

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L.NAIR CH. HOSPITAL
EARLY INTERVENTION & REHABILITATION CENTRE FOR CHILDREN
“ B ” AND “ C ” WING , OZONE BIZZ CENTRE, NAGPADA MUMBAI – 400 008

Percentage Analysis



TENDER DOCUMENT FOR

“Selection of service provider for Outsourcing of manpower required for the Early Intervention & Rehabilitation Centre for Children (EIRCC) for the period of 31 months.

Website : <https://mahatenders.gov.in>

E-tender : 2025_MCGM_1229447_1

Office

**EARLY INTERVENTION &
REHABILITATION CENTRE
FOR CHILDREN**
“ B ” AND “ C ” WING ,
OZONE BIZZ CENTRE,
NAGPADA MUMBAI – 400 008

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SECTION 1 : E-TENDER NOTICE**BRIHANMUMBAI MUNICIPAL CORPORATION****B.Y.L.NAIR CH. HOSPITAL****EARLY INTERVENTION & REHABILITATION CENTRE FOR CHILDREN****“ B ” AND “ C ” WING , OZONE BIZZ CENTRE, NAGPADA MUMBAI – 400 008****e- PROCUREMENT TENDER NOTICE****EIRCC No. 466 Dated :- 14.10.2025****e-Tender ID:- 2025_MCGM_1229447_1****Subject :** Selection of 35 labour (30 Unskilled 5 Semi Skilled = 35) for 32 Months contract basis for the Early Intervention and Rehabilitation Centre for Children (EIRCC)

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

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

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

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

Sr. No	Description	Tender Fee (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	Selection of 35 labour (30 Unskilled 5 Semi Skilled = 35) for 31 Months contract basis for the Early Intervention and Rehabilitation Centre for Children (EIRCC)	Rs. 18,150/- +Rs.3,267/- (18% GST) =Total 21,417/-	Rs. 6,79,937 /-	15.10.2025 at 17:00 Hrs	11.11.2025 at 16:00 Hrs

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

The pre-bid meeting will be held on **28.10.2025 at 12:00 pm** venue is at DEAN, B.Y.L.NAIR CH.HOSPITAL, DR.A.L.NAIR MARG, MUMBAI CENTRAL, MUMBAI – 400 008

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

Earnest Money Deposit (EMD) shall be paid online 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.

Tender fee shall be paid online through payment gateway on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full Tender fee amount online.

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

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

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

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

-sd/-

**DEAN
B.Y.L NAIR CHHOSPITAL**

Address for Communication and Venue for opening of bid :

B.Y.L.NAIR Ch. HOSPITAL
DR.A.L.NAIR MARG,
MUMBAI CENTRAL,
MUMBAI – 400 008

E-mail:- eicentre2022@gmail.com

For detailed tender document please scroll down

SECTION 2: HEADER DATA	
E-Tender No.	2025_MCGM_1229447_1
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION B.Y.L NAIR CH. HOSPITAL EARLY INTERVENTION AND REHABILITATION CENTRE FOR CHILDREN “B” AND ” C” WING, OZONE AND BIZZ CENTRE, NAGPADA MUMBAI – 400 008 TELEPHONE NO. : 022-23027104 EMAIL.ID : eicentre2022@gmail.com
Subject	Selection of 35 MPL (30 Unskilled 5 Semi Skilled = 35) for 31 Months contract basis for the Early Intervention and Rehabilitation Centre for Children (EIRCC)
Estimated Cost	Rs. 3,39,96,848/-
Contract period	31 Months (October 2025 to March 2028)
Tender fee of E-Tender	Rs.18,150/-+ Rs.3,267/- (GST 18%)= Rs.21,417/- [Pay online requisite tender fee on Mahatender Portal]
Earnest Money Deposit 2%	Rs. 6,79,937 /-
Pre bid Meeting	Date: 28.10.2025 Time : 12:00 pm.. B.Y.L.NAIR Ch. HOSPITAL, DR.A.L.NAIR MARG, MUMBAI CENTRAL, MUMBAI – 400 008
Bid Publishing date	15.10.2025 at 17:00 HRS
Start Date and Time of Bid Submission	15.10.2025 at 17:00 HRS
End date & time Bid Submission	11.11.2025 at 16.00 HRS
Opening of Packet A & Packet C	As mentioned in https://mahatenders.gov.in
Address for Communication	Office of: B.Y.L. NAIR CH. HOSPITAL EARLY INTERVENTION & REHABILITATION CENTRE FOR CHILDREN “ B ” AND “ C ” WING , OZONE BIZZ CENTRE., NAGPADA MUMBAI – 400 008
Venue for opening of bid	Office of: Dean B.Y.L. Nair Ch. Hospital Mumbai-400008

This tender document is not transferable

The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

-sd/-
DEAN
B.Y.L.NAIR CH.HOSPITAL

SECTION 3: PREAMBLE

In a first-of-its-kind centre for especially abled children, the Brihanmumbai Municipal Corporation has set up an early intervention and rehabilitation centre for children in Byculla.

The centre, which will come up across a 36,000 sq ft area in Nagpada-Byculla, is a first-of-its kind public set-up in Mumbai that will provide all medical facilities & therapy to children who suffer from various syndromes like physical disability, mental disability, down syndrome, incapacity, autism, cerebral palsy.

The centre will have specialist services and therapies in the field of paediatric evaluation, occupational therapy, physiotherapy, audiology, speech and language therapy, psychiatric evaluation, counselling and remedial education, orthopaedics, ENT, ophthalmology and paediatric dentistry. In addition to this, there will also be facilities of gait analysis, aqua therapy and tele-medicine. BMC also plans to have a community outreach to create advocacy and awareness of the therapy available.

We have seen parents running helter-skelter for their children when it comes to various interventions. Having an early intervention and rehabilitation centre for these children with all the required interventions under one roof is a boon for any parent.

Diagnosis is not enough for these children. We need to hand hold them through the journey. Many times the cost of the interventions becomes a deterrent factor for the parents and the child. BMC's centre will be a boon for such children and their parents.

SECTION 4: INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING FOR PROVIDING MULTI PURPOSE LABOUR ON CONTRACT BASIS TO EARLY INTERVENTION AND REHABILITATION CENTRE FOR CHILDREN.

1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://mahatenders.gov.in '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Download the tender documents from the Mahatender portal after paying online requisite tender fee
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking

	problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid uploaded message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.

26.	All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
27.	Manual offers sent by post/Fax or in person shall be considered as invalid and rejected summarily without any consideration
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.
SPECIAL NOTE: TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Two Cover Bid Submission New' on - tendering portal of Government of Maharashtra i.e. 'https://mahatenders.gov.in' Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the "Manuals" available on Mahatender Portal (https://mahatenders.gov.in)	

SECTION 5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal& Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the ‘Tenders’ section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the ‘e-Procurement’ section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
7.	Download the tender documents from the Mahatender portal after paying online requisite tender fee
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A , B & C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid need to be uploaded in the Packets provided for this purpose and the BOQ template should be uploaded after filling the relevant columns.
9.	Eligibility of Administrative & Technical offer, i.e. Packet ‘A’ of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet ‘C’ of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder/ Service provider.
13.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Providing Multi Purpose Labors related services for MCGM, for a period of 32 months described in the specifications and as per terms & conditions.

SECTION 6: INSTRUCTIONS TO TENDERERS		
Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures” and the “Articles of Agreement” very carefully, wherein the tender conditions and contract conditions are clearly mentioned.		
1.	<u>Eligibility Criteria: (Who Can Quote)</u>	
	A)	a) Only the reputed agencies:- Limited Company or Private limited Company registered under the companies Act 1956, Partnership firms registered under Partnership Act 1932, Government and Semi Government Units who have executed work of ”Similar nature” means the work / experience of supply of manpower (various categories) to a Govt. / Semi Govt. / Public Sector Undertaking / Autonomous Body / Educational / Research Institutes / Universities / Large Corporate Super specialty Hospital. b) The Service Provider should have the Registered /Branch Office in Mumbai c) The Service Provider must be registered with the Income Tax and also registered under the Labor Laws/Rules, Employees provident Fund Organization, Employees State Insurance Corporation. The proof in support of the same shall be submitted with the bid documents.
	B)	<u>Technical Capacity and Experience:-</u> The tenderer should have at least three years experience in doing similar works either successfully completed or ongoing works (Ongoing work-should be executed to minimum 75% on or before the due date)during past 5 years. Tenderer should upload the copy of the same. One similar work of value equal to Rs. 2,71,97,478 /- each or more (i.e. minimum 80% of the turn over value) in the last five years Or Two similar work of value equal to Rs.2,03,98,109 /- each or more (i.e. minimum 60% of the turn over value) in the last five years Or Three similar work of value equal to Rs. 1,35,98,739 /- each or more (i.e. minimum 40% of the turn over value) in the last five years 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. <u>Statement of Experience Certificates</u> shall be uploaded during the submission of the tender (Annexure-5 and 5A)
	C)	<u>Financial Capacity:</u> The Service provider shall have an average turnover of 3,39,96,848 /-per annum in last three financial years (21–22, 22–23, 23-24). The above experience could be of the lead member of the Consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the Technical eligibility independently. A certificate from a Chartered Accountant to this effect must be attached.
	D)	<u>Details of Litigation history.</u> The Bidder shall disclose the litigation history in Annexure-7 to be submitted in Packet ‘A’.

		Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender. Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work/ supply of medicines, medicine consumable and medical devices for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe. If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history. Litigation History is applicable to the Manpower service’s quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly. The Tenderer are not allowed to Manpower service for which the Firm found guilty of malpractice, misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid.						
	E.	All tenderer must disclose the names of their partners, if any in the particular contract. <table><tr><td>i.</td><td>Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.</td></tr><tr><td>ii.</td><td>If it is found that firms as described in clause 1-E have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.</td></tr><tr><td>iii.</td><td>If it is found that closely related persons as in clause 1-E have submitted separate tenders/quotations under different names firms /establishment but</td></tr></table>	i.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.	ii.	If it is found that firms as described in clause 1-E have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.	iii.	If it is found that closely related persons as in clause 1-E have submitted separate tenders/quotations under different names firms /establishment but
i.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.							
ii.	If it is found that firms as described in clause 1-E have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.							
iii.	If it is found that closely related persons as in clause 1-E have submitted separate tenders/quotations under different names firms /establishment but							

			with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-E (i) including similar action against the firms/ establishments concerned.
		iv.	Any tenderer failing to disclose information as indicated in E-I to iii, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments
2.	<u>Amendment to tender documents:-</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'.		
3.	The Bidder/Service providers are advised to physically apprise themselves with working areas if required. Probable List of hospitals is enclosed. They are advised to get sufficient acquaintance with the actual locations. It would be deemed that prior to the submission of Proposal, the Bidder/Service provider has: a) made a complete and careful examination of requirements, and other information set forth in this RFP Document; b) received all such relevant information as it has requested from Authority; - and c) made a complete and careful examination of the various aspects of the Project including but not limited to: (i) the Project site (ii) existing facilities and structures (iii) The conditions of the access roads and utilities in the vicinity of the Project Site conditions affecting transportation, access. all other matters that might affect the Bidder/Service provider's performance under the terms of this RFP Document.		
4.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.		
5.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender. 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. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." Affidavit shall be uploaded in this respect as per annexure –3.
6.	Bidder shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
7.	<u>Tender Fee:-</u> • Tender fee is mentioned on tender notice and shall not be refundable.
8.	<u>Validity:-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender (the 'Bid Due Date')
9.	<u>Payment of Earnest Money Deposit (E.M.D.):-</u> The tenderer shall have to pay EMD of 6,79,937/- online only. The vendors having standing deposit shall also have to pay the full EMD amount online.
10.	<u>Refund of E.M.D. :-</u> E.M.D. of bidder except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically. The bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposited as elaborated in standard bid document. OR The EMD of the tenderer who has been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. In case of successful bidders paying 5% contract deposit 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.
11.	<u>Acknowledging communications:-</u> Every communication from the Dean B.Y.L. Nair Ch. Hospital, Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.

12.	<u>Where and how to submit the tender:-</u> (Refer Section 4- Flow of activities of Tender & Section 5 : Instructions to Tenderer participating in e-Tendering) The e-Tendering process of BMC is enabled through Mahatender portal 'https://mahatenders.gov.in' The bid should be submitted online through website https://mahatenders.gov.in in two Packets system i.e. Administrative & Technical Bid (Packet A), & Commercial Bid (Packet C) along with EMD. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However the e-tender website or helpline numbers may guide you for obtaining the same Deadline for submission of bid – as per schedule mentioned in tender notice.		
13.	<u>Documents to be uploaded:</u> This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document. Original scanned documents or self-attested photocopies of specified documents shall be scanned and uploaded.		
14.	<u>Authentication for documents:-</u> The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and the tender deposit 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 against the said Tenderer and /or the partners. The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damages thereof shall be recovered from the Tenderer's dues.		
15.	<u>Translation of certificates:-</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.		
16.	<u>Sign and seal:-</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated. <table border="1" data-bbox="295 1877 1485 2002"> <tr> <td data-bbox="295 1877 406 2002">i)</td><td data-bbox="406 1877 1485 2002">If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.</td></tr> </table>	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.
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	ii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submit and upload a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.
17.	<u>Name of Partners:-</u> All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.	
18.	<u>Power of Attorney (POA):</u> Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note –	
	(a)	The Registered Power of Attorney (if any) registered with Chief Accountant (B.M.C.) will be accepted.
	(b)	If all uploaded documents are signed by 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.
	If Tender is awarded and Contract Documents are signed by POA Holder the POA is to be registered at the Office of Chief Accountant (B.M.C.)	
19.	<u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.	
20.	<u>Contradictory Clause in tender:-</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.	
21.	<u>Alternative clauses in tender:-</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.	
22.	<u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected If	
	a)	The tenderer stipulates own condition /conditions,
	b)	Does not fill & sign the Tender Form incorporated in the Tender,
	c)	Does not disclose the full name/names and Address / addresses of Partners / Directors in case of Partnership/ Private Limited / Public Limited concern Firms,

		email ID for communication
	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
	e)	It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:
	f)	Does not submit valid documents listed in Packet 'A'.
	g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
	h)	Stipulated validity period less than 180 days.
	i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
	j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
	1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
	2)	Record for poor performance such as non-supply of Manpower, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
23.	<u>Firm price</u> The prices quoted shall be firm and no variation shall be allowed on any account whatsoever. The rates quoted should be comparable with rates received by the Government of Maharashtra for recent similar projects. The bidder has to quote in INR.	
24.	<u>Variation in rate:-</u> Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.	
25.	Not Applicable	
26.	<u>The Two Packet system:-</u>	
	i.	The tenderer should upload tender in two Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each

		packet while submitting tender itself.
	ii.	All the documents should be strictly uploaded in P.D.F. format
	iii.	<u>If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' at the time of Bid Submission then the tenderer shall submit the same online in Mahatender Portal within 7 working days from the date of intimation from BMC.</u>
	iv.	If the information of shortfall documents asked by concerned BMC officer through Mahatender portal is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as noncompliance of the shortfall from the tenderer end and his offer will be treated as non-responsive.
	v.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
	vi.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	vii.	All addendums /corrigendum shall be uploaded along with tender document
	A)	<u>Administrative & Technical Bid (Packet A)</u> The following Documents shall be submitted in the Packet 'A':-
	i.	<u>Chartered Accountant's Certificate</u> for turnover of the tenderer for preceding three financial years.
	ii.	Valid <u>Bank Solvency Certificate</u> for minimum of Rs. 30 Lakhs issued by The Nationalized/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than 06 months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.
	iii.	<u>GST registration certificate</u> (of Tenderer). GST registration certificate along with Deposit Receipts (Challans) of previous 3 months of Tenderer shall be attached.
	iv.	The ' PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co- operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking.
	v.	Certified copy of <u>latest partnership deed</u> in case tenderer is a partnership firm.
	vi.	<u>Firm/Company/Sanstha Registration Certificate</u> e.g. Certification of Incorporation / Articles of Association / Memorandum of Association

		etc.
	vii.	List of all Directors/Partners with complete residential & Business address, Telephone No. Mobile No. & E-Mail id, along with their Signature on letter head of the tenderer.
	viii.	<u>Power of Attorney</u> If tender is signed by a person holding power of attorney. The Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & E-mail ID shall be furnished.
	ix.	<u>Registration Certificate under ESIC Act 1948</u> if 10 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs.500/- stamp paper if registration under ESIC Act is not applicable.
	x.	<u>Registration Certificate under EPF & M Act 1952</u> if 20 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs. 500/- stamp paper if registration under EPF & M Act 1952 is not applicable.
	xi.	Annexure 1: Particulars about the Tenderer on Letter Head of the Tenderer. Valid and correct e-mail ID of the tenderer for communication in respect of this bid shall be provided in Annexure 1. ‘
	xii.	Annexure 2: ‘Tender form’ on tenderer’s letter head with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be.
	xiii.	Annexure 3: Notarized Declaration made by the tenderer on Stamp Paper of Rs.500/- with signature of Proprietor/ Managing Director / 2 Directors/All partners as the case may be in presence of 2 witnesses.
	xiv.	Annexure-4:- Statement of Legal Capacity
	xv.	Annexure 5: PRO-FORMA for Statement of experience certificate
	xvi.	Annexure 5A: PRO-FORMA for Statement of List of experience
	xvii.	Annexure 6: Authorization Letter for attending tender opening
	xviii.	Annexure 6A: Power of Attorney For Signing of BID.
	xix.	Annexure 7: Details of Litigation History
	xx.	Annexure 8: Declaration of the Contractor
	xxi.	Annexure 9: Internal Grievance Redressal Mechanism
	xxii.	Annexure 10: Form of Integrity Pact
	xxiii.	Annexure 11: Details of Ancillary Staffs
	xxiv.	Annexure- 12: Articles of Agreement
	xxv.	Annexure A Irrevocable Undertaking
	xxvi.	Annexure B Rate Analysis
	xxvii.	Annexure C Minimum Wages Circulars of BMC
	C)	<u>Commercial Bid (Packet C):-</u>

