

Tender for “Providing cleaning Services to Various Dispensaries, Health Post and Special Hospitals of MCGM on outsource basis for a period of two years” Bid No :- 7100107772 Tender No :- Dy.Ch E /CPD / 46 / TDR / AE 4 of 2018-2019

The Tender which includes

- 1) Scope of Work**
- 2) Terms and conditions**
- 3) Commercial : (Cost Estimates)**
- 4) Disclaimer**

For Your Feedback:-

You can mail us at ae04.cpd@mcgm.gov.in with subject as “Providing cleaning Services to Various Dispensaries, Health Post and Special Hospitals of MCGM on outsource basis for a period of two years” Note:- The end date of feedback is up to 26.02.2018 For Your Feedback please click below link <http://www.linkedin.com/pub/cpd-mcgm/63/80/532> Please Read Disclaimer Section.

MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT
566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011



**TENDER DOCUMENT FOR “Providing cleaning Services to Various
Dispensaries ,Health Post and Special Hospitals of MCGM on outsource
basis for a period of two years**

**FOR
M.C.G.M.
MUMBAI**

PROCUREMENT PLAN COPY .Not to upload in SRM

1. E-TENDER NOTICE
MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT
566, N.M. JOSHI MARG, MUMBAI - 400 011.

Sub:- E-TENDER NOTICE FOR Providing cleaning Services to Various Dispensaries, Health Post and special hospitals of MCGM on outsource basis for a period of two years

No Dy CH E / CPD / 46 / TDR / AE 4 of 2018-2019

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

All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process and obtain Login Credentials to participate in the Online bidding process. However, bidder who have been debarred / blacklisted **till the bidding period** by MCGM/Central Govt. /State Govt. / Public Sector Undertaking / any other Local Body, cannot participated in bidding process. The details of the same are available on the above mentioned portal under 'Tenders'. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra. MCGM has also opened a Help-desk at the CPD's office to help the vendors in this regard. The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	E-Tender Price	EMD	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	<u>Providing cleaning Services to Various Dispensaries, Health Post and Special Hospitals of MCGM on outsource basis for a period of two years</u> Bid No. 7100107772 Tender No. Dy. Ch E/CPD/46 /TDR/AE 4 of 2018-2019	Rs 7000/- + 2.5% CGST+2.5%SGST	Rs 5,00,000/-	15 .02.2018 at 16.00 Hrs	14.03.2018at 16:00 Hrs

The pre-bid meeting will be held on 27.02.2018 at 2.00 pm, venue of the same is at 2nd Floor Conference Hall AMC(WS)'s office, Municipal Head Office ,Annex Bldg ,Mahapalika Sabhagarh Marg Mumbai 400 001.

Note :- Bidders /Service Provider has to visit at individual site / Location to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the different Dispensaries, Health Post and special hospitals well before submitting the rates in the item data of SRM system

The Line item is created. Bidders are requested to quote rate as follows

***** Providing Cleaning Services to Dispensaries, Health Post and special hospitals (as mentioned in the item data) @ Rs per sq ft. per Month .**

The services required in one shift for dispensaries and Health Post and for special hospitals the working shifts are indicated in the item data

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 MCGM exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

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

The tenderer shall have to **pay EMD of Rs. 5,00,000 /-** through on line payment only.

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

Authority (MCGM) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of 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.

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

**By Order of the
Commissioner of Municipal
Corporation of Greater Mumbai**

**Sd/-
Dy. Chief Engineer (CPD)**

For detailed tender document please scroll down

Tender for Providing cleaning Services to Various Dispensaries, Health Post and special hospitals of MCGM on outsource basis for a period of two years

Bid No. 7100107772

2 - HEADER DATA

E-Tender No.	Dy.Ch.E/CPD/TDR/ 46 / AE 4 of 2017-2018
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	<u>Providing cleaning Services to Various Dispensaries ,Health Post and Special hospitals of MCGM on outsource basis for a period of two years</u>
Estimated Cost	-----
Scrutiny fee of E-Tender	Rs 7000 +(2.5% CGST+2.5 % ,SGST)
Earnest Money Deposit	Rs 5,00,000 /-
Pre Bid Meeting	<u>On 27.02.2018 at 14.00 Hrs.</u> <u>Venue- 2nd Floor Conference Hall AMC(WS)'s office, Municipal Head Office ,Annex Bldg ,Mahapalika Sabhagarh Marg Mumbai 400 001.</u>
End Date and Time of Bid Submission	<u>14.03.2018 up to 16.00 hrs.</u>
End date & time for receipt of EMD	<u>14.03.2018 up to 16.00 hrs.</u>
Opening of Packet A	As mentioned in Header data of Bid in SRM
Opening of Packet 'B'	
Opening of Packet C	
Address for Communication	Office of Dy.Ch. E.(C.P.D.) <u>566, N.M.JOSHI MARG, BYCULLA (WEST), MUMBAI – 400 011</u> Tel. No. 022-23083161 Ext 219
Venue for opening of bid	Same as above

