notice or other document shall be  addressed to the other Party's principal or registered office address as set out below  MCGM: 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).  <b>( d) Personnel/ Employees:-</b> I) Personnel /Employees assigned by Service Provider to perform  the Services shall be Employees of Service Provider and/ or its Sub-service providers, &amp; under  no circumstance will such personnel be considered as employees of MCGM .Service Provider  shall have the sole responsibility for supervision &amp; control of its personnel &amp; for payment of  such personnel's entire compensation, including salary , legal deductions with holding of  income taxes &amp; social security taxes, worker's compensation employee &amp; disability benefits &amp;  the like &amp; shall be responsible for all employer obligations under all laws as applicable from  time to time. MCGM 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 &amp; that, such personnel have  appropriate qualifications to perform the Services. MCGM 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 MCGM requests that any service Provider personnel be replaced the substitution  of such personnel based on profile review &amp; upon clearance of the personnel based  on profile review &amp; upon schedule &amp; upon clearance of the personnel based on  profile review &amp; personal interview by MCGM or its nominated agencies, within not</p>

	<p>later than 30 working days .Service Provider shall have the right to ask Service Provider to change the team.</p> <p>iii. Management (Regional Head/VP level Officer) of Service Provider needs to be involved in the project monitoring &amp; should attend the review meeting at least once in a month</p> <p>iv. The profiles of resources proposed by Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Service Provider shall not remove such personnel without the prior written consent of MCGM, For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with MCGM, 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 MCGM 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.</p> <p>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.MCGM shall have the right to review and approve Service Provider,s plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.</p> <p>vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connections therewith (e) Variations &amp; Further Assurance</p> <p>(a) No amendment, variation or other change to this Agreement shall be valid unless made in writing &amp; signed by the duly authorized representatives of the Parties to this Agreement</p> <p>(b) Each Party to this Agreement agree to enter into or execute, without limitations, whatever other agreement,document, consent &amp; waiver &amp; to do all other things which shall or may be reasonably required to complete &amp; deliver the obligations set out in the Agreement</p>
<p><b>61</b></p>	<p><b><u>Execution of contract</u></b></p> <p>In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Director (ME&amp;MH) / Dean , KEM Hospital should be informed accordingly.</p> <p>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 Director (ME&amp;MH) / Dean , KEM Hospital should be informed accordingly.</p> <p>All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him. Without the contract being executed, no bills shall be admitted for payment.</p>
<p><b>62</b></p>	<p>Contractor/ Service Provider must give preference to Ex- Employee’s childrens for appointing Labour (Minimum 50%)</p>

## **Special condition of contract**

### **Scope of is as follow-**

#### **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)

#### **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.

#### **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.
- Vacuum cleaning of all carpets and upholstered furniture.
- Cleaning and disinfecting kidney trays, urinals bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required.

- Cleaning blood spills and others such as human excrement, urine, vomitus, sterile body fluids as & when required.
- Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipments, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 3 times.
- The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full time to time.
- Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
- Refilling, replacing and emptying of sharp containers at all stations.
- Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use. Washing linen which are soiled by urine, vomitus, faeces and others with 1% hypochlorite solution and send to laundry.
- Spraying room fresheners in all rooms on daily basis at regular intervals.
- Assist in transporting dead bodies to mortuary and dispose off and amputated limbs or other parts to BMW collection point.
- 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.
- 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 bathrooms/toilets.
- Preparing patient for Surgery like shaving, cleaning (barber duty)

## **1. GENERAL CONDITIONS OF CONTRACT (GCC)**

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. MCGM 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 hinder with the operations of other service providers, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of Building in-charge.
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, MCGM, 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 :
  1. The service provider should ensure the Health and Safety measures of the employees, deputed for the works at his end, MCGM may also conduct health checkup of the staff deployed at regular intervals at the service provider cost if required.



2. 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.
3. The service provider at all times should indemnify MCGM 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, MCGM will not own any responsibility in this regard. Minimum wages will have to be paid as per Central Govt. Rules.
4. 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 MCGM besides annulment of the contract.
5. 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 MCGM 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. In case of pecuniary and material loss suffered by the Department on account of negligence attributable to the Service provider or his employees, the MCGM 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.
11. 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.
12. The service provider will supply sufficient sets of uniforms, badges, and shoe to each employees
13. 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.

14. 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.
15. 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 MCGM would compensate for the losses and damages of material/manpower.

**16. Manpower**

- a. Any misconduct/ misbehavior on the part of the manpower deployed by the Service provider will not be tolerated and such person will have to be replaced by the service provider at his own costs, risks and responsibilities immediately, with written intimation to hospital authority.
- b. 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 service provider from an existing pool of Multipurpose staff.
- c. The Multipurpose staff deployed through service provider in the MCGM 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 MCGM. In the event of any litigation on the status of the deployed persons, the MCGM shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the MCGM is made necessary parties in dispute to adjudicate the matter, the service provider has to reimburse the expenditure that would be borne by MCGM
- d. The Multipurpose staff deployed by the service provider shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose,

it is desirable to remove the said person, the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the service provider.

- a. The service provider shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- b. 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 MCGM and if any change is required on part of MCGM, 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 MCGM.
- c. 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 @ Rs1000/- per worker per day will be deducted from the bill. (for the 10% absenteeism manpower asked per shift will not attract any penalty however if absenteeism manpower asked per shift exceeds 10% per shift then this clause is applicable)** The service provider's deokiyed person should be polite, cordial, positive thinking and efficient, while handling the assigned work and their actions shall prompt and promote good will and image of MCGM to the society. The service provider shall be responsible for any act of indiscipline action on the part of persons deployed.
- d. 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 MCGM.
- e. MCGM 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 pon on such direction, it may be verbal over phone and such replacement should be attended, immediately.
- f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. The service provider of his authorized person shall be available at all time. The message sent by phone/ e-mail/fax/ special messenger form MCGM 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 MCGM from time to time.
- k. It is the responsibility of the service provider to ensure safety of his own belongings and MCGM shall not be liable for any loss, damages, theft, burglary or robbery of any personal belongings, equipment or valuable, whatsoever.
- l. MCGM 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 MCGM.
- m. The personnel deployed shall have no claims whatsoever for employment in the MCGM on the basis of this assignment, as agreed as per term of contract with agency.
- n. 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.
- o. TDS and other taxes as applicable will deducted from each bill.
- p. It is the responsibility of concerned Service Provider to verify educational qualification and experience of the employees provided by the contractor.