	The commercial bid is 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(s) shall fill item wise rates for all the items mentioned in the item data tab. <u>Note:-</u> 1) The rate quoted shall be responsive and the same should be inclusive of all statutory obligations such as Minimum wages, levies etc and service charges of bidder. The Rate Analysis in the above table is based on BMC's current Circular CLO/09/ 20-21 dt. 02.09.2020 & CLO/02/25-26 dt. 23.04.2025 2) The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. 3) The bidder shall add service charges from 1% to 5% on Basic + Special Allowance + HRA to the total of statutory components to arrive at rate per category we shall than be quoted in the item data of SRM System. 4) L1 will not be decided on service charge of less than 1% and will be treated as non-responsive bid if service charge quoted less than 1%. 5) In case of equal percentage/rates of lowest bidders is obtained after quoting, then the successful bidder will be decided by lottery system by <i>Dean BY.L.NAIR CH.HOSPITAL.</i> 6) The wages will be revised as per norms of State/Central Govt. If wages will be revised (i.e. revised by BMC or norms of State/Central Govt.), then also the service charges will be paid to the agency in pre-revised wages only i.e. the amount quoted at Sr. No. 14 in above table. 7) After opening of Packet C, the bidders shall submit the above rate analysis with his service charge and rate so arrived for each category duly signed and stamped. 8) Rates displayed in the BOQ are basic rates excluding service charge (Basic + 44.58% levy excluding 5% service charges)
27.	<u>Taxes & Duties (As if Applicable):-</u> 1.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. 2.If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any. 3.Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation <i>and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act.</i> 4.As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax

	on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'. Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. 5. Further, all the provisions of GST Act will be applicable to the tender. 6. For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A in Packet A.	
28.	<u>Pre-bid Meeting:</u> If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice. Tenders shall note that any corrigendum issued regarding this tender notice will be published on the Mahatender Portal. No corrigendum will be published in the local newspapers. The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.	
29.	<u>Procedure for the opening of the tender:</u> Packet-‘A’ (Administrative and Technical Bid) will be opened online on the due date and due time as stated in the header data when the tenderer or his authorized representative will be allowed to remain present. Packet ‘C’ will be opened only if the administrative & technical offer in Packet ‘A’ is acceptable. In case the administrative and technical offer in Packet ‘A’ is found not acceptable or found incomplete, then Packet ‘C’ will not be opened and offer will be kept out of consideration. The date and time of the opening of Packet ‘C’ will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u>	
30.	<u>Evaluation of the tender:</u>	
	i.	After opening of Packet A, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of

		submitted substantiation documents.
	ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.
	iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.
	iv.	The documents which are uploaded in Packet 'A' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
31.	Every complaint, submitted by competitive tenderers in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with the deposit of Rs. 2,00,000/- (Rupees Two Lakhs only) towards charges for inspection and verification of the documents of another tenderer. On verification of the complaint, if the representations made therein are found to be true and correct, the deposit will be refunded to the complainant and the E. M. D. of the defaulting tenderer shall be forfeited and further it shall be lawful for BMC to blacklist such defaulting tenderer for a maximum period of five years. On verification of the complaint, if the representations made therein are found to be false and incorrect, the deposit shall be forfeited and the complainant shall be black-listed for period of two years. Any complaint received regarding the authenticity of documents / information and/or particular submitted by another tenderer after price bid opening will not be entertained	
32.	<u>Internal Grievance Redressal Mechanism: (As per Annexure 09)</u> Tenderer has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 07 days of declaration of Administrative and Technical or financial evaluation results. The complaint shall be addressed to Deputy Municipal Commissioner/ Joint Municipal Commissioner (Dean BY.L.NAIR CH. HOSPITAL)	
33.	<u>Price Negotiation :</u> The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying Manpower and on whom the contract would have been placed but for the decision to negotiate.	
34.	<u>Acceptance of Tender/ Award of Contract:-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves	

	the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.
35.	<u>Period of Contract:</u> The period of contract shall be 31 Months(October 2025 to March 2028) from the date of signing of the contract/agreement by both the parties i.e. the Contractor and BMC. The contract shall be extended till the new contract is issued by DMC/AMC.

MAHATENDER

SECTION 7: SCOPE OF WORK

UNSKILLED MPL (30)

Ward Boy (10)

Ayabai (12)

Sweeper (8))

Qualification of Faculty:

10th pass and as per BMC norms knowledge of Marathi.

Age : 18-50 yrs

Duty Timing:

8 am to 4 pm

Monday to Saturday

Job Description :

Duties as assigned to them in the departments where they would be posted. Assisting Doctors and patients during Therapy sessions: Keeping a check on requirements, the equipment's and maintaining the Departments in order. Managing the pantry and maintaining the Depts. in order Cleaning of the floors and toilet blocks.

Handling the Bio-Medical Waste. Cleaning of indoors, passage as well as Outdoor area.

Cleanliness in corridor & staircase & Patients working Areas &Waiting Areas.

Any other work that is allotted by BMC Authority

SEMI-SKILLED MPL(05)

(Liftman (4)

Pump Man (1)

Qualification of Faculty:

10th pass,

ITI or PWD License Holder as per BMC norms knowledge of Marathi.

Age : 18-50 yrs

Duty Timing:

8 am to 4 pm

Monday to Saturday

Job Description :

Managing the Lifts, Operating Water Pumps and Electrical Work as required.

Operating pump as per water requirement

Any other technical work that is allotted by BMC Authority

SECTION 8: GENERAL CONDITIONS OF CONTRACT

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

1. Contract:

Contract means the Contract Agreement entered into between the Purchasers, henceforth called Municipal Corporation of Greater Mumbai or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.

Tenderer must distinctly understand:

That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

2. Contract Documents:

The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.

- 1) Letter of Acceptance
- 2) The Contractor's Bid
- 3) Addendum/corrigendum to Bid, if any
- 4) Tender Document including
 - a) The Bill of Quantities / Price Packet
 - b) The specifications
 - c) The General conditions of Contract
 - d) The Special conditions of Contract
- 5) Final written submissions made by the contractor during negotiations, if any
- 6) All correspondence documents between bidder and BMC.

	7) Integrity Pact	
3.	<u>Contract Deposit / Performance Security:</u>	
	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).
	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee.
	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/docs/publications/pdf/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
	v.	The contract deposit should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. The B.G. shall be retained 6 months after completion of contract period.
	vi.	The B.G. valid for the entire contract period (minimum Four and half year's period).
	vii.	If the Contractor during currency of the contract fails to maintain the requisite contract deposit, BMC shall recover from the contractor the amount of contract deposit by deducting the amount from the pending bills of the contractor under this contract or any other contract with the BMC. Otherwise the existing B.G. towards contract deposit shall be forfeited and the contractor shall be debarred from participating in BMC tenders for a period of 3 years
	viii.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.5% at present on total

		cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.	
	ix.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the bank guarantee or	
		a.	to forfeit the said security in whole or in part in the event of:
		i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
		ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
		b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
4.	<u>Refund of contract deposit:-</u>		
	Contract deposit will be refunded after six months after completion of contract period.		
5.	<u>Signing & Execution of Contract:</u>		
	I.	In the event of the tender being accepted, the Letter of Acceptance (LoA) and the Contract documents shall be sent / issued to the successful bidder (Contractor) for signature and return, incorporating all the agreements between the parties to the contract i.e. the contractor and the BMC. The Contractor shall acknowledge and unconditionally accept, sign, date and return the contract documents within 30 days from the date of issue.	
	II.	The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in	

	the office of the Chief Accountant and Dean B.Y.L. Nair Ch. Hospital should be informed accordingly.
III.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dean B.Y.L. Nair Ch. Hospital should be informed accordingly.
IV.	Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine of Rs. 5000/- per day will be imposed up to maximum 07 days delay
V.	If the contractor fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender / contract already accepted shall be considered as cancelled.
VI.	The contract shall be signed and entered into after receipt and verification of requisite performance security, by the BMC authority empowered to do so.
VII.	The Rate Circular shall be issued only after signing of contract by both the parties i.e. contractor and BMC.
VIII.	The contract shall be executed as per the MMC Act.
6.	<u>Payment of legal and stationery charges:</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of Manpower as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal and stationary charges at the time of award of contract.
7.	<u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of “Stamp Duty Act 1958” (amended till date).
8.	<u>The Successful Tenderers must distinctly understand:</u>

	a.	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 conditions.
	b.	The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract
	c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor’s knowledge.
	d	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever
9.	<u>Purchase Order:-</u> The user department will place work order within 15 days from the date of receipt of rate circular subject to availability of budget provision.	
10.	<u>Penalty:-</u> If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the Municipal Commissioner/ D.M.C. (P.H.)/ Dean of Hospital/ Intending Officer shall exercise his discretionary power to cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.	
12.	<u>Blacklisting:-</u> The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR iii) In case of non-satisfactory services.	