This tender document is not transferable

3 Instructions to Vendors participating in e-Tendering Process

1.	The e-Tendering process of MCGM is to be enabled through its Portal 'http://mcgm.gov.in'										
2.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of MCGM Portal.										
3.	All the information documents are published under the 'e-Procurement' section of MCGM Portal.										
4.	All the interested vendors are required to be registered with MCGM for e-Tendering process. Vendors not registered with MCGM can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of MCGM Portal. Vendors already registered with MCGM need to contact helpdesk to extend their registration to e-Tendering process.										
5.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.										
6.	As MCGM has switched over to e-Tendering process, if any reference in this tender document is found as per manual bidding process like Packet A,B,C etc., the same may please be ignored. All documents that are required to be submitted as part of eligible & technical bid need to be uploaded in the folders provided for this purpose and commercial bid need to be filled in online.										
7.	Affixing of digital signature at any one place, in the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.										
8.	All the documents and data uploaded by vendors will have to be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the vendors who intend to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type.										
9.	<u>Digital Signature Certificates:</u> Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.										
10.	The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.										
11.	In order to participate in an e-Tender, the registered vendors need to follow the steps given below. <table> <tr> <td>a.</td><td>Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.</td></tr> <tr> <td>b.</td><td>Download the 'Browser Settings' document and carryout the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.</td></tr> <tr> <td>c.</td><td>Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.</td></tr> <tr> <td>d.</td><td>Make payment of Tender price online and download the tender document and other relevant information documents.</td></tr> <tr> <td>e.</td><td>Pay EMD and other charges, wherever applicable, as per the instructions given</td></tr> </table>	a.	Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM portal.	b.	Download the 'Browser Settings' document and carryout the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able work with e-Tendering application.	c.	Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.	d.	Make payment of Tender price online and download the tender document and other relevant information documents.	e.	Pay EMD and other charges, wherever applicable, as per the instructions given
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	in the Tender Notice and / or Tender Document.
f.	Upload the administrative & technical bid documents. System will prompt for digital signature certificate while uploading the document.
g.	Ensure that documents are uploaded properly after downloading them.
h.	Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
i.	The administrative, technical and commercial bids can be submitted only online and before the due date and due time mentioned for submission of bids.
j.	The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, care should be taken to delete the old version.
k.	<u>Ensure that your bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.</u>
12.	Vendors should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
13.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Vendors should scan all the required original documents before uploading the same.
14.	Additional information can be availed by referring to FAQs in the e-Procurement section of MCGM portal.
15.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 from 11.30 AM to 5.00 PM on all working days of MCGM.
<p><u>SPECIAL NOTE :</u></p> <p>TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON MCGM PORTAL (http://mcgm.gov.in).</p> <p>All interested vendors, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement”</p> <p>For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e- Mudhra.</p>	

4. FLOW OF ACTIVITIES OF TENDER

1. Issue of Tender notice in the newspapers and tender notice along with tender documents on M.C.G.M. Portal.
2. Tenderer shall note that any corrigendum issued regarding this tender notice will be published on the MCGM Portal only. No corrigendum will be published in the local newspapers.
3. Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Tender section of M.C.G.M Portal after paying online requisite tender price.
4. Pay E.M.D.on line on or before the due date and time prescribed.
5. Simultaneous, on line submission, of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.4 of this tender document.
6. Administrative offer, i.e. Packet 'A' and technical offer i.e. Packet "B "will be opened online on the due date and due time as stated in the Header Data in SRM.
7. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer (i.e. responsive in Packet A) will be opened online.
8. Commercial bids i.e. Packet 'C' of only those bidder who are found to be responsive in the technical offers (i.e. responsive in Packet B), as decided in tender committee meeting will be opened online.
9. Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
10. After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
11. Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of 30 days from the date of receipt of Acceptance Letter by successful bidder.
12. **Providing cleaning Services to Various Dispensaries ,Health Post and Special hospitals of MCGM on outsource basis for a period of two years** described in the specifications and as per terms & conditions.

5. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexure”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is Two years subject to annual performance appraisal or till the vacancies are filled up whichever is earlier from date of acceptance.

Eligibility Criteria

1.	<p><u>Who can quote :-</u></p> <p>a) Only the reputed agencies: Limited company or Private limited company registered under the companies act 1956, Government and semi govt. units who have executed work of similar nature and value under single contract in hand /on going (i.e providing housekeeping, cleaning in central govt., state govt, PSU any govt. local bodies) are qualified to fill and submit tender. The tenderer should have registered /branch office in Mumbai. The company /agency should upload OHSAS/SA/Equivalent certificate for housekeeping quality.</p> <p>b) <u>Turnover :-</u> The Average annual turnover of the bidder during last three financial years shall be <u>minimum Rs 25,00,000/-</u> For turnover evidence (of bidder) in the form of Certificate issued by Auditors of the Firm/ Chartered Accounting of Firm / Copies of last three years of Income Tax returns shall be uploaded in support of turnover (PACKET A)</p> <p>c) <u>Experience :-</u> The tenderer should have minimum three year experience in doing similar nature of work and have successfully completed / ongoing works for the same (<u>should be executed to minimum 75 % on or before the due date</u>) within past 5 years. Tenderer should upload the copy of the same. <u>One similar work of value equal to Rs. 20 Lac or more</u> (i.e. minimum 80 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings /Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. OR <u>Two similar works of value equal to Rs.15 Lacs each or more</u> (i.e. minimum 60 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings /Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. OR <u>Three similar work of value equal to Rs. 10 Lacs each or more</u> (i.e. minimum 40 % of the turn over value) from any Govt./Semi- Govt./PSUs/Govt. Undertakings /Large Corporate hospitals (medical educational institute or Super specialist Hospitals) in last five years. . Bidder shall provide certified copies of the Executed service orders/Work Orders along with completion certificates/ for ongoing works in support of the experience as provided in this clause..<u>Statement of Experience Certificates</u> shall be uploaded during the submission of the tender (Annexure-5 and 5 a)</p> <p>d) The tender shall be uploaded by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet ‘A’.</p>
2.	<p><u>Where and how to submit the tender</u></p> <p>The tender documents with details as specified in the pro-forma in Annexure must be submitted online in tender section of M.C.G.M. as per the instructions available on M.C.G.M Portal for online submission of e- tender.</p>