## **2. Risk Clause**

- a. 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. MCGM 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 MCGM from the service providers Security Deposit or pending bill or by raising a separate claim.

- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with designated officer of MCGM. 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.
- c. In the event of loss/damage of equipments etc. at the premises of the MCGM, due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to MCGM. The service provider or its representative/s shall meet Hospital representative/s regularly to take feedback regarding the Multipurpose Services.
- d. The service provider will also maintain a suggestion book for comments on the services rendered by it.
- e. 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 MCGM premises and shall indemnify Hospital, for any loss or damage caused by any act of the service provider or its employees or staff etc.
- f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
- g. Training on behavior aspects and ethics must be done regularly, MCGM way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- h. Licenses if any required for Multipurpose Services at the site will be made available by the service provider.
- i. 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.

**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. 1000/- per worker/day **(for the 10% absenteeism manpower asked per shift will not attract any penalty however if absenteeism manpower asked per shift exceeds 10% per shift then this clause is applicable)**

2 Staff not in Uniform / without I-card @ RS. 100/- per worker/day

3 Misbehavior by the Contract Manpower to MCGM 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. 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

### **Labor Shall be**

**I. Age: Not less than 18 years & more than 50 years.**

**II. Character : Good**

**III. Not Suffering from any communicable disease.**

**iv.**

**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 Adhar 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)

**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 MCGM . 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 MCGM through the inspection of the various sites, material on sites, attendance sheet of the staff , weekly rport, e- mail of various departments, verbal complaints from various departments, etc. and necessary action is to be taken.

#### 18. **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. Expired Medicines.

General waste – paper, cardboard, unbroken glass bottles.

##### 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.

19. **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.

20. **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.

46. **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 MCGM . The service provider will take immediate action to resolve the complaints within the specific period of time.

46. **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 MCGM of the area and if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of MCGM Officer In-charge shall be final, in this regard.

**Item Data :-**

Amount for “ Tender for providing Multipurpose manpower Services at various MCGM Hospital for a period of Two years.”

S.N.	Employee category	No. of MPL/ DAY
1	MULTI PURPOSE WORKER	211

Details of services required in each shift is given at page No. . Bidders requested to go through details provided before quoting the

The Bidder should provide minimum 33% female MPL as per requirement of hospital

Rates quoted should be as per min wages circular of MCGM CLO/08 DT.25.10.2021 ( OR Revised) & as per circular no. CLO / 09 dt. 02.09.2020 or latest.

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

The Tenderer/Service Provider must quote rate in percentage only. quoted lowest Administrative Charges (maximum 5% ) will be eligible as the lowest Tenderer/Service Provider.

The Bidder should quote the rates inclusive of all statutory payments & allowances. rate @ per shift per ( each shift of 8 hrs). Any revision in future for two years will be paid to the bidder as per revised circular, in proportion to the Rate analysis given by the bidder in “folder C”

Rate Analysis of the Rate quoted in the Annexure -B separately provided in “folder C” as per above mentioned circulars.

The Tenderer/Service Provider quoted lowest Administrative Charges (maximum 5% ) will be eligible as the lowest Tenderer/Service Provider.

Minimum wages act should be strictly applicable.

**Note :- Amount (in percentage) should be submitted in Item data of SRM 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 MCGM Hospital well before submitting the Amount in the item data of SRM system.**

## **6.FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.**

“Force Majeure” shall mean any event beyond the control of M.C.G.M. 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.  
Contract.

**Annexure -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).

- 1) Name & Address of the tenderer.
- 2) Names and addresses of all the partners.
- 3) e-mail address of the firm
- 4) Name & address of the Bidder(s)
  - a. Registered Head Office with Postal Address and Telephone Numbers
  - b. Mumbai Office address with Telephone Numbers.
2. ~~Name & address of the manufacturer~~
  - a. ~~Places of Manufacturer (In case of firms having more than one place, mention the nearest).~~
  - b. ~~Registered Head Office with Postal Address and Telephone Number~~
  - c. ~~Mumbai Office address with Telephone Number.~~
- 5) Total annual turnover in the last three Financial Year of the tenderer.
- 6) Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
  - a) If so, furnish photo state copy of Certificate of Registration.
- b) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
- c) In case of Partnership firms, name of 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.)
3. ~~Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.)~~
- 7) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 8) Location of other works owned by the firm/Service Provider (if any).

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

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

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

Date:-.....

To,

The Municipal Commissioner

Municipal Corporation of Greater Mumbai

Sir,

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

1. Invitation to Tenderers
2. Instructions to Vendors participating in e-Tendering Process
3. Flow of activities of tender
4. General Instructions to the tenderers
5. Items Descriptions
6. scope of supply.
7. Contract Agreement form
8. Annexures
9. Details of the Item Data in SRM :- (Rate to be filled by tenderer in commercial offer)
10. Minutes of pre bid meeting,
11. Corrigendum if any
2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Manpower referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through online payment and we are aware that this EMD shall not bear any interest till it is with MCGM.
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.

2. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Names and Residential Address of all the partners constituting

The firm:

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

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

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

**2.** .....  
.....  
.....

**3.** .....  
.....

**Annexure – 3**

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

Date:-.....

**AFFIDAVIT**

To

The Municipal Commissioner  
Municipal Corporation of Greater mumbai

Sir,

I / We.....(full name in capital letters starting with surname), the Partner /Managing Director / Holder of power of attorney of

..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I / we hereby confirm that I / we will be able to carry out the service work offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject 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 MCGM 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 fulfil 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 MCGM premises now in force or which may come into force, during the currency of the contract. I / We accept the right of MCGM to stop any supervising staff/ labour employed by me / us from entering in the MCGM premises if it is felt that the said person is an undesirable element or is likely to create nuisance. MCGM 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 MCGM.
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 MCGM if-
  - a. I / We fail to keep the e-tender open as aforesaid,
  - a. I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
  - b. I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
  - c. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
2. I / We understand that the quantity in the tender is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the articles valued at not less than 50 percent of the total amounts of the contracts.

3. I/We hereby further state and declare that-

I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.

- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

12. I / we do hereby agree that if in future, it comes to the notice of MCGM/ if it is brought to the notice of MCGM 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 M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as its finds fit.

13. The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.

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

15. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e- tender.

16. 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.

17. 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.)

18. 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 Municipal Corporation of Greater Mumbai 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 Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

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

19 I/We\_(Full Name in the Capital Letters starting with surname of the service provider) the 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 KEMMunicipal 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.

Full name and complete address with yours faithfully,  
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, 200/-duly notarized by Notary Public / First Class Magistrate

Annexure 4

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

To,

Municipal Commissioner,  
M.C.G.M. Mumbai.

Dear Sir,

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

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

Yours faithfully,

**(Signature with Date, Name, & designation) For and on behalf of M/s.**

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

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

## **Annexure 5 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: Experience Certificate should be in the name of Bidder/Service Provider.**

**Scanned copies shall be uploaded in the PACKET B**

**Bidder/service provider shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.**

Annexure 5 a

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

**(For the period of last five years)**

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

**Tender No. :**

**Name & Address of the Tenderer:**

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

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

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

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

No.  
Date:

To,

The Municipal Commissioner, M.C.G.M.

Subject: Tender No.\_due on \_

Sir,

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

Yours faithfully,

**Signature & seal of the Tenderer**



## Annexure – 7

### Pro-forma of Articles of Agreement for Providing Services

**Bid No.:**

**Due on :**

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

**Contract for the Supply of Man Power:\_\_\_\_\_ During  
the period from\_to**

THIS AGREEMENT MADE ON THIS\_Day of

Two Thousand\_Between\_\_

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

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

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the said Man Power\_and / or work thereof and his / their said Tender was accepted by the 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 () 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 (KEMH.) 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:

### 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 () 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.

#### **1. 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 Municipal Corporation of Greater Mumbai valid for at least one year.

#### **2. 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 () / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the MCGM.

#### **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.

### **3. Place of Service**

The services so indented for, unless otherwise specified, shall be delivered by the Contractors at the indenting office of MCGM, 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 MCGM's premises. The cost of any damage done by the Contractors or their agents to MCGM'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.

### **4. Quality**

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

### **5. 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**

- 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.1000/- per day.(for the 10% absenteeism manpower asked per shift will not attract any penalty however if absenteeism manpower asked per shift exceeds 10% per shift then this clause is 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. 1000/- per day over & above payment of absent person will not be given.(for the 10% absenteeism manpower asked per shift will not attract any penalty however if absenteeism manpower asked per shift exceeds 10% per shift then this clause is 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 MCGM 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.
6. **Replacement of Manpower** Tenderer shall have to replace Sub standard/Unskilled outsourced manpower with the standards mentioned in this tender.

**7. Rejection & appeal**

Dean () or the concerned MCGM 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).

**8. 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.

**9. 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.

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

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

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

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

**11. 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.

**12. 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.

**13. 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.

**14. Disputes etc. to be decided by the Commissioner**

If any dispute or difference shall arise between Dean () 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 () 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.

**15. 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.

**16. 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.

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

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Contractor/s under these present and or also on hand over the deposit or security amount or amounts made under this contract and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any 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.

**18. 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

**19. 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.

#### **20. 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 Contract entered into by the Contractors with the Commissioner and/or the Corporation.

#### **21. Partnership**

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

#### **22. 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.

#### **23. Singular – Plural**

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



24. **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'.

**25. 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.

**26. Penalty**

**27. 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

**28. Operation of the Contract Clauses**

**28. Operation of the Contract Clauses**

The D.M.C.(P.H.D.) / Dean/ Ch.M.S./E.H.O.or his / her successor/s for the time being holding the office of the D.M.C.(P.H.D.) / Dean/ Ch.M.S./E.H.O. 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/ Ch.M.S./E.H.O.shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner.

IN WITNESS WHEREOF the Contractors and Dean (KEM Hospital) have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

Of \_\_\_\_\_

In the presence of

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

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

SIGNED, SEALED AND DELIVERED

By \_\_\_\_\_

Dean (KEM Hospital) in the presence of

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

2) \_\_\_\_\_ Dean (KEM Hospital)

The Common Seal of the Municipal

Corporation of Greater Mumbai was

Affixed on this \_\_\_\_\_ day of \_\_\_\_\_ S E A L

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

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

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

Two members of the Standing Committee

Of the Municipal Corporation of Greater

Mumbai.

Witness \_\_\_\_\_

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

\_\_\_\_\_

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

A.O. (K.E.M. Hospital)

Dean (K.E.M. Hospital)

## **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. Indus ind 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. KarurVysya 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. ShamraoViththal 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. FOREIGN BANKS**

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. Barclays Bank

82. Citi Bank N.A.

83. Hongkong& Shanghai Banking Corporation Ltd.

84. Mitsui Taiyokbe Bank Ltd.

85. Standard Chartered Bank

86. CHO-Hung Bank

87. HDFC Bank

88. IDBI Bank

## ANNEXURE - 9

### **INTERNAL GRIEVANCE REDRESSAL MECHANISM**

M.C.G.M. 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, M.C.G.M. 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.

M.C.G.M. 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 M.C.G.M. 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 M.C.G.M.

**1<sup>st</sup> 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 , 2<sup>nd</sup> Appeal by the bidder can be made to concerned A.M.C. for decision .**

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

**This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs.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 MCGM.**

No application shall be maintainable before the Redressal Committee in regard of any decision of the M.C.G.M. 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**

**FORM OF INTEGRITY PACT**

This Agreement (hereinafter called the Integrity Pact) is entered into on day of the -  
-----month of 20---- between Municipal Corporation of Greater Mumbai acting through Shri -  
-  
------(Name and Designation of the officer)  
(hereinafter referred to as the "M.C.G.M." 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 MCGM 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 MCGM 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 MCGM 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 MCGM will commit to  
prevent corruption, in any form, by its officials by following transparent procedures. In  
order to achieve these goals, the MCGM 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 M.C.G.M.**

1. M.C.G.M. 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.
2. The M.C.G.M. undertakes that no employee of the MCGM, 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.
3. M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. 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. In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM 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 MCGM the proceedings under the contract would not be stalled.

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

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. 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 MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
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 MCGM 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 MCGM for showing or forbearing to show

favour or disfavour to any person in relation to the contract or any other contract with MCGM.