13.	<u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.				
14.	<u>Secrecy:-</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to the same services at the risk and cost of the contractor.				
15.	<u>Compliance with security Requirement:-</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.				
16.	<u>Confidential Information:-</u> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC				
17.	<u>Payment condition:</u> <table border="1" data-bbox="295 1848 1490 2074"> <tr> <td data-bbox="295 1848 368 1960">E)</td><td data-bbox="368 1848 1490 1960">Submission of documents / evidence showing details of the payment of GST has been made (if applicable).</td></tr> <tr> <td data-bbox="295 1960 368 2074">F)</td><td data-bbox="368 1960 1490 2074">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</td></tr> </table>	E)	Submission of documents / evidence showing details of the payment of GST has been made (if applicable).	F)	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
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		ECS/RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit Dean B.Y.L. Nair Ch. Hospital along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records. (a)The payment will be on a monthly basis upon submission of details of payment of wages (Basic + Special Allowance + HRA) credited to the Bank Account of workers along with attendance verified by authorized persons of the BMC. (b)The EPF, ESIC, labour welfare fund contribution, Bonus, Gratuity, leave encashment, safety equipment etc paid by the agency shall be <u>reimbursed</u> as per the minimum wages circular / guidelines of BMC / Maharashtra state on submission of documentary evidence for employee wise payment of the same. For further details refer Section-6 'Special Terms & Conditions of the Contract'
	H)	No advance towards any analysis will be made to Service Provider. All payments will be made against valid invoices/bills through banking channels after deduction of income tax as per the provision of Income Tax Act, 1961, The invoices/bills should be raised on monthly basis by the Service Provider in view of test reports submitted by him during the month.
18.	<u>Jurisdiction of courts:-</u> In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.	
19.	<u>Force Majeure clause:-</u> For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine	

	restrictions and freight embargoes. If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.
20.	<u>Fall Clause:-</u> The Tenderer undertakes that it has not quoted similar Manpower service or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar Manpower service or sub systems was supplied by the TENDERER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.
21.	<u>Subsequent Legislation:-</u> If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of MCGM and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract
22.	<u>Corporation's lien over all moneys due to the Tenderer or his deposit:-</u>

	The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Tenderer/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Tenderer/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 Tenderer/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 Tenderer/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.
23. a)	<u>Settlement of Disputes:-</u> Disputes All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next

	mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein. 1) Adjudication 2) Conciliation 3) Arbitration
b)	Excepted Matters:- Matters for which provision has been made in any Clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable/ arbitrable), and decisions of the BMC thereon shall be final and binding on the successful tenderer. The ‘excepted matters’ shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the BMC has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to: any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim. Issues related to the pre-award tender process or conditions Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor
c)	<u>Adjudication:</u> After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a ‘Notice of Adjudication’ specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement (hereinafter called the “Adjudicator”) for invoking resolution of the dispute through Adjudication. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If the adjudicator fails to notify his decision within the abovementioned time-frame,

	the contractor may proceed to invoke the process of Conciliation.
d)	<u>Conciliation of disputes:-</u> Any party may invoke Conciliation by submitting “Notice of Conciliation” to the Head of the Procuring Organization. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the Head of the Procuring Organization shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration. The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator. On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.
e).	<u>Arbitration:-</u> The Head of the Procuring Organization shall notify an Arbitrator within 30 days of receipt of Notice of Arbitration. An Arbitrator will be retired officers of The Procuring organization in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration. The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference.
24.	<u>Commissioner’s direction & decisions to be final and binding:-</u> The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Tenderer and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.
25.	<u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.</u>

	The Commissioner shall not be made party to be required to defend or answer any action, suit or proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.
26.	<u>Partnership:-</u> Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/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 Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/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 Tenderer/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.
27.	<u>Dissolution of the Contract:-</u> The Tenderer/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Tenderer/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.
28.	<u>Termination of Contract:</u> These presents in every clause matter and thing herein contained shall cease and terminated on the expiry of the contract period. 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 may have been broken or not performed.
29.	<u>Governing Language:-</u> English language version of the contract shall govern its Interpretation
30.	<u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular.
31.	<u>Meaning:-</u> 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.
32.	<u>Saving clause:-</u> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid
33.	<u>Applicable Laws:-</u> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
34.	<u>Operation of the Contract Clauses:-</u> The DMC (P.H) or his / her successor/s for the time being holding the office of the DMC (P.H) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (P.H) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
35.	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.

SECTION 9 : SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:-

A	<u>Scope and other terms</u>				
1	The contractor / service provider shall supply manpower in Early Intervention and Rehabilitation Centre for Children (EIRCC) of BMC at Mumbai Central, Mumbai within 15 days from the date of receipt of the work order and shall continue supply for a period of two years contract period.				
2	Initially, the Purchase order with the selected agency shall be placed for a period of 32 Months which shall be renewed for another year depending on satisfactory performance of the agency, unless it is curtailed or terminated by the authority owing to deficiency of service, sub- standard quality of Unskilled and Semi-skilled manpower deployed, breach of contract etc or change in requirements.				
3	The details of the various categories of ancillary manpower required are given in Annexure 11 which consists of Description of manpower, number of person, qualification and job description. For the purpose of the minimum wages and levies payable to Ward boy, Ayabai, Sweeper, Liftman and Pump Man the latest minimum wages circular of BMC (attached at Annexure 'C') shall be considered as below: <table><tr><td>Unskilled</td><td>Ward boy, Ayabai & Sweeper, (MPL)</td></tr><tr><td>Semiskilled</td><td>Liftman & Pump Man (MPL)</td></tr></table>	Unskilled	Ward boy, Ayabai & Sweeper, (MPL)	Semiskilled	Liftman & Pump Man (MPL)
Unskilled	Ward boy, Ayabai & Sweeper, (MPL)				
Semiskilled	Liftman & Pump Man (MPL)				
4	All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in Annexure 11 of the tender document				
5	The persons supplied by the service provider agency should not have any Police records / criminal cases against them. The agency should make adequate enquiries about the character and antecedents of persons whom they are recommending through local police, collecting proofs of residence, driving license, bank account details, and work experience along with the recent photograph certification to this effect shall be submitted to BMC.				
6	The service provider will also ensure that the persons deployed are medically fit and will keep in record a certificate of their medical fitness.				
7	For all intents and purposes, the manpower providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of the workers employed and deployed in the EIC. The persons deployed by the agency in the EIC shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the BMC.				
8	The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in BMC under provision of Industrial Dispute Act, 1947 or Contract Labour (Regularisation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to BMC.				
9	The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the BMC during the currency or after expiry of the contract. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The BMC shall, in no way be responsible for settlement of such issues whatsoever.				

10	The BMC shall not be responsible for any damages, losses, Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation during their deployment period.
11	In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/ otherwise capacity in BMC.
12	No additional payment shall be released for labour/conveyance, transportation, etc. Decision of the BMC in this matter shall be final and binding on the contractor.
13	The service provider's persons shall not divulge or disclose to any person, any detail of the EIC, operational processes, security arrangements and administrative / organizational matters as of confidential / secret nature.
14	Conditional bids shall not be entertained and will be out rightly rejected at the very first instance.
15	The Service Provider Company / Firm / Agency shall submit an affidavit/ undertaking stating that the agency is / has not been black listed/ previous contract penalized by Central Government / State Government / any PSU etc in any of its previous contract. Non compliance with any of the above conditions by the Service Provider Company / Firm/Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.
16	Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for a short duration. The BMC shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on the BMC, the same shall be reimbursed/indemnified by the Contractor.
17	The service providers personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of BMC.
18	The functional control over the personnel deployed by the agency will rest with the BMC and the disciplinary / administrative / Technical control will be with the agency.
19	The BMC may require the service provider to dismiss, remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his / her / their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to the BMC because of security risk, incompetence, conflict of interest, any breach of confidentiality or improper conduct upon receiving written notice from the BMC.
B	<u>Service Provider Agency's obligations:-</u>
a	<u>Statutory Compliances</u>