3.	<p><u>The Three Packets system</u></p> <p>The Service Provider should upload tender in three packets system as below.</p>																																		
(A)	<p><u>Bidders Folder :- Packet – ‘A’:</u></p> <p>The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of bid submission</p>																																		
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17)	Annexure A :- Affidavit for Antiprofitteering” on Rs 500/- Stamp paper along with details of the HSN/SAC Code (as applicable) and % of GST Taxes.																																		

	<p>Note :- ** All the documents uploaded in Packet ‘A’, Packet ‘B’ & Packet ‘C’ should be digitally signed.**</p> <p>Annexure only for information: (Not to upload in Packet A)</p> <p>01) List of the Bank (Annexure –08)</p> <p>02) Grievance redressal mechanism (Annexure –09)</p> <p>Note :- If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self-attested, signed, scanned copies of the documents asked for.</p> <p><u>Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet ‘A’.</u></p>
(B)	<p><u>Bidder’s Folder :- Packet ‘B’</u></p> <p>The tenderer shall not disclose / quote the rate of the items in Packet – ‘B’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.</p> <p>The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission.</p> <p><u>Technical Documents Packet B</u></p> <p>1) Performa for Service Provider (Annexure – 4)</p> <p>2) Past performance/ experience certificate. (Annexure – 5 and 5 a) Past Performance or Experience Certificate should be in the name of Bidder.</p> <p>3) Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc.</p> <p>4) Bidder may also required to upload Quality Control Certificate from appropriate authority.</p> <p>Note :- If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self attested, signed, scanned copies of the documents asked for.</p> <p>Also it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non submission of documents in packet “B”</p>
	<p><u>NOTE 1: All the documents in Packet ‘A’ ,Packet B and C should be uploaded in P.D.F. Format only.</u></p> <p>The documents which are uploaded in Packet A, Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, MCGM may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A, Packet B and folder ‘C’ the same will be accepted by imposing penalty of Rs.2000 per document</p> <p><u>Administrative and Technical Bid will be opened on</u> the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet ‘A’ and technical documents in Packet “B” and are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.</p> <p>The Bidder shall be required to upload original copies of the relevant documents / evidences in support of technical ability for technical evaluation.</p> <p>A substantially responsive bid shall be one that meets the requirements of the bidding</p>

	document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened
	<p><u>Packet - 'C'.</u></p> <p>The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. Packet 'C' will be automatically generated as per item data. Tenderer(s) should fill Item wise rate for the items mentioned in the Item data tab.</p> <p>The Allotment of services shall be decided on lowest bidder of respective Item .</p> <p>Note-2:- While quoting the rates, it must be inclusive of GST and all other taxes, duties as applicable.</p> <p>a) Selection of Tenderer :- <u>This tender is Item wise Tender .The Service Provider/ Bidder can participate in Single and or in multiple items.</u></p> <p>Evaluation shall be done and allotment of services shall be decided on Item wise. Accordingly the <u>Lowest Service Provider</u> will be appointed for <u>Cleaning services to Dispensaries Health Post and Special Hospitals of MCGM for a span of Two Years.</u></p>
4.	<u>Documents to be uploaded</u> :- All required Original document (or self Attested Photocopies of specific documents) shall be scanned & uploaded.
5.	<p><u>Procedure for the opening of the tender Packet</u></p> <p>Packet 'A' will be opened online on the due date and due time as stated in the header data in SRM when the tenderer or his authorized representative will be allowed to remain present.</p> <p>Packet " B " will be opened only if the administrative offer in Packet 'A' is acceptable. Packet "C" will be opened only if Administrative offer in Packet 'A' and technical offer in Packet " B" is found acceptable In case Administrative offer and technical offer in Packet 'A' and Packet " B" is found non acceptable or found incomplete the Packet 'C' will not be opened and offer will be kept out of consideration. The date and timing of opening of packet "B" and "C" will be intimated to the responsive Tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>
6.	<p><u>Authentication for documents</u></p> <p>The responsibility to produce correct and authentic-documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof.</p>
7.	<p><u>Translation of certificates</u></p> <p>If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>
8.	<p><u>Sign and seal:</u></p> <p>Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <p>i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.</p> <p>ii) If a tender is submitted by a partnership firm, it shall be digitally signed by</p>