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.
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 MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
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.
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 MCGM.
8. The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with MCGM.
9. The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in M.C.G.M.
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.
11. The Bidders / Contractors shall not lend to or borrow any money from or enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
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.
13. The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
14. The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **3. PREVIOUS TRANSGRESSION**

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.

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 M.C.G.M. 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..

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.
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 M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
4. To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
5. If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
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 M.C.G.M. along with interest.
7. To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation /rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
8. Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
9. The decision of M.C.G.M. 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.
10. The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM 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.
11. To debar the Bidders/ Contractors from participating in future bidding process of

M.C.G.M. for a minimum period of three years.

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 MCGM 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 MCGM 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 MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from MCGM.

## **6. EXTERNAL INDEPENDENT MONITOR / MONITORS**

1. The M.C.G.M. 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.
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.
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.
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.
5. The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
6. The MCGM 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.

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.

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 M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

8. The word "IEM" would include both singular and plural.
9. 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**

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 M.C.G.M. 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.
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 M.C.G.M.

#### **8. FACILITATION OF INVESTIGATION**

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

#### **9. MISCELLANEOUS**

1. This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.



2. If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
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.200/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure -12**

Bid No:

Undertaking to be Signed by the the bidder

( To be uploaded in PACKET A)

Tender No:

Bid No:

To,

Municipal Commissioner,

Municipal corporation of Greater Mumbai.

Sir,

I/We----- ( Full Name in the Capital Letters Starting with surname of the service Provider ) the 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 various MCGM hospitals for a period of two 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 various MCGM hospitals for a period of two 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.100/- stamp paper duly notarized by Notary with red seal and registration Number.

**Annexure -A**

**Bid No:**

**Irrevocable Undertaking**

(On Rs. 500/- Stamp Paper)

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

Proprietor /Partner /Director of M/s..... resident at  
..... do hereby give Irrevocable undertaking as  
under;

1. I say & undertake that as specified in section 171 of CGST Act, 2011 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 MCGM 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, MCGM 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 fall 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 DEONANT

This day of BEFORE ME

Interpreted Explained and identified by me.

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

--

**Name :**

**Address:**

**Mob No:- Employee code : Aadhar No:**

---

**PERSONAL INFORMATION:-**

**Name :-**

**Residential Address :-**

**Date Of Birth :-**

**Nationality :-**

**Gender :-**

**Languages Known :-**

**Marital Status :-**

**EDUCATIONAL AND TECHNICAL QUALIFICATION :-**

Exam	Board /University	Passing Year	Percentage

**WORK EXPIENCE:-**

**SKILLS :-**

**DECLARATION BY EMPLOYEE**

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

Employee Sign

Place 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.

Employer's/Service Providers

Sign and Seal

Place and Date

**Annexure-A**

**Irrevocable Undertaking**

(on Rs.500/-Stamp Paper)

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

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM 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, MCGM 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 Council.
- 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**

**Bid No.: 7200031345**

Sr. No.	Description	%	Unskilled Rs.
1	Basic pay		11500.00
2	Special Allowance		6650.00
3	Sr. No.1 + Sr. No.2		<b>18150.00</b>
4	HRA on Sr. No. 3	5.00	907.50
5	<b>Basic+Spl Allowance+HRA</b>		<b>19057.50</b>
6	EPF on Sr. No.3 (Up to Rs. 15000)	13.00	1950.00
7	ESIC on Sr. No.5 (Up to Rs. 21000)	3.25	619.37
8	Bonus on Sr. No.3	8.33	1511.90
9	Leave Encashment on Sr. No.3	7.00	1270.50
10	Labour Welfare Fund		72.00
11	Gratuity on Sr. No.3	4.00	726.00
12	Safety Equipment on Sr. No.5	4.00	762.30
13	<b>Total of statutory components Rs.</b>		<b>25969.56</b>
14	<b>Service charge on Sr. No.5 (Basic+Spl All +HRA) (Bidder has to quote from 1% to 5%)</b>	<u>X %</u>	xxx.xx
15	<b>Rate to be quoted in Item Data Sr. No. 15 = Sr. No. 13 + Sr. No. 14</b>	<b>Rs.</b>	<b>YY,YYY.YY</b>

**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 and CLO/01/ 22-23 dt. 27.04.2022.
- 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+Spl Allowance+HRA** to the total of statutory components to arrive at rate per category which shall then 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) 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 above table.
- 6) After opening of Packet C, the bidder shall submit the duly signed and stamped his

C-143  
C-41

**ANNEXURE-C**  
**Minimum wages circulars of BMC**

**बृहन्मुंबई महानगरपालिका**  
**कामगार विभाग**

क्र.प्रकाअ/01  
2022-2023

**परिपत्रक**

दि.27.04.2022

**विषय:-** बृहन्मुंबई महानगरपालिकेच्या घनकचरा व्यवस्थापन खात्यासहित विविध खाते/विभाग/रूग्णालयात काम करणाऱ्या कंत्राटी कामगारांच्या किमान वेतनाबाबत.

- संदर्भ:-**
- 1) उद्योग, उर्जा व कामगार विभाग, महाराष्ट्र शासन दि.24.02.2015 ची अधिसूचना
  - 2) कामगार आयुक्त यांचे कार्यालयार्फत निर्गमित केलेले दि. 01.02.2022 रोजीचे परिपत्रक
  - 3) परिपत्रक क्र प्रकाअ/09 दि. 02.08.2020
  - 4) परिपत्रक क्र प्रकाअ/08 दि. 25.10.2021

उपरोक्त विषयासंदर्भात महाराष्ट्र शासनाने स्थानिक स्वराज्य संस्था (ग्रामपंचायत वगळून)या अनुसूचित रोजगारातील कामगारांना किमान वेतन दर शासन अधिसूचना उद्योग, उर्जा व कामगार विभाग क्र.किवेअ-2014/510/प्र.क्र.150/कामगार-7 दि.24.02.2015 अन्वये कामगारांच्या अकुशल वर्गवारीकरिता मूळ वेतन रु.11,500/- प्रति महिना इतके पुनःनिर्धारित केले आहे. परिपत्रक क्र.प्रकाअ/08 दि.25/10/2021 अन्वये बृहन्मुंबई महानगरपालिकेच्या विविध खाते/विभाग/रूग्णालयात काम करणाऱ्या कंत्राटी कामगारांना दि.01.07.2021 ते दि.31.12.2021 या कालावधीकरिता मूळ वेतन रु.11500/- + विशेष भत्ता रु.8160/- प्रतिमाह म्हणजेच रु.679.23 प्रतिदिन प्रति कामगार इतके वेतन देण्याबाबत नमूद केलेले होते.