1	The Service Provider Agency shall have a legal status with all statutory licenses/ registration for carrying out activities as per this contract like registration with labour department contract labour (Regulation and Abolition) Act, 1970, PF Act 1952, ESI Act 1948, Income Tax Act etc The Service Provider Agency shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of this contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the BMC on demand.
2	The Service Provider Agency shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
3	The Service Provider Agency shall make compliance to the provisions of all Labour Laws applicable. The Agency at all times must indemnify BMC against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, interlaid and include the provisions of 1) Contract labour (Regulation and Abolition) Act, 1970, 2) Payment of Wages Act, 1936; 3) Minimum Wages Act, 1948; 4) Employer's Liability Act, 1938; 5) The Workmen Compensation Act, 1923; 6) Industrial Disputes Act, 1947; 7) Maternity Benefit Act, 1961; 8) Employees' State Insurance Act, 1948; 9) Employees Provident Fund and Miscellaneous Provisions Act, 1952; 10) Payment of Bonus Act, 1965 11) Payment of Gratuity Act, 1972 12) Child Labour (Prohibition & Regulation) Act, 1986 13) The Pradhan Mantri Rojgar Yojna Or any other law relating thereto and rules made thereunder from time to time. Corporation will not own any responsibility in this regard.
4	Provision of Consumer Protection Act and RTI Act shall be applicable to the Service rendered by the Service Provider Agency. All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Service Provider Agency and in no way BMC shall be held responsible.
5	The Successful Service Provider Agency shall at all times duly observe the provisions of Employment of Children Act XXVI of 1938 and any other similar Acts and any re-enactment or modification of the same and shall not employ or permit any person to do any work in contravention of the provisions of the said Acts.
b.	<u>Operational Compliances:-</u>
1	The Service Provider Agency is responsible to provide all the required services in a timely manner. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the BMC so that optimal services of the manpower deployed could be availed without any disruption. A senior level representative of the Agency shall visit the EIRCC, Mumbai Central Mumbai at least once in a fortnight / as and when required for mutual feedback regarding the work performance by his personnel and removal of deficiencies if any observed in their working.
2	Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectorial/ desired work experience etc. may lead to penalties and/or replacement of the resource with the matching skill set or profile desired by the BMC.

3	The Service Provider Agency must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, pre-interviewing, short-listing and proposing to BMC all pre-screened candidates.
4	The Service Provider Agency shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data / resume, qualification and experience of the said manpower should be certified by the Service Provider. In case any of such documents is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
5	The BMC is not bound for any relief/compensation if there is any reduction in the scope / quantum of the work or if no work is awarded at all.
6	The Service Provider Agency shall deposit applicable EPF, ESI, Insurance and other relevant/ mandatory compliances to the respective authorities and submit proof of deposit to BMC.
7	The Service Provider shall not sublet any part of the Contract . The Service Provider shall be required to keep the BMC updated about the change of address, change of the Management etc. from time to time
8	The BMC will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider Agency. The manpower as well as the Service Provider Agency shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws /acts /rules shall only rest with the Service Provider.
9	The Service Provider Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the BMC or any other authority under Law. The Service Provider Agency shall maintain such other records as per scope of work or prescribed by BMC from time to time
10	The Service Provider Agency shall furnish the following documents in respect of the manpower deployed by them to BMC's EIRCC in the given time limit: 1. List of persons deployed (monthly) 2. Bio-data / resume with antecedents details (at the time of deployment) 3. Copy of Aadhaar Card of the candidates (at the time of deployment) 4. Identity Cards issued by the Service Provider Agency bearing photograph (within 8 days of joining) 5. Identity proof and residential proof (at the time of deployment) 6. Copy of police verification certificate (at the time of deployment) 7. Copy of birth certificate, if required (at the time of deployment - for domicile purpose) 8. All selected manpower shall wear an Identity Card provided by the Service Provider Agency every day during working hours.
11	The Service Provider Agency shall issue the letter of deployment to every deployed manpower and a copy of the same shall be submitted to BMC.
12	In an event of deployed manpower availing leave, suitable substitute(s) shall be provided by the Service Provider Agency as per mutual understanding with BMC. Consequent to poor performance of deployed manpower, the Service Provider Agency shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
13	The attendance of the manpower shall be entered in the register provided by the Service Provider Agency and/or in the Aadhaar Enabled Biometric Attendance System (AEBAS) at the Early Intervention and rehabilitation Centre for children.

14	The Service Provider Agency shall be responsible for timely payment of wages to the manpower and deposit of applicable EPF and ESI (both employee and employer share), failing which a penalty will be deducted. The Service Provider shall submit the documentary proof of the same. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages and statutory deposits of previous month. The Breakup of the salary/ payment components shall be provided to the BMC.
15	The Service Provider Agency and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by the BMC and shall not knowingly lend to any person or company any of the effects or assets of the BMC under its control. In the event of loss/damage of equipment's etc. at the premises of the BMC due to negligence/carelessness of Agency staff, the Service Provider Agency shall compensate the loss to BMC apart from removal of the responsible person.
16	The Service Provider Agency shall, in performing its part of this contract, ensure the safety of the building and the persons working in or visiting the BMC's premises and shall indemnify BMC for any loss or damage caused by any act of the Service Provider Agency or its employees of staff etc.
17	The Service Provider Agency shall not sublet or subcontract this service/work to any other party in any circumstances, before or after the execution of contract. In such cases, the contract will be terminated and Contract Deposit will be forfeited.
18	The Service Provider Agency shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity. The service provider shall be personally responsible for conduct and behaviour of his staff and any loss or damage to BMC's movable or immovable property due to the conduct of the service provider's staff shall be made good by the service provider.
19	The Service Provider Agency shall be liable for payment of minimum wages, Bonus, PF, Gratuity, ESI, Encashment of Leave, safety equipment, Workmen's Compensation for accidents etc., as applicable from time to time to the persons provided for BMC's EIRCC / Early Intervention and rehabilitation Centre for children.
20	It will be the responsibility of the Service Provider Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it in this Office and this Office will have no liabilities in this regard.
C	<u>BMC'S OBLIGATIONS:-</u>
1	The BMC shall provide work space (seating area, work desk, furniture etc.) for the manpower hired through Service Provider.
2	The BMC shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications and machinery etc., if required.
3	The BMC shall provide, free of charge unimpeded access to the entire infrastructure which is required to perform the Services.
4	The BMC shall allow for use of basic facilities like water pots / machines, cafeteria, washrooms etc. for manpower working at BMC's premise/ designated premise.
5	The Competent Authority of BMC will carry out inspection by Notice or by Surprise visit at the locations at which the Services are supplied to confirm their conformity to the Contract specifications. The Competent Authority shall be entitled at any time to inspect the services.
D	<u>Service Conditions of the outsourced Manpower:-</u>

1	The service provider shall give Leaves to his persons as per the provisions in the applicable statutes / Laws. However the substitute arrangement in place of person on leave shall be made. The service provider shall quote the rate for each category considering all these things and ensuring that the minimum wage Act is also not violated.
2	Based on the biometric attendance fetched from AEBAS installed at the EIRCC /Early Intervention and Rehabilitation Centre for Children and verified by the authorized officers/officials of the BMC, the Service Provider Agency shall disburse the monthly salary directly into the bank account of its employees by 7th of next month. All the payment to the workers to be made by the agency through bank transactions only. Cash payment shall be treated at par with non-payment of wages. The Service Provider Agency is also required to issue pay slips to all employees every month.
3	There shall be pro-rata deduction for any wilful absence of ancillary Staff.
4	The Service Provider Agency staff shall work under supervision, direction, and overall administration of BMC.
5	The employees of the service provider should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
6	The Service Provider Agency shall provide linen to manpower employed to work at Early Intervention and Rehabilitation Centre for Children as per category. The expenditure will be borne by the service provider. The service provider shall provide sufficient sets of uniforms to their workers and shall ensure that they wear them all times and maintain them properly. The agency will be required to ensure that the deputed personnel come in the uniform and protective covers as prescribed by the Centre for the outsourced employees. Washing & maintenance of these uniforms and protective covers will be borne by the service provider agency.
7	The staff shall be issued identity cards bearing photographs attested by BMC. The staff shall wear an identity card properly displayed which shall be provided by the Agency at its own cost.
8	The manpower deployed shall be punctual and reach BMC's premise/ designated premise on the time defined by the BMC, prior information shall be given to the BMC for any delay/ absence. In case, a deployed person comes late/leaves early on three occasions, one-day wage shall be deducted.
9	The Service Provider Agency has to make their own arrangement for the stay of their workforce in a nearby area.
10	No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the BMC.
11	The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the BMC. The deployed manpower shall get the benefit of holidays as notified/ declared by the BMC. However, outsourced manpower has to work on holidays, if necessary and required based on demand of work.
12	Storing/Supply/Sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Early Intervention and rehabilitation Centre for children. Any breach of such restrictions by them will attract deterrent action against the Service Provider Agency as per statutory norms
13	No deployed manpower shall be allowed to stay in the BMC's premises/ designated premise unnecessarily after working hours without BMC's permission.
14	The Service Provider Agency shall assure the payment to employees on or before 7th working day of the month, payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made. Any such incidents may lead to penalties on the Service Provider.