	<p>person/partner holding the power of attorney on behalf of the said firm or authorised representative only.</p> <p>iii) If a limited company/ Sansthas /Societies /Trust submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.</p>
9.	<p><u>Paying E.M.D.</u> The tenderer shall have to <u>pay EMD of Rs :- 5,00,000/-</u> through on line payment only <u>.No exemption is allowed.</u></p>
10.	<p><u>Refund of E.M.D.</u> The EMD shall be refunded to the unsuccessful tenderers in due course of time. However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the B.G.5% contract deposit for due execution of the contract. OR</p> <p>The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM.</p> <p>The EMD of contractors, who have submitted BG in lieu of 5% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.</p>
11.	<p><u>Pre-bid Meeting :-</u></p> <p>The pre-bid meeting will be held on <u>27.02.2018 at 2.00 pm, venue of the same is at 2nd Floor Conference Hall AMC(W.S)'s office, Municipal Head Office ,Annex Bldg ,Mahapalika Sabhagarh Marg Mumbai 400 001.</u></p> <p>The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by MCGM exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.</p>
12.	<p><u>Name of Partners</u></p> <p>All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>
13.	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p> <p>(A) If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</p> <p>(B) If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (A) including similar action against the firms/establishments concerned.</p>

	<p>(C) If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13(A) or 13(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
14.	<p><u>Contract deposit value</u></p> <p>Successful tenderer shall have to pay a contract deposit @ 5% of contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai valid for two and half year as same will be retained up to 6 months after completion of contract period.</p> <p>The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.</p>
15.	<p><u>Execution of written contract</u></p> <p>In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All such power of attorney must be registered in the office of the Chief Accountant and/or Dy.Ch.E(C.P.D.) should be informed accordingly.</p> <p>In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy.Ch.E. (C.P.D.) should be informed accordingly.</p> <p>Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 30 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender Further a Fine of Rs 1000/- per day will be imposed to the bidder for maximum period of 30 days for submission of contract document. After that their EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
16.	<p><u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.</p>
17.	<p><u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
18.	<p><u>Variation in rate</u></p> <p>Tenderers shall fill in the tender carefully after noting the scope of work of the required services. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
19.	<p><u>Firm price:-</u></p> <p>The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable. If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.</p>

20.	<p><u>Contradictory Clause in tender</u></p> <p>Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
21.	<p><u>Alternative clauses in tender.</u></p> <p>No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>
22.	<p><u>Validity :-</u>The validity of the offer should be for at least 90 days from the date of the opening of the tender. Tenders specifying validity less than 90 days shall be rejected outright.</p>
23.	<p><u>Bidders address:-</u>The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per format given in Annex - 1</u></p>
24.	<p><u>Tender Price:</u> Tender Price as mentioned in tender notice is to be paid on line and shall not be refundable.</p>
25.	<p><u>Service /Work Order:-</u>The user department will place the service orders as and when required</p>
26.	<p><u>Contract:-</u></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the MCGM and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p><u>Language:-</u> All notices ,certificates ,correspondence or other communications under or in connection with this contract document ,the project and all works shall be in English and Marathi</p> <p><u>Tenderer must distinctly understand:</u></p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.</p> <p>The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.</p>
27.	<p><u>Contract Postponement:-</u></p> <p>Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Municipal Corporation of Greater Mumbai having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.</p>
28.	<p><u>Acceptance of Tender</u></p> <p>The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the</p>

	condition of tender without assigning any reasons.
29.	<p><u>Acknowledging communications</u></p> <p>Every communication from the Dy.Ch.E.(C.P.D.), Municipal Corporation of Greater Mumbai 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.</p>
30.	<p><u>Jurisdiction of courts</u></p> <p>In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.</p>
31.	<p><u>Taxes and Duties</u></p> <p>1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that MCGM will not bear any additional liability towards payments of any Taxes & duties.</p> <p>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.</p> <p>3. Rates accepted by MCGM 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.</p> <p>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 MCGM. Further, all the provisions of GST Act will be applicable to the tender. For compliance of the same, the bidder/tenderer shall upload the undertaking as per annexure A (in packet A)</p>
32.	<p><u>Information regarding payment</u></p> <p>Payment will be made within 30 days from the date submission of the bills thereof and only submission of all documents for execution of contract.</p> <p><u>Service provider will have to submit his bill on monthly basis along with following documents:</u></p> <ol style="list-style-type: none"> 1) The bills have to be accompanied by exact data on personnel employed and the deployments have to be certified by authorized official of MCGM. 2) Particulars of the personnel engaged are required to be submitted to MCGM 3) The bidder has to ensure that all personnel deployed have valid bank account and payment to their account every month and certified copy of payment has to be along with bills. 4) Bidder shall provide IP numbers allotted by ESI authorities for each and every personnel deployed by them at MCGM against this contract. 5) Bills in detail may be drawn as per column given below: - Basic , VDA, ESI, EPS , GST 6) Salary slips /statement issued to all the workers/supervisors engaged showing complete details of wages paid i.e. number of days, rates of wages and deductions under various heads including ESI, EPF contribution. 7) The service provider has to submit an affidavit on non-judicial stamp paper of Rs.100/-