कामगार उप आयुक्त (ग्रामीण विकास) व सक्षम प्राधिकारी, किमान वेतन अधिनियम 1948, मुंबई यांनी दिनांक 01.02.2022 रोजीच्या संदर्भ क्र. प्रा.वि./कि.वे.अ/वि.भ./2022(1)/कार्या-10 किमान वेतन अधिनियम 1948 अंतर्गत सुधारीत विशेष भत्त्याचा दर रु.6650/- प्रति महिना असे पुनःनिर्धारित करून प्रसारीत केलेला आहे. त्यानुसार महापालिकेच्या घनकचरा व्यवस्थापन खात्यासहित विविध खाते/विभाग/रूग्णालयात काम करणाऱ्या अकुशल कंत्राटी कामगारांना दि.01.01.2022 ते दि.30.06.2022 या कालावधीकरिता मूळ वेतन रु.11500/- + विशेष भत्ता रु.6650/- प्रतिमाह म्हणजेच रु.698.07 प्रतिदिन प्रति कामगार इतके वेतन अधिक (+) 49.58% लेकीचे अधिदान परिपत्रक क्र.प्रकाअ/09 दि.02.09.2020 मधील अटीच्या पूर्ततेनंतर (प्रतिपूर्ती स्वरूपात) करण्यात यावे. (या किमान वेतनामध्ये साप्ताहिक सुट्टीचा समावेश असेल तसेच किमान वेतन दरामध्ये मूळ वेतन, राहणीमान भत्ता याचा समावेश असेल).

घनकचरा व्यवस्थापन खात्यासहित सर्व खाते /विभाग /रूग्णालयात काम करणाऱ्या अकुशल कंत्राटी कामगारांचे किमान वेतन उपरोक्त कालावधीत यरीलप्रमाणे देणे अनिवार्य आहे. सदर परिपत्रकातील सूचनांची अंमलबजावणी पुढील सत्रातील कंत्राटी कामगारांच्या किमान वेतनाबाबतचे परिपत्रक निर्गमित होईपर्यंत काटेकोरपणे करण्यात यावे आणि पुढील सत्राचे परिपत्रक निर्गमित झाल्यावर किमान वेतनातील फरक तपासून त्याप्रमाणे अकुशल कंत्राटी कामगारांना देण्यात यावा.

सदर परिपत्रकास अधिकाधिक प्रसिध्दी घावी. सदर परिपत्रकाची प्रत महानगरपालिकेच्या <http://hr.mcgm.gov.in/Circulars/GAD/Ch Lo> या संकेतस्थळावर उपलब्ध आहे.

महो/03.02.2022

महो/19.02.2022

महो/29.03.2022

महो/19.04.2022

महो/26.04.2022

(सहदेव वि. मोहिते)

(मिलिन सावंत)

(डॉ.संजीव कुमार)

(पी.वेलरासु)

(इ.शिं.पहल)

प्रमुख कामगार अधिकारी

सह आयुक्त (सा.प्र.)

अति.आयुक्ता (शहर)

अति.आयुक्त (प्रकल्प)

महानगरपालिका आयुक्त

प्रत:----- माहितीसाठी व पुढील योग्य त्या कार्यवाहीसाठी रवाना.

  
प्रमुख कामगार अधिकारी यांजकरीता

C-145

वृहन्मुंबई महानगरपालिका

कामगार विभाग

परिपत्रक

क्र. प्रकाश/०९  
२०२०-२०२१

दिनांक ०२.०९.२०२०

विषय:- वृहन्मुंबई महानगरपालिकेच्या विविध खाते/विभाग/कृणासयात काम करणाऱ्या कंत्राटी कामगारांच्या वेतनातील सुधारणेबाबत.

- संदर्भ:- १) स्थायी समिती ठराव क्र.१६८१ दि. ०१.०७.२०२०
- २) महानगरपालिका ठराव क्र.१५२८ दि. ०५.०३.२०२०.
- ३) परिपत्रक क्र.प्रकाश/६४ दि.३०.०४.२०११.
- ४) MGC/F/९७६० Dt. ०५.०९.२०१९.

महानगरपालिकेतील खाते/विभाग/कृणासयात काम करणाऱ्या कंत्राटी कामगारांना किमान वेतन आणि लेव्ही देण्याबाबत स्थायी समिती ठराव क्र.१६ दि.०१.०४.२०१९ आणि महानगरपालिका ठराव क्र.९४६ दि.०३.०९.२०१० अन्वये मंजुरी घेऊन परिपत्रक क्र. प्रकाश/६४ दि.३०.०४.२०११ निर्गमित केले होते. कामगार कायद्यातील तरतुदीमध्ये झालेले बदल विचारात घेऊन सावर केलेल्या प्रस्तावास स्थायी समिती व महानगरपालिकेची उपरोक्त संदर्भित ठरावानुसार मंजुरी प्राप्त झाली आहे. त्या अनुषंगाने वृहन्मुंबई महानगरपालिकेच्या विविध खाते/ विभाग/कृणासयात काम करणाऱ्या कंत्राटी कामगारांना विविध कामगार कायद्यातील तरतुदीनुसार सामाजिक सुरक्षितता व वीरतेची वृत्तीने द्यावयाच्या लेव्हीमध्ये पुढीलप्रमाणे सुधारणा करण्यात आली आहे.