15	Outsourced employees shall be registered under AEBAS installed at the Early Intervention and rehabilitation Centre for children. Employees shall be paid the wages strictly as per biometric attendance marked by them.
16	All the grievances and payment related issues of the outsourced staff shall be addressed by the agency through its supervisor only. No grievance shall be addressed to any of the Officers of the BMC. If the grievance of outsourced staff needs intervention of the BMC authority, it shall not be entertained except when forwarded by the Agency with its comment.
17	The Service Provider Agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the hospital. In case of any legal implications arising due to the contract, the Agency will be solely responsible and shall bear all the expenses to settle up the dispute.
E	<u>Quoted Rate & Payment:-</u>
1	The monthly rate quoted for each category of personnel outsourced under this contract and the total cost of the Contract shall be valid for the contract period/ extended contract period. No price escalation, other than due to minimum wages / levies revision, shall be entertained by the BMC during the period.
2	No advance towards any service will be made to the Service Provider. All payments will be made against valid invoices/bills through banking channels after deduction of income tax as per the provision of Income tax Act 1961 The invoices/bills should be raised on a monthly basis by the Service Provider in view of manpower provided by him during the month. The payment shall be made as per the financial quotes submitted by the Service Provider Agency and accepted by the BMC. Upon payment of the salary/wages, the Service Provider Agency will have to submit the bill in duplicate complete in all respects; endeavour shall be made to make the payment to the agency within thirty days from the date of submission of the bill completed in all aspects.
3	While submitting the bill for the month, the Service Provider Agency must enclose the following documents: - a. Details of payment of wages (Basic + Special Allowance + HRA) credited to the Bank Account of workers / RTGS (Monthly wages bank statement). b. Proof of payment of ESIC contribution employee wise along with challan (Monthly). c. Proof of payment of EPF contribution employee wise along with challan (Monthly). d. Proof of payment of other statutory component contributions employee wise along with challan. f. A certificate that he is complying with all the applicable Statutory Labour Laws. g. Attendance sheet / Computerized printout of Biometric Attendance Sheet duly verified by authorized person of BMC in respect of the persons deployed for the billing month, along with salary sheet for the billing month.
4	Payment will be subject to verification of proof of payment of Service Provider Agency of services provided and statutory dues and observance of other statutory compliance. No other charges or claims on any account shall be payable by the BMC and also shall try to release the payment as stipulated above, however, no interest shall be payable if the payments are delayed on any ground which may please be noted.

5	Agency would also provide a salary slip to each personnel deployed by them at EIRCC every month and the salary slip should display following details. Name of the Agency Name of the employee Employee code (Issued by Agency) ESI number of employee EPF number of employee Wages details in all respect (Refer Annexure B)
F	LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE:
1	<u>Penalty Clause</u> For absenteeism of any person provided on any one day, no penalty will be imposed for two such instances in a month but as per the Principal of “No Work No Pay” a proportionate payment for absenteeism of the said person will be deducted from total monthly payment. However, on the third such occasion till ninth such occasion, additional penalty of Rs. 500/- for ancillary staff will be levied on the service provider. The person who wishes to remain absent for any reason should inform the EIRCC Authorities in advance and the service provider will be duty bound to make alternate arrangements in his place holding the same qualification.
2	If any outsourced staff is not found in proper uniform and or not displaying photo identity card, a penalty of Rs. 500/- instance shall be deducted from the Service Provider Agency's bill.
3	If any outsourced staffs are found indulging in smoking/drinking at the time of duty, a penalty of Rs. 500/- per instance shall be deducted from the Service Provider Agency's bill apart from administrative action as deemed fit by authorities.
4	If any outsourced staffs are found sleeping during duty hours, a penalty of Rs. 500/- per instance shall be deducted from the Service Provider Agency's bill.
5	If any outsourced staffs are found absent from the place of duty, a penalty of Rs. 500/- per instance may be deducted from the Service Provider Agency's bill apart from termination of staff.
6	If the behaviour of any outsourced Staff is found harsh/rude and non-cooperative towards patients/attendants/staff, a penalty of Rs. 300/- per instance shall be deducted from the Service Provider Agency's bill.
7	If any outsourced staffs are found performing the duty by concealing any fact, a penalty of Rs. 500/- per instance shall be deducted from the Service Provider Agency's bill apart from removal of staff and legal action deemed fit against the contractor and its employee.
8	If the Service Provider Agency fails to make payments to its workers through the Bank, the contract is liable to be terminated.
9	Employment of child labour will lead to termination of the contract.
10	Intentional and consistent delay in payment of salary/wages shall not be tolerated by BMC and a penalty of Rs. 10,000/- may be levied per day for delay in payment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
11	The Service Provider Agency shall ensure the payment of Wages as per the BMC's instruction. If it is established that the Service Provider Agency is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from legal action as deemed fit. If it is found that in spite of imposition of penalty, the agency is continuing the contravention of Payment of Wages Act, 1936 and Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, the Contract shall be terminated.

12	The competent authority of BMC may decrease, waive off or enhance the penalty prescribed in these Clauses depending on the past performance of the Service Provider Agency and the decision of competent authority shall be final with regard to imposition of penalty.
G	<u>Indemnity:-</u>
1.	The Service Provider Agency shall keep the BMC and all officials of the BMC indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor. The Service Provider Agency shall keep the BMC and all officials of BMC, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of Service Provider Agency's employees or by any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non- implementation of various provisions of statutory requirements
2	The Service Provider Agency shall keep the BMC, their officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands, whatsoever including claim under the workmen's compensation Act 1924, their officer or servants may sustain, incur or become liable to pay by reason in consequence of any injury to any person or to any property either belonging to the Employer whether resulting directly through any accident or otherwise to life or property. The Indemnity Bond and the agreement regarding the works shall be in the form, which may be prescribed by the Municipal Commissioner and shall be executed by the Service Provider Agency within one month from the receipt of acceptance letter by it.
3	The Service Provider Agency shall keep the BMC indemnified against all claims arising out of his agreement including any loss, theft or damage. The Municipal Commissioner will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Municipal Commissioner to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract / service agreement, the contract shall be liable to be cancelled and security deposit will be forfeited. The personnel so deployed on the job for the various activities will be changed by the agency only with the approval of the concerned department.

SECTION 10:**SCHEDULE OF QUANTITIES AND RATES**

The work shall be carried out as per technical specifications and Scope of Work"

Sr. No.	Description of item	Qty	Unit	Cost Per unit	Total Cost
1.01	Supply Of 30 Unskilled MPL	30	Person	To be Filled Online	To be Filled Online
1.02	Supply Of 05 Semi-Skilled MPL	5	Person	To be Filled Online	To be Filled Online
Total					To be Filled Online

Note:-

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

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

Sr. No.	PACKET A Description of Document	Whether uploaded or not
i)	Valid Bank Solvency Certificate	
ii)	GST Registration Certificate.	
iii)	The 'PAN' documents and photographs	
iv)	Firm/Company/Sanstha Registration Certificate.	
v)	Chartered Accountant's Certificate for turnover of the Bidder/Service provider for preceding three financial years.	
vi)	Signed copy of Tender Document (SRM Copy)	
vii)	Valid Registration Certificate under ESIC Act 1948.	
viii)	Valid Registration Certificate under EPF & M Act 1952.	
ix)	Annexure – 01 Particulars about the Bidder/Service provider	
x)	Annexure – 02 Tender form	
xi)	Annexure – 03 Undertaking to be signed by the Bidder/Service provider (Affidavit)	
xii)	Annexure-4:- Statement of Legal Capacity	
xiii)	Annexure 5: PRO-FORMA for Statement of experience certificate	
xiv)	Annexure 5A: PRO-FORMA for Statement of List of experience	
xv)	Annexure 6: Authorization Letter for attending tender opening	
xvi)	Annexure 6A: Power of Attorney For Signing of BID.	
xvii)	Annexure 7: Details of Litigation History	
xviii)	Annexure 8: Declaration of the Contractor	
xix)	Annexure 9: Internal Grievance Redressal Mechanism	
xx)	Annexure 10: Form of Integrity Pact	
xxi)	Annexure 11: Details of Ancillary Staffs	
xxii)	Annexure- 12: Articles of Agreement	
xxiii)	Annexure A Irrevocable Undertaking	
xxiv)	Annexure B Rate Analysis	
xxv)	Annexure C Minimum Wages Circulars of BMC	
xxvi)	Special Annexure I	

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

ANNEXURE-1
Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

Particulars about the Bidder/Service provider

(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.
- 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) Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
- 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
Contact No:
Email ID**

ANNEXURE 2

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

Tender Form

(To be uploaded in PACKET A)

To,

The Municipal Commissioner

Municipal Corporation of Greater Mumbai

Sir,

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

14) Invitation to Tenderers

15) Instructions to Vendors participating in e-Tendering Process

16) Flow of activities of tender

17) Important General Conditions and Instructions to tenderers

18) Items Descriptions

19) Contract Agreement form (Proforma for Article of Agreement)

20) Annexures

21) ***Details of the Item Data in Mahatender :- (Rate to be filled by tenderer in commercial offer)***

22) Minutes of pre bid meeting,

23) Corrigendum if any

2. I / We have examined the details/ specifications of work to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the service referred to in the aforesaid documents, at the rate quoted for respective item in the item data in Mahatender.
3. I/We have paid Earnest Money Deposit (E.M.D. on line for **INR** and we are aware that this EMD shall not bear any till it is with BMC.)
4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I/we have offered our rates in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.500/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....