	<p>that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bill.</p> <p>8) Copies of paid challans in respect of ESI, EPF contribution and GST (if applicable) in respect of specifically for manpower deputed in the Institute rather than consolidated challan of payment of various contracts/works.</p> <p>9) The service provider shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per acquaintance roll and all labour laws obligations have been complied with including payment of overtime allowance in order to confirm the correctness of payment accounts to right party.</p> <p>Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by MCGM in Mumbai jurisdiction. Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the service provider/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in MCGM records. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.</p>
33.	<p><u>Rejection</u></p> <p>If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
34.	<p><u>Penalty</u></p> <p>If the successful tenderer fails to comply with work/purchase order within the Service delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-</p> <p>To recover from contractor as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.</p> <p>OR To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost</p> <p>OR To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p><u>Operational Penalty :-</u></p> <p>(a) The tenderer shall provide the required Ancillary services within the period of 30 days from receiving demand order. However, for any delay will attract penalty of Rs. 1000/- per day.</p> <p>(b) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, will attract penalty of Rs.1000/- per day per person.</p> <p>(c) if Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider Agency and Person misusing / misconducting the MCGM Personnel and its property, the penalty of Rs. 1000/- per day per incident will be</p>

	<p>charged and deducted from the bill presented for payment by the service provider.</p> <p>(e) In case of using substandard material /material of different brand than specified in Annexure, the penalty of Rs. 500/- per day per incident will be charged and deducted from the bill presented for payment by the service provider.</p> <p>(f)The tenderer shall ensure that there is no complaint from such outsourced person about non- payment of wages / dues if so same shall be attended in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value.</p>
35.	<p><u>Consequence of Substandard /Short supply of Man power</u></p> <p>Tenderer shall have to provide replacement for outsourced man power which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned dept. and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Municipal Corporation.</p>
36.	<p><u>Blacklisting:-</u> The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/ Information OR</p> <p>iii) In case of non execution of the services, non-supply of required man power or supply of non qualified / untrained man power.</p>
37.	<p><u>Payment of legal and stationery charges.</u></p> <p>These charges are to be paid by the successful bidder on receipt of acceptance letter for Providing cleaning Services as per the prevailing circular.</p>
38.	<p><u>Stamp duty</u> :- The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.</p>
39.	<p><u>Amendment to tender documents</u></p> <p>Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of MCGM. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'</p>
40.	<p><u>Secrecy</u> :-The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.</p>
41.	<p><u>Compliance with security Requirement</u></p> <p>The Contractor shall strictly comply with the security Rule of the MCGM in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from MCGM for entry into the premises.</p>
42.	<p>The services mentioned in item data are based on the requirement of user department.</p>

43.	M.C.G.M. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/-. The details of 'Procurement Redressal Committee' are given in Annexure-09
44.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
45.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. 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 agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."
46.	Tenderer Participating in this bidding process have to furnish the details annex –1
47.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
48.	<u>Risk & Cost :-</u> In case, the Service provider, shall at any time during the continuance of these presents fail to provide the cleaning services satisfactorily, as per the prescribed time as herein provided or in case, shall fail at once to replace any man power that may have been rejected as herein provided with other, of approved standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which include 15% Administration Cost, shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation.
49.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
50.	Bidder shall not have been debarred/ black listed by M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of MCGM / if it is brought to the notice of MCGM during the currency of this contract, that any disciplinary/penal action is taken against the bidder due to violation of terms and conditions of the tender allotted to Bidder which amounts to cheating /depicting of malafide intention anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as it finds fit.
51.	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
52.	The services should be available in General shift for ward wise dispensary & health post and in one/three shifts for special hospital as per the requirement of user department. These services are also be made available on holiday or any public holiday as per the need of user department

53.	<p><u>Fraud and Corruption:-</u></p> <p>MCGM requires that Service Provider must observe the highest standard of Ethics during the execution of contract. In pursuance of this policy ,MCGM defines ,for the purpose of this provisions ,the terms set forth as follows:-</p> <ol style="list-style-type: none"> 1) “Corrupt Practice” means offering, giving receiving or soliciting of anything of the value to influence the action of MCGM in contract executions. 2)“Fraudulent Practice” means a miss presentation of the facts , in order to influence a procurement process or execution of contract ,to MCGM and includes collusive practice among bidders (prior to or after proposal submission) designed to establish proposal prices at artificially high or non competitive level and to deprive MCGM of benefits of free and open competition. 3)“ Undesirable practice” means (i) establishing contract with any person connected with or employed or engaged by MCGM with the objective of canvassing ,lobbying or in any manner influencing or attempting to influence the selection process , or (ii) having a Conflict of interest. 4)“Restrictive practice” means forming cartel or arriving at any understanding or arrangement among bidders with objective of restricting or manipulating a full and fair competition in Selection process. 5)“Coercive Practices” means harming or threatening to harm directly or indirectly ,person or their property to influence their participation in the execution of contract. <p>If it is noticed that the service provider has indulged into the corrupt /Fraudulent / Unfair/ Coercive Practices, it will be sufficient ground for MCGM for termination of the Contract and initiate blacklisting of the service provider.</p>
54.	<p><u>Resolution of Disputes :-</u> MCGM and the Service Provider shall make every attempt to resolved the disputes amicably ,by direct information , negotiations of any disagreement or dispute arising between them under or in connection with this agreement .All differences disputes arising under and out of these present, or in connection with this agreement shall be referred to the Hon. Municipal Commissioner of MCGM as a sole Arbitrator ;under the provisions of the Arbitration and Reconciliation Act of 1956 and decision shall be final and binding on the parties.</p>
55.	<p><u>Limitation of Liability towards MCGM:-</u> The Service Provider’s liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to MCGM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to MCGM on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person/ persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.</p>
56.	<p><u>Conflict of Interest:-</u> The Service Provider shall disclose to MCGM in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold MCGM’s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.</p>
57.	<p><u>Indemnity :-</u>The Service Provider agrees to indemnify and hold harmless MCGM, its officers, employees and agents(each a “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims damages, liabilities, costs (including reasonable attorneys fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from (I) Any mis-statement or any breach of any representation or warranty made by the Service Provider or (ii) The failure by the Service Provider to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any</p>