१. भविष्य निर्वाह निधी (Employees' Provident Funds And Miscellaneous provisions Act १९५२ अंतर्गत)

वर्गणी मालक/कंत्राटदार याच हिस्सा १३%):- भविष्य निर्वाह निधी कायद्याअंतर्गत काम करणाऱ्या

शहादत/कामगारांची वर्गणी भविष्य निर्वाह निधी मध्ये जमा करणे बंधनकारक आहे. त्यानुसार मालक आणि कामगार यांची वर्गणी निश्चित केलेली असून १२% कंत्राटदारांना (संस्थे मालकाने) आणि शिक्कीच रक्कम कामगारांच्या वेतनातून कपात करून भविष्य निर्वाह निधीत विहित मुदतीत ऑनलाईन पध्दतीत जमा करणे बंधनकारक आहे. तसेच वेतन शासनाच्या दि. २१.०५.२०१८ च्या अधिसूचनेनुसार कामगारांच्या ज्या पगारांवर भविष्य निर्वाह निधीची रक्कम कपात केली आहे त्या पगारांच्या रक्कमेवर ०.५०% प्रशासकीय खर्च आणि ०.५०% टेमींगी निगमित सांगड असलेल्या विभागात (DA) ज्या एकूण १% मालक/कंत्राटदार याचा हिस्सा विहित मुदतीत, भविष्य निर्वाह निधी संगठन यांच्याकडे ऑनलाईन पध्दतीने जमा करणे बंधनकारक आहे. यास्तव कंत्राटदारास/संस्थेस देण्यात येणाऱ्या भविष्य निर्वाह निधीची

वर्गणी (Employer Contribution) १२% ऐवजी १३% देणे (१२%+ ०.५०%+०.५०%) आवश्यक आहे. भविष्य

निर्वाह निधीच्या अंशदानाचे परिगणन करण्यासाठी पगारांची कमाल मर्यादा रु.१५०००(Basic+DA) इतकी

आहे. कंत्राटदारांना जे कामगार महानगरपालिकेमध्ये कामास देवले आहेत अशा कामगारांचे कंत्राटदाराकडील हजेरीपत्रक, वेतनपत्रक, पगारपत्रकातील नियमानुसार अंशदानाचा वजावट, कामगारास त्याच्या बँक खात्यात वेतन जमा केल्याबाबतचे कंत्राटदाराचे बँक स्टेटमेंट, नोंदवही, भ.नि.नि. अंतर्गतचे विवरणपत्र, ऑनलाईन पध्दतीने भ.नि.नि. याची अंशदान (१२+१३%=२५%)जमा केल्याबाबतचे विहित नमून्हातील चलन उतपत्रासुन खाराजमा करून १३% भविष्यनिर्वाह निधी वर्गणीचे अधिदान कंत्राटदारास प्रतिपूर्ती स्वरूपात करावे. तसेच भविष्यनिर्वाह निधी कायद्यामध्ये अंशदान अंशदान देण्याबाबत धाटी बदल झाल्यात त्या प्रमाणे रक्कम/वर्गणी कंत्राटदारास/संस्थेला प्रतिपूर्ती स्वरूपात देणे बंधनकारक राहिल.



**2. कर्मचारी राज्य विमा अधिनियम 1948 (The EMPLOYEES STATE INSURANCE ACT 1948) अर्थात**

**वर्गणी: -** मालकाचा/कंत्राटदाराचा हिस्सा (3.25%) ज्या कायद्यातील तरतुदीनुसार कामगाराच्या घमाराच्या रकमेवर मालकाचा 4.75% आणि कामगाराच्या घमारातून 1.75% वर्गणी कपात करून एकूण 6.50% वर्गणी कर्मचारी राज्य विमा मंडळात विहित मुदतीत जमा करणे बंधनकारक होते, तथापि केंद्र शासनाच्या दि. 11.09.2015 रोजीच्या अधिसूचनेनुसार मालक हिस्सा 3.25% व वर्गचारी हिस्सा 0.75% असा सुधारित करण्यात आला आहे. तसेच कर्मचारी राज्य विमा कायद्यांतर्गत अंशदानाचे परिमाण वास्तव्यात घमाराची कमाल मर्यादा रु. 21000 (Basic+DA) इतकी आहे. कर्मचारी राज्य विमाची वर्गणी कंत्राटदाराकडे असलेले कामगार (जे महानगरपालिकेचे काम करतात, अशा कामगारांची वर्गणी/अंशदान 4% (3.25%+0.75%) अंतिमरूपाने पध्दतीने कर्मचारी राज्य विमा मंडळात जमा केल्याबाबत विहित तरतुदीतील चलबाबी प्रत कंत्राटदार/संस्था मालकाकडून देयकासोबत प्राप्त करणे अनिवार्य आहे. कंत्राटदाराने जे कंत्राटी कामगार महानगरपालिकेमध्ये कामास ठेवले आहेत, अशा कामगाराचे कंत्राटदाराकडील हजेरीपत्रक, वेतनपत्रक, कामगारपत्रकातील नियमानुसार पत्रावट, कामगारास त्याच्या बँक खात्यात वेतन जमा केल्याबाबतचे कंत्राटदाराचे बँक स्टेटमेंट, नोंदवही, विवरणपत्र, वर्गणी जमा केल्याची प्रत इ. तपासून कर्मचारी राज्य विमा वर्गणीचे अधिदान कंत्राटदारास/संस्थेस प्रतिपूर्ती स्वरूपात करावे. कर्मचारी राज्य विमा अधिनियमात भविष्यात बदल झाल्यास त्या प्रमाणे रक्कम/वर्गणी कंत्राटदारास/संस्थेस देणे बंधनकारक राहिल.

**3. सानुग्रह अनुदान 8.33% (The payment of Bonus Act, 1965) -** सानुग्रह अनुदान पूर्वीप्रमाणेच 7.33% किंवा कामगारांना देण्यात येईल, आर्थिक वर्ष संपल्यानंतरच्या नोव्हेंबर महिना अखेरपर्यंत सानुग्रह अनुदान कामगारास देणे बंधनकारक आहे. तथापि कंत्राटदाराने कंत्राटी कामगारास दिवाळीपूर्वी सानुग्रह अनुदान त्यांच्या बँक खात्यात जमा करावे. सानुग्रह अनुदानाचे अधिदान कंत्राटदारास/संस्थेस करण्यापूर्वी कंत्राटदाराने/संस्थेने देवलेले हजेरीपत्रक, वेतनपत्रक, विवरणपत्र आणि कंत्राटदाराने महापालिकेस सादर केलेली कामगारांच्या केवलाच्या देवघातीत नावे सानुग्रह अनुदान संबंधित कामगारास रेखांकीत घनादेशाने ECS ने अथवा केल्याबाबत कंत्राटदाराचे/संस्थेचे बँक स्टेटमेंट व कामगाराचे बँक खाते पासबुक नोंद इत्यादी तपासून कंत्राटदार/संस्थेस प्रतिपूर्ती स्वरूपात सादर करावे.