**Full Signature of the Bidder/Service
 provider with
 Official Seal and Address.**

1.
2.
3.
4.

Full Names and Residential Address
 of all the partners constituting

The firm:

1.

2.

3.

A/c. No.....

Name of the Bank.....

Name of the Branch.....

ANNEXURE- 3
Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

Undertaking to be signed by the Bidder/Service provider

(To be uploaded in PACKET A)

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on **non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.)** or Equivalent document.

AFFIDAVIT

To

The Municipal Commissioner

Municipal Corporation of Greater Mumbai

Sir,

“I/ we

(full name in capital letters, starting with surname, the Proprietor/ Managing Partner/Managing Director/ holder of Partner allowing of M/s...../ the Business/ establishment /firm/ registered company do hereby, in continuation of the terms and conditions undertaking the Tender form and agreed to by me/us give the following undertaking.

1. “I/We do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
2. I/Wedo hereby state and declare that I/we, whose names are given herein below in detail with the addresses, have not filled in this tender under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the tender for the aforesaid work.
3. I/Wehave filled in the accompanying tender with full knowledge of liabilities and, therefore, we shall not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.

4. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this tender is false or incorrect. I/we shall compensate the Municipal Corporation of Greater Mumbai for any such lapses or inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”
5. I/Wehereby confirm that I/We shall be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the tender after compliance of all the required formalities within the specified time.
6. I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered higher price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within BMC also in similar conditions.
7. I / We agree to comply with fulfil the requirements of all labour laws or other enactments applicable to this service and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC shall not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the service on or before the date specified by officer/ Engineer in his work order / indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

11. I/We..... hereby further state and declare that I/We are

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

12. I/We declare that:

- I/We have examined and have no reservations to the BID document, including any Addendum issued by the BMC
- I/We do not have any conflict of interest in accordance with clause conflict of interest clause
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the BID document, in respect of any tender or request for proposal issued by or any agreement entered into with the BMC or any other public sector enterprise or any government, Central or State; and
- I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of in of the BID document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice.
- I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause of the BID document.
- I/We believe that we/our Consortium / proposed Consortium satisfy (ies) the Turnover & solvency criteria and meet(s) all the requirements as specified in the BID document and are/is qualified to submit a Bid.
- I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of any other Consortium submitting Bids for the Project.
- I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory BMC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government/ BMC or convicted by a Court of Law.
- I/We further certify that no investigation by a regulatory BMC is pending either against us/any Member of the Consortium or against our/their Associates or against our CEO or any of our directors/managers/employees.
- I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification on terms of the provisions of this BID; we shall intimate the BMC of the same immediately.
- I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purpose of qualification under and in accordance with this BID, I/We shall inform the BMC forthwith along with all relevant particulars and the BMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to Financial Clause of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall be liable to be terminated without the BMC being liable to us in any manner whatsoever.
- The Statement of Legal Capacity as per format provided and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided.
- I/We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement; (only applicable if the consortium intends to form an SPV or forms an SPV). In case the bidder who can be an entity or a consortium of entities coming together choses to execute the project on a Joint & several liability basis as a consortium, the same shall be duly informed and duly notified to the Authority (BMC) and the contract agreement shall be accordingly signed.
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BMC in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

- In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - I/We have studied all the Bidding Documents carefully and also surveyed the project facilities. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
13. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC shall be at discretion to take appropriate action as its finds fit.
14. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC.
15. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.
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.
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.

(* Strike out if not applicable)

18. "I/We do hereby further undertake that, we have offered the best prices for the subject service work for services of diagnostic as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we shall 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 shall 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 shall be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

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

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

Full name and complete address with

Tel.No. & E-mail address of all partners (If applicable)

1. _____

2. _____

3. _____

Service provider

(Office Stamp)

WITNESS:

(1) Full Name

And Address

.....

Signature

(2) Full Name

And Address

.....

Signature

ANNEXURE -4
Statement of Legal Capacity

Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

Subject: Statement of legal capacity for “Outsourcing of manpower services”

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the BID document.

We have agreed that (Insert individual's name) has been duly authorized to submit the BID. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

NOTE: PRO-FORMA should be on the letter head of the Bidder/Service provider.

ANNEXURE -5

PRO-FORMA FOR STATEMENT OF Experience Certificate

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

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

Experience Certificate in respect of total supply of Man Power and value of the work order to Govt. / Semi Govt. / Public Sector Undertaking / Autonomous Body / Educational / Research Institutes / Universities / Large Corporate Super specialty Hospitals. (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 A
- Bidder 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 LIST OF EXPERIANCES

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

(For the period of last five years)

Specify services provided / supplied to the Govt. / Semi Govt. / Public Sector Undertaking / Autonomous Body / Educational / Research Institutes / Universities / Large Corporate Super specialty Hospital's. As shown below. (Use separate sheet, if necessary)

Tender No. : _____

Name& Address of the Tenderer: _____

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

Signature & seal of the Tenderer

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

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

ANNEXURE -6
AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

(To be uploaded in PACKET A)

No. _____

Date: _____

To,
The Municipal Commissioner,
B. M. C.

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized to present at the
time of opening of above tender due on _____ at 16:00Hrs on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

ANNEXURE -6 A
Power of Attorney for signing of Bid
Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on **non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.)** or Equivalent document.

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “” (the Project) proposed or being developed by the (the “BMC”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the BMC, representing us in all matters before the BMC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the BMC in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and / or till the entering into of the Contract Agreement with the BMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF,

For.....

(Signature, Name, Designation and Address)

Witnesses:

1.

2.

Accepted

Notarized

(Signature, name, designation and address
of the Attorney)

Notes:

●The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

●Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

●For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostils certificate.

ANNEXURE – 7
Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1
DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

(The above undertaking shall be submitted by the bidder **on Rs 500/- stamp paper**)

ANNEXURE –8

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

DECLARATION OF THE CONTRACTOR

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

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

I/We have gone carefully through tender/work specification and BMC terms and conditions and accepted the same.

We solemnly affirm that the Doctor/Technicians deployed by our Firm

_____ do possess the requisite necessary qualification and are competent to Run the Medical Equipment and its accessories. Any consequent loss / damage to the machine Or the patient due to improper handling of the equipment will be solely our responsibility.

Signature and stamp of BIDDER/SERVICE PROVIDER

ANNEXURE -9
INTERNAL GRIEVANCE REDRESSAL MECHANISM
Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

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

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

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

- 1) If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.
- 2) D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar.
- 3) The Committee for hearing grievances and passing orders will be constituted as follows;
 - (a) The Committee will comprise of D.M.C./ Director/ Jt.M.C. of tender inviting department and D.M.C./ Director / Jt.M.C. of the department for which tender is being invited. For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC (CPD) and DMC (PH).
 - (b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC (CPD) will be the members of the Committee. For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC (CPD).

In tabular format:

Tender inviting Department	Work belonging Department
DMC(CPD) or DMC/ Director / Jt.M.C. of concerned Department	Concerned DMC/ Director / Jt.M.C.

- 4) In case the work is pertaining to various departments then concerned DMC / Director/Jt.M.C. having major contribution of work will be one of the member of the Committee.
- 5) The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
- 6) If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

No application shall be maintainable before the redressal Committee in regard of any decision of the B. M.C. 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.

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

Full Signature of the tenderer
With Official Seal and Address

ANNEXURE – 10

FORM OF INTEGRITY PACT

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

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 "BMC" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----(Name of the company) represented by Shri -----, Chief Executive Officer / Authorised signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC

- 1.1 BMC commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 BMC will during tender process treat all service providers with equity and reason. The BMC before and during tender process provide to all service providers the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE SERVICE PROVIDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Service providers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit

or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BMC.

- 2.4 The Service providers/ Contractors will not enter with other service providers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Service providers / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the service providers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Service providers/ Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC
- 2.10 The Service providers / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Service providers / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Service providers / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

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

3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Service providers would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.