	<p>terms and conditions of this Agreement by any employee or agent of the Service Provider. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Service Provider pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Service Provider or sub service providers pursuant to this Agreement, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Cloud based Project by itself or through other persons other than Service Provider or its sub-service providers; (B) Third Parties (i.e., other than Service Provider or sub-service providers) at the direction of MCGM or (III) ant compensation / claim or proceeding by any third party against MCGM arising out of any act ,deed or omission by Service provider or (iv) claim filed by a workman or employee engaged by the Service Provider for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.</p>
58.	<p>Third Party Claims :- (a) Subject to Sub-clause (b) below, the Service Provider (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement.</p> <p>(b) The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:</p> <p>(I) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.</p> <p>(iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party .</p> <p>(V) Service Provider hereby indemnify and hold indemnified MCGM harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.</p> <p>(vi) All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably</p>

	<p>require to mitigate or reduce its loss as a result of such a claim or proceedings; & (viii) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates; (ix) In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.</p>
59.	<p>Miscellaneous :-</p> <p>(a) Care to be taken while working at MCGM Office Service Provider should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Service Provider should ensure that there is no damage caused to any private or public property. In case such damage is caused, Service Provider shall immediately bring it to the notice of concerned organization and MCGM in writing and pay necessary charges towards fixing of the damage. Service Provider shall ensure that its employees! Representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.</p> <p>(b) Compliance with Labor Regulations: - The Service Provider shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MCGM project should be paid using ECS/ NEFT/ RTGS. A record of the payments made in this regard should be maintained by the Service Provider. Upon request, this record shall be produced to the appropriate authority in MCGM and/or Judicial Body. If complaints are received by MCGM (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Service Provider. If the Service Provider has less than 20 employees on its pay-roll, then the Service Provider shall submit an undertaking on a stamp paper of Rs. 100/- stating the number of employees. This is as per the requirement of Employee State Insurance Corporation Act 1948. On the other hand if the Service Provider has more than 20 employees on its pay-roll then the Service Provider shall submit the certificate issued by Employee State Insurance Corporation</p> <p>(c) Notices :- Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below</p> <p>MCGM: Tel: Fax: Service Provider: Tel: Fax:</p> <p>Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).</p> <p>d) Personnel / Employees:- i) Personnel / Employees assigned by Service Provider to perform the services shall be employees of Service Provider and/or its sub-service providers, & under no circumstances will such personnel be considered as employees of MCGM. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation,</p>

	<p>including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. MCGM shall not be responsible for the above issues concerning to personnel of Service Provider.</p> <p>(ii) Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services & that, such personnel have appropriate qualifications to perform the Services. MCGM or its nominated agencies shall have the right to require the removal or replacement of any Service Provider personnel performing work under this Agreement. In the event that MCGM requests that any Service Provider personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by MCGM or its nominated agencies, within not later than 30 working days. Service Provider shall depute quality team for the project & as per requirements MCGM shall have the right to ask Service Provider to change the team.</p> <p>(iii) Management (Regional Head/ VP level officer) of Service Provider needs to be involved in the project monitoring & should attend the review meeting at least once in a month.</p> <p>(iv) The profiles of resources proposed by Service Provider in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Service Provider shall not remove such personnel without the prior written consent of MCGM. For any changes to the proposed resources, Service Provider shall provide equivalent or more experienced resources in consultation with MCGM. Replacement of 'Key Personnel' within first six months of the contract shall not be allowed. Any such replacement would attract financial penalty as deemed appropriate by MCGM at that time. The penalty applicable for replacement of "Key Personnel" within the first six months of the contract shall be Rs 50,000/- per change in resource, Maximum one replacement is permissible in the first six months.</p> <p>(v) Except as stated in this clause, nothing in this Agreement will limit the ability of Service Provider freely to assign or reassign its employees; provided that Service Provider shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MCGM shall have the right to review and approve Service Provider's plan for any such knowledge transfer. Service Provider shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.</p> <p>(vi) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.</p> <p>(e) Variations & Further Assurance</p> <p>(a) No amendment, variation or other change to this Agreement shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.</p> <p>(b) Each Party to this Agreement agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement</p>
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Special condition of contract

1.Housekeeping – an Introduction

It may be simply be defined as "Provision of clean, comfortable, safe & aesthetically pleasing environment". "Housekeeping is a support service in a hospital, which is responsible for cleanliness, maintenance & aesthetic upkeep of patient care areas, public areas and staff areas". It is also known as sanitation services etc.