**4. रजा रोखीकरण (Leave Encashment) 16% -** संध्या आणि सार्वजनिक सुट्ट्या (Festival leave/paid holiday)चे रोखीकरण 1%:- रजा रोखीकरण/सण, सार्वजनिक सुट्टी रोखीकरणाची रक्कम कंत्राट दारा कर्मचारी कंत्राटदाराने/संस्थेने कामगारांना रोखीकरण केल्याबाबत कामगाराचे बँक पासबुक नोंद, कंत्राटदार/संस्थेने देवलेले वेतनपत्रक, हजेरीपत्रक, कंत्राटदाराच्या बँक खात्यातून कामगाराच्या बँक खात्यात जमा केलेल्या रोखीकरण रकमेचे बँक स्टेटमेंट, इ. कामगार तपासून पडताळणी करावी. सादर कामगार तपासून कंत्राटी कामगार महानगरपालिकेकडे कंत्राटदारासमोर्फी असल्याची खातरनामा करून रजा/सण/सार्वजनिक सुट्टी रोखीकरण देयकाची रक्कम कंत्राटदारास देण्यात यावी. सणाच्या आणि सार्वजनिक सुट्ट्या कंत्राटी कामगारास दिल्यास सणाच्या आणि सार्वजनिक सुट्ट्याचे 1% रोखीकरण करू नये.

**5. उपदान (The payment of Gratuity Act 1972) 4% -** सलग 05 वर्षे पूर्ण करून सेवा समाप्त जालेली आहे अशा कंत्राटी कामगारास कंत्राटदाराने उपदानाची रक्कम दिली असल्यास प्रतिपूर्ती स्वरूपात कंत्राटदारास संपूर्ण अनित्य त्यामध्ये काररनामा, संबंधित कामगाराने महापालिकेत काम केले असल्याबाबत तत्कालीन हजेरीपत्रक, वेतनपत्रक, विवरणपत्र, उपदानाची रक्कम कामगाराच्या बँक खात्यात जमा केल्याबाबतची नोंद असलेले कामगाराचे बँक पासबुक, कंत्राटदाराचे बँक स्टेटमेंट इ. पडताळणी करून उपदानाचे अधिदान कंत्राटदारास करावे तसेच भविष्यात सादर कायदात सुधारणा झाल्यास त्याप्रमाणे अधिदान देणे राहिल.

6. सेवा शुल्क (service charges)/प्रशासकीय खर्च 5%:-कंत्राटदार/संस्था यांना महानगरपालिका कामगार/मनुष्यबळ पुरवित्याबद्दल सदरची रक्कम देण्यात येते. कंत्राटदार/संस्था यांनी कामगारांची आर्थिक विक्रीव्यक्त करू नये, महानगरपालिका तत्पर व प्रामाणिक सेवा देणाऱ्या कामगार कायद्यातील तरतुदीनुसार सर्व अभिलेख देणे. रांगणी वागणूक आणि सेवा कंत्राटदाराच्या कामगारांनाही देणाऱ्या या उद्देशाने कंत्राटदाराने/संस्थेने पुरविलेल्या सेवांसाठी प्रशासकीय खर्च/सेवा शुल्क (Service Charges) देण्यात येते. प्रशासकीय खर्च/सेवा शुल्क म्हणून सदर 5% मूळ वेतन+घरभाडे भत्ता या रकमेवर 5% प्रमाणे कामगारांच्या वेतन देवकाचे प्रतिपूर्ती स्वरूपात अधिदान करतावा करावे. तथापि कंत्राटदार/संस्था कंत्राटरीत नियम /अटी/शर्तीचे पालन करील असाव्याची खातरजमा करूनच अधिदान करावे.

7. सुरक्षितता साधने - 4%:- कंत्राटी कामगारांना कामाच्या ठिकाणी काम करित असताना धूळ, धूर, पाऊस, आग, वाफ, रसायने, इत्यादी धारून संरक्षण मिळावे या उद्दिष्टाने कामाच्या स्वरूपानुसार शुल्क, गणवेश, छात्री, रेनकोट, झतपोचे, सावण, हेल्मेट, मारुत, टॉवेल इत्यादी सुरक्षितता साधने कंत्राटदाराने/संस्थेने कामगारांना कामावर असतानाच पुरविणे आवश्यक आहे. सुरक्षा साधनांमुळे कामगारांचे कामाच्या ठिकाणी संरक्षण व्हावे, आरोग्य व्यवस्थित राहून जीवनमानात सुधारणा व्हावी या उद्देशाने सुरक्षितता साधनांच्या रकमे 1% प्रमाणे अधिदान प्रतिपूर्ती स्वरूपात कंत्राटदाराचा करावे. कंत्राटदाराने/संस्थेने कंत्राटी कामगारांना कामाच्या स्वरूपानुसार आवश्यक ती सुरक्षितता साधने पुरविणे बंधनकारक आहे. कंत्राटदाराने सुरक्षितता साधनांचे देयक तादर केल्यानंतर खातेप्रमुखांनी कंत्राटी कामगारांना सुरक्षितता साधने काम करीत असतानाच मिळाल्याची/वापरात येत असल्याची खातरजमा करावी. तसेच कामगारांना सुरक्षितता साधने मिळाल्याबाबत कामगारांचे स्वाकरीचे अभिलेख तपासून 1% रक्कम किंवा मूळ वेतन+घरभाडे भत्ता या रकमेवर देणारी सुरक्षितता साधनांच्या देवकाची रक्कम सापैकी जे कमी असेल त्या रकमेचे कंत्राटदाराचा अधिदान करावे.