4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation /

rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Service providers/ Contractors from participating in future bidding process of BMC for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

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

9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

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

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

BMC BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

WITNESS-1(BMC) Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

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

ANNXURE-11
Details of Ancillary Staff

Tender No : EIRCC/465
Mahatender Id. : 2025_MCGM_1229447_1

Sr. No	Description	No. of Persons	Duty Timing	Qualification of Faculty	Job Description
A.	<u>UNSKILLED MPL</u> (Ward Boy (10) Ayabai (12) Sweeper (8))	30	8 am to 4 pm Monday to Saturday	10 th pass and as per BMC norms knowledge of Marathi. Age : 18-50 yrs	Duties as assigned to them in the departments where they would be posted. Assisting Doctors and patients during Therapy sessions: Keeping a check on requirements, the equipment's and maintaining the Departments in order. Duties as assigned to them in the departments where they would be posted. Assisting Doctors and patients during Therapy sessions. Managing the pantry and maintaining the Depts. in order Cleaning of the floors and toilet blocks. Handling the Bio-Medical Waste. Cleaning of indoors, passage as well as Outdoor area. Cleanliness in corridor & staircase & Patients working Areas & Waiting Areas.
B.	<u>SEMI-SKILLED MPL</u> (Liftman (4) Pump Man (1))	5	8 am to 4 pm Monday to Saturday	10 th pass, ITI or PWD License Holder as per BMC norms knowledge of Marathi. Age : 18-50 yrs	Managing the Lifts, Operating Water Pumps and Electrical Work as required. Operating pump as per water requirement

ANNEXURE- 12
Articles of Agreement

Tender No : EIRCC/465

Mahatender Id. : 2025_MCGM_1229447_1

Tender / Quotation

dated20.....

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

CONTRACT FOR THE WORK

This agreement made this day of
Two thousand Between

Inhabitants of Mumbai, carrying on business at

In Bombay under the style and name of Messrs "the contractor of the one part and Shri.

The Dy. Municipal Commissioner (CPD) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Dy. Municipal Commissioner (CPD) of the second part and the Brihanmumbai Mahanagarपालिका (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner with the approval of the ***Standing Committee /Mayor's/ Addl. Municipal Commissioner's/DMC's*** of the Corporation.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General conditions of Contract for works hereinafter referred to:-
- 2) ***The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.***
 - 1) ***Letter of Acceptance***
 - 2) ***The Contractor's Bid***
 - 3) ***Addendum to Bid, if any***
 - 4) ***Tender Document including***
 - a) ***The Bill of Quantities / Price Packet***
 - b) ***The specifications***
 - c) ***The General conditions of Contract***
 - d) ***The Special conditions of Contract***
 - 5) ***Final written submissions made by the contractor during negotiations, if any***
 - 6) ***All correspondence documents between bidder and BMC.***
 - 7) ***Integrity Pact***
- 2) In consideration of the payments to be made by the Commissioner to the contractor as

hereinafter mentioned the contractor hereby covenants with the Commissioner to supply, installation, Testing, Commissioning and CMC in conformity in all respects with the provision of the contract.

- 3) The Commissioner hereby covenants to pay to the Contractor in consideration of the supply, installation, Testing, Commissioning and CMC, the contract sum, at times and in the manner prescribed by the contract.

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

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

1) _____

2) _____

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

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

**Two members of the Standing Committee
Of the Brihanmumbai Municipal Corporation**

Witness _____

Municipal Secretary _____

**Contract examined with the Tender and Resolution of the Standing Committee No. _____
of _____ and found correct.**

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****Tender No : EIRCC/465****Mahatender Id. : 2025_MCGM_1229447_1**

Sr. No.	Description	%	Unskilled Rs.	Semiskilled Rs.
1	Basic pay		11,500.00	13,000
2	Special Allowance		9,100.00	9,100.00
3	Sr. No.1 + Sr.2 (Basic pay +Special Allowance		20,600.00	22,100.00
4	HRA on Sr. No. 3(Basic pay +Special Allowance	5.00	1,030.00	1,105.00
5	Total Salary per month (Basic+Spl Allowance+HRA)(3+4)		21,630.00	23,205.00
6	EPF (Up to Rs. 15000) on Sr. No. 3 (Basic pay+ Special Allo.)	13.00	2678.00	2873.00
7	ESIC (Up to Rs. 21000) on Sr. No. 5 Basic+Spl Allowance+HRA)	3.25	702.98	754.16
8	Bonus on Sr. No.3 Basic Pay +Special Allowance	8.33	1,715.98	1,840.93
9	Leave Encashment on Sr. No.3 (Basic Pay +Special Allowance)	7.00	1,442.00	1,547.00
10	Labour Welfare Fund		72.00	72.00
11	Gratuity on Sr. No.3(Basic pay +Special Allowance	4.00	824	884.00
12	Safety Equipment on Sr. No.5(Basic pay +Special Allowance+ HRA	4.00	865.20	928.20
13	Total of statutory components Rs.(5 To 12)		29,930.16	32,104.29
14	Service charge on Sr. No.5 (Basic+Spl All +HRA)	<u>X%</u>	XXXX.XX	XXXX.XX
15	Rate to be quoted in Item Data Sr. No. 15 = Sr. No. 13 + Sr. No. 14	Rs.	YYYYY.YY	YYYYY.YY

Note:-

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

ANNEXURE-C
Minimum wages circulars of BMC

बृहन्मुंबई महानगरपालिका
कामगार विभाग

क्र.प्रकाअ/०२
2025-2026

परिपत्रक

दि. २३.०४.२०२५

विषय:- बृहन्मुंबई महानगरपालिकेच्या घनकचरा व्यवस्थापन खात्यासहित विविध खाते/विभाग/रुग्णालयात 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 कार्यालयमार्फत निर्गमित केलेले दि. 20.02.2025 रोजीचे परिपत्रक
 - 3) परिपत्रक क्र प्रकाअ/०९ दि. 02.09.2020
 - 4) परिपत्रक क्र प्रकाअ/०६ दि. 19.01.2024
 - 5) परिपत्रक क्र प्रकाअ/०७ दि. 03.10.2024

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.क.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/०७ दि. 03.10.2024 अन्वये बृहन्मुंबई महानगरपालिकेच्या विविध खाते/विभाग/रुग्णालयात काम करणाऱ्या कंत्राटी कामगारांना दि. 01.07.2024 ते दि. 31.12.2024 या कालावधीकरिता मूळ वेतन रु.11500/- + विशेष भत्ता रु.8610/- असे मिळून एकूण रु.20110/- प्रतिमाह म्हणजेच रु.773.48 प्रतिदिन प्रति कामगार इतके वेतन देण्याबाबत नमूद केलेले होते.

कामगार उप आयुक्त (ग्रामीण विकास) व सक्षम प्राधिकारी, किमान वेतन अधिनियम 1948, मुंबई यांनी दिनांक 20.02.2025 रोजीच्या संदर्भ क्र. प्रा.वि./कि.वे.अ/वि.भ./2025(1)/कार्या-10 किमान वेतन अधिनियम 1948 अंतर्गत दि. 01.01.2025 ते दि. 30.06.2025 या कालावधीकरिता सुधारीत विशेष भत्त्याचा दर रु.9100/- प्रति महिना असे पुनःनिर्धारित करून प्रसारीत केलेला आहे. त्यानुसार महापालिकेच्या घनकचरा व्यवस्थापन खात्यासहित विविध खाते/विभाग/रुग्णालयात काम करणाऱ्या अकुशल कंत्राटी कामगारांना दि. 01.01.2025 ते दि. 30.06.2025 या कालावधीकरिता मूळ वेतन रु.11500/- + विशेष भत्ता रु.9100/- असे मिळून एकूण रु.20600/- प्रतिमाह म्हणजेच रु.792.30 प्रतिदिन प्रति कामगार इतके वेतन अधिक (+) 49.58% लेव्हीचे अधिदान परिपत्रक क्र.प्रकाअ/०९ 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/रुग्णालयात काम करणाऱ्या अकुशल कंत्राटी कामगारांचे किमान वेतन उपरोक्त कालावधीत वरीलप्रमाणे देणे अनिवार्य आहे. सदर परिपत्रकातील सूचनांची अंमलबजावणी पुढील सत्रातील कंत्राटी कामगारांच्या किमान वेतनाबाबतचे परिपत्रक निर्गमित होईपर्यंत काटेकोरपणे करण्यात यावी आणि पुढील सत्राचे परिपत्रक निर्गमित झाल्यावर किमान वेतनातील फरक तपासून त्याप्रमाणे अकुशल कंत्राटी कामगारांना वेतन देण्यात यावे.

सदर परिपत्रकास अधिकाधिक प्रसिध्दी द्यावी. सदर परिपत्रकाची प्रत महानगरपालिकेच्या <http://hr.circular.mcgm.gov.in/hr/circular/GAD/Ch%20lo> या संकेतस्थळावर उपलब्ध आहे.

सही/- २४.०२.२०२५ (सुनिल तु. जांगळे) प्रमुख कामगार अधिकारी	सही/- २३.०३.२०२५ (किशोर गांधी) उप आयुक्त (सा.प्र.)	सही/- २६.०३.२०२५ (डॉ. अश्विनी जोशी) अतिरिक्त महानगरपालिका आयुक्त (शहर)	सही/- २८.०३.२०२५ (अभिजीत वांगर) अतिरिक्त महानगरपालिका आयुक्त (प्रकल्प)	सही/- २२.०४.२०२५ (गूषण रागराणी) महानगरपालिका उप आयुक्त
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प्रत:- ----- माहिती व पुढील योग्य त्या कार्यवाहीसाठी रवाना.

ली उद्देशाने
२३.०४.२०२५
प्रमुख कामगार अधिकारी शाजक रित्ता