Housekeeping services in a Dispensaries, Health post & special Hospital is entrusted with maintaining a hygienic and clean environment conducive to the public care. The housekeeping services comprises of the activities related to cleanliness, maintenance of environment and good sanitation services for keeping premises free from pollution. Housekeeper literally means "keeper of the house". Housekeeping management may be defined as that branch of general management which deals with cleanliness of the Dispensaries, Health post & special Hospital, general environmental hygiene, sanitation and disposal of waste using appropriate methods, equipment and manpower. The housekeeping services can be summarized as "All the activities directed towards a clean, safe and comfortable environment".

2. Principles of Cleaning in a Health Care Environment

Health care organisations are complex environments that contain a large diversity of microbial flora, many of which may constitute a risk to the public, staff and visitors in the environment. Transmission of microorganisms within a health care organisation is complicated and very different from transmission outside health care settings; and hence the consequences of transmission may be more severe. High-touch environmental surfaces of the health care organisation hold a greater risk due to the nature of activity performed in the health care organisation and the transient behaviour of employees, publics and visitors, within the health care organisation, which increases the likelihood of direct and indirect contact with contaminated surfaces.

Dispensaries, Health post & special Hospital is the area of the facility that is involved in direct public care; and includes the cleaning work as mentioned in scope of the work.

3. GENERAL CONDITIONS OF CONTRACT (GCC)

- 1) The persons deployed by the service provider should be properly trained, have requisite experience and having the skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipments.
- 2) The service provider should study carefully the locations, site conditions, safety & security conditions, specifications, schedule of quantities, the frequencies of different operations and services to be provided as per the tender documents to fully appreciate the scope of work before quoting his rates. MCGM will not, in any way, be responsible for the inadequacy, correctness or insufficiency of information as regards to the site information mentioned in the tender. It is advisable that the service provider visits and surveys the actual site conditions to understand, satisfy and appreciate the scope of work as mentioned in the tender document to arrive at his best optimum quote. It is also required for the prospective bidder to download the tender forms from MCGM web site before his site visit, without which he may not be entertained or allowed to enter the premises and survey the site. The information & site data mentioned in the tender documents are being furnished for general information & guidance only. The authority/officer in-Charge in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn there from. The service provider shall verify such data to his entire satisfaction before quoting the rates.
- 3) The service provider shall have to provide the services as per minimum frequencies mentioned in the tender document to maintain clean environment. However, the work shall have to be done more frequently if required upon the instructions of the authority/officer in-Charge, for which nothing extra shall be paid.
- 4) The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Building in-charge & nothing extra shall be paid on this account.
- 5) The service provider shall comply with proper & legal orders & direction of the local or public authority or Municipal Corporation and abide by these rules & regulations & pay all fees & charges which may be liable.
- 6) The service provider shall give due notice to Municipal Corporation, Police and / or other authorities that may be required under the Law / Rules under force & obtain all requisites

licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of the execution of the work under the agreement. Nothing extra shall be paid on this account.

- 7) The service provider shall be responsible to arrange at his own cost all necessary tools, plants & machinery required for execution of work.
- 8) No assistance of any kind including foreign exchange shall be made available by the department for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only.
- 9) The service provider shall execute his services in such a manner that no damage is made to the existing structures, plant & machinery and any type of equipment.
- 10) The service provider shall conduct his work so as not to interfere with or hinder with the operations of other service providers, or he shall arrange his work with that of the others in an acceptable & co-ordinate manner & shall perform it in proper sequence to the complete satisfaction of Building in-charge.
- 11) Any person or party who is a minor or who has been adjudged adolescent or who has been convicted in a Court of Law for an offence under the Indian Penal Code or an offence involving turpitude or other criminal activities or detained under any preventive law, for the time being in force such as TADA, F.E.R.A., etc. or who has been black listed by the Central/State Government or any Corporations, is not eligible to submit any Tender. Tender, if submitted by such person or party shall be treated as invalid.
- 12) Materials and chemicals of approved quality and standard shall be used.
- 13) Machinery / equipment procured by agency are the property of the service provider and will be maintained by agency at his own cost. For maintaining the machinery in running condition, the service provider shall preferably carry out the AMC for the machines which he has procured for the purpose of carrying out the work from the manufactures of the machines.
- 14) Utmost care shall be taken to keep the noise level during the services to the bare minimum so that no disturbance as far as possible is caused to the people nearby.
- 15) No inflammable materials shall generally be allowed to be stored at site. However, reasonable quantity may be permitted for storage subject to the compliance of all rules / instructions issued by the competent authorities and as per the direction of Building in-Charge.
- 16) In the event of any restriction being imposed by the Police agency, MCGM, Traffic or any other authority having jurisdiction in the area on the working or movement of labour / material, the service provider shall strictly follow such restrictions and nothing extra shall be payable to the service provider on this account. General Security restriction are given as under :
- 17) The service provider should ensure the Health and Safety measures of the employees, deputed for the works at his end, MCGM may also conduct health checkup of the staff deployed at regular intervals at the service provider cost if required.
- 18) The service provider will be responsible for supply / installation / refilling / maintenance of all such items/equipments used in wash rooms and other areas of the hospital for housekeeping purposes as given in Appendix– B.
- 19) The service provider must employ adult labour only. Employment of child labour will lead to the termination of the contract. The service provider shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The service provider shall be fully responsible for the conduct of his staff.
- 20) The service provider at all times should indemnify MCGM against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law