8. घरभाडे भत्ता (The Maharashtra workmens minimum House Rent Allowance Act 1983):- सदर कायद्यातील तरतुदीनुसार मूळ वेतन आणि विशेष भत्ता यावर 5% रक्कम घरभाडे म्हणून देणे बंधनकारक आहे. कंत्राटदाराचा घरभाडे भत्त्याच्या देवकाचे अधिदान प्रतिपूर्ती स्वरूपात करावे. किमान वेतन अधिनियमानुसारचे मूळ वेतन+विशेष भत्ता आणि घरभाडे भत्त्याच्या एकत्रित रकमेतून नियमानुसार वजावट करून देणारे वेतन, कंत्राटी कामगाराने ज्या जाग्यावर काम केले आहे तो जागावची संपल्यासून किमान 07 आणि कमाल 10 दिवसांच्या मुदतीत कंत्राटी कामगारास बँक खात्यामार्फत ता05/रेखांकित चेकने कंत्राटदाराने कामगारास देणे बंधनकारक आहे. वेतनाचा कालवर्गी 01 महिनापेक्षा जास्त नसावा. सदर रकमेचे अधिदान करताना हजेरीपत्रक,वेतनपत्रक, कंत्राटदाराने कामगाराच्या बँक खात्यात नियमानुसार वजावट करून देणारे ताल जमा केल्याबाबतचे बँक स्टेटमेंट इ. तपासून व खातरजमा करून अधिदान करावे.

9. महाराष्ट्र कामगार कल्याण निधी (Maharashtra Labour Welfare Fund Act 1953):-या कायद्या अंतर्गत कामगार कल्याण निधी प्रत्येक वर्षी जून आणि डिसेंबर या महिन्यात कामगारांच्या पगारातून कपात करून 15 जुलै आणि 15 जानेवारी वर्षीत महाराष्ट्र कामगार कल्याण निधीमध्ये कामगार आणि मातकांचा हिस्सा जमा करणे बंधनकारक आहे. मातकाचा हिस्सा/वर्गणी रु. 3000/- पर्यंत पगार असल्या या कामगारांचे रु.18/- आणि 3000/- पेक्षा अधिक पगार असल्या या कामगारांचे रु.38/- असून कामगारांचा हिस्सा/वर्गणी अनुक्रमे 6 व 12 रक्कम आहे. कंत्राटी कामगारांच्या कुटुंबाकरीता कामगार कल्याण मंडळांमार्फत देण्यात येणारे लाभ मिळावेत या उद्देशाने महाराष्ट्र कामगार कल्याण निधीमध्ये वर्गणी जमा करणे आवश्यक आहे. कल्याणनिधीतील मातकाचा हिस्सा/वर्गणी संबंधित कंत्राटदाराने दिवसपत्रासह देयके तादर केल्यानंतर प्रतिपूर्ती स्वरूपात करावे. सदर देवकाची



रकम देण्यापूर्वी कंत्राटदार/संस्थेने सादर केलेल्या देयकातील कामगार मनापाल काम करीत होते हेच त्याच हजेरीपत्रक, पभारपत्रक, गिनरगपत्र, वेतन विल्याबाबत कंत्राटदाराचे बँक स्टेटमेंट आणि कामगाराने सादर केलेली नोंदी इ. तपासून/ पडताळणी करून कामगार कल्याण निधीचे अधिदान करावे.

10. **किमान वेतन:-** विविध खाते/विभाग/रुग्णालय येथे कंत्राटी हत्यार नेमण्यात येणा-या कंत्राटी कामगारांचा महाराष्ट्र शासनाने पुर्ननिर्धारित केलेले किमान वेतन व त्यानुसार वृहन्मुंबई महानगरपालिकेने प्रस्तावित केलेल्या परिपत्रकातील सुध्दानुसार किमान वेतन देणे बंधनकारक आहे. **सादर किमान वेतन देताना सामाजिक सुरक्षितता या बाबीतकीच्या दृष्टीने मूळ वेतनात विशेष भरणाऱ्या ३३% लेव्हीची रक्कम (अधिक महाराष्ट्र कामगार कल्याण निधी) देणे अनिवार्य आहे.** विविध कामगार कायद्यांतर्गत संस्था/कंत्राटदारास देयावयाच्या अधिदानाची रक्कम/बाबीतकीच्या आणि भविष्यात कामगार कायद्याच्या तरातूदीमध्ये बदल झाल्यास त्या बदलानुसार कार्यवाही करण्यात यावी.

11. **आर्थिक तरतूद:-** ज्या खाते/विभाग/रुग्णालय यांच्या आग्धापनेवर कंत्राटी हत्यार कंत्राटी कामगारांचे कंत्राटदारांमार्फत नेमणूक करावयाची आहे अशी संबंधित खाते/विभाग/रुग्णालय हे त्यांच्या योग्य त्या सेवाशेर्षकांशी संबंधित आर्थिक वर्षांमध्ये तरतूद करतील.

यापुढे राज्यशासन/केंद्रशासनाने कामगार कायद्यात केलेल्या बदलाची सुचना/परिपत्रक/राजपत्र प्राप्त होताच महानगरपालिका आयुक्त यांचे माध्यमेने परिपत्रक निर्गमित करून कामगार कायद्याची अमलबजावणी करण्यास खाते/विभाग/रुग्णालयांना कळविण्यात येईल. कंत्राटदारांचे देयकासोबत दरील बाबींमध्ये नमूद केल्याप्रमाणे पुर्तक केली नसताना देयकाचे अधिदान केल्यास, संबंधितांवर जबाबदाारी निविधित करून नियमानुसार कारवाई केली जाईल.

सर्व खाते/विभाग/रुग्णालय प्रमुख यांनी यरील बाबीची नोंद घेऊन कंत्राटी कामगारांचा वेळोवेळी दिही-मुदतीत किमान वेतन व लेव्हीमध्ये नमूद केलेले फायदे दिले जातील याची दक्षता घ्यावी. सादर परिपत्रकाचे अमलबजावणी परिपत्रक निर्गमित झाल्याच्या दिनांकानुसार प्रकाश राहिल.

सही/07.07.2020  
(स.वि.मोहितो)  
प्रमुख कामगार अधिकारी

सही/07.08.2020  
(मिलिण सावंत)  
सह आयुक्त (सा.प.)

सही/11.08.2020  
(राजीव जयगार)  
अतिरिक्त आयुक्त, शहर

सादर परिपत्रकाची प्रत महानगरपालिकेच्या <ftp://45.249.109.226/Circulars/Gad/Chief Labour Office> व संकेतस्थळावर उपलब्ध आहे.

प्रत: ..... माहितीसाठी व पुढील योग्य त्या कार्यावाहीसाठी कृपया जरीवा.

  
प्रमुख कामगार अधिकारी या-कार्यालय