relating thereof and rules made hereunder from time to time, MCGM will not own any responsibility in this regard. Minimum wages will have to be paid as per Central Govt. Rules.

- 21) The initial period of contract shall be for 12 months, which may be extended by one years, one year at a time depending upon the performance of agency and at discretion of MCGM. MCGM however, reserves the right to terminate the contract by serving one month notice, in writing if the MCGM administration is not satisfied about the services of the service provider. The service provider may also ask for the same by giving three month notice but he has to provide the housekeeping facility till the next agency takes over.
- 22) In case of breach of any terms and conditions attached to the contract, the Performance Guarantee/Bank Guarantee of the service provider will be liable to be forfeited by MCGM besides annulment of the contract.
- 23) The service provider has to provide standard liveries on his part to its housekeeping staff. The staff shall be in proper uniform provided by the service provider but approved by MCGM administration with their identity properly displayed, samples of liveries will have to be submitted by the Service provider for the approval of competent authority. Hospital will provide the space for setting up a control room for the service provider in the premises of the concerned building/hospital from where the service provider and his own supervisory or office staff can control the housekeeping labour force working in the hospital. The service provider will arrange for all items needed for his staff viz. time keeping machine, Computerized inventory of stores, computerized daily duty roster chart, etc. The housekeeping staff will first report to the control room and subsequently deployed for duty after having been checked for liveries, upkeep, issue of materials and equipment's, etc.
- 24) Once the housekeeping staff is allotted an area of work he or she will be under supervision of the MCGM Officer of that area and in addition to the instructions issued by the service provider, they have to follow all instructions and orders given by the concern MCGM Officer. All instruction given by concern MCGM Officer should be considered in the scope of work if it is for the benefit of the patients.
- 25) Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 26) The service provider shall be wholly responsible for the conduct/integrity of each supervisor/sweeper deputed by him. The service provider shall also be responsible for any act of omission or commission on the part of his sweepers and supervisors and he will keep a regular watch on their conduct and behavior. Any damage done/caused to the existing structure/furniture/fittings by the workers of the service provider's firm shall be got rectified by the service provider at his own risk and cost.
- 27) In case of pecuniary and material loss suffered by the Department on account of negligence attributable to the Service provider or his employees, the MCGM will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Department, the balance, as may be necessary shall be recovered from the contractual charges due to the service provider's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf

- 28) The service provider himself shall be responsible for the safety and maintenance of his tools and plants materials. No damages/claim of the service provider on this account shall be entertained.
- 29) All the Tools and materials, viz. Scrubbing machine, trolley, buckets, mugs, pipes, ladders etc. shall have to be transported by the service provider himself. The MCGM shall not entertain any extra claim/expenditure on account of these tools and materials.
- 30) The service provider will supply sufficient sets of uniforms, badges, and other safety measures to each sweeper, who shall invariably working hours, any sweeper is found to be without uniform/badges, he/she will be marked absent and necessary recovery as per condition will be made from the service provider's bills.
- 31) The standard of sanitation will always be up to the satisfaction of the authorized representative or the officer-in charge whose decision in this regard shall be final and binding on the service provider.
- 32) The sweepers and supervisor shall be under the direct control of the officer in-charge or his/her authorized representative for day-to-day maintenance operations.
- 33) Electricity will be supplied free of cost to the service provider but necessary arrangement for lead wires, cable (shock proof) etc. shall be arranged by the service provider and nothing extra shall be paid on this account.
- 34) The service provider shall at his own cost, if required, take necessary insurance coverage in respect of his staff and other personnel for service to be rendered and shall also, during the currency of the contract, comply with all relevant labour laws as may be applicable or modified from time to time by the concerned authorities and in no case the MCGM would compensate for the losses and damages of material/manpower.
- 35) The service provider shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.
- 36) The material for daily use like vim powder, liquid soap, Naphthalene balls, Hydrochloric Acid, Odonil balls/stick, fresheners, toilet soap, phenyl, sanitary cubes, toilet paper, tissue paper, Finit, Homocol liquid soap, Harpic, pochha, hand duster, toilet brush, plastic seekh brooms, jail brush, calanzo, platform brush, wiper, soft brooms, surf etc. shall be arranged by the Agency for which he has to quote in the financial bid. The material being used by the agency would be of superior quality/standard and of prominent brand as stated.
- 37) While working on machines operated on electricity, the workers operating the machine should be provided with proper gum boots and hand gloves so as to ensure his/her personal safety any possible electric shock due to use of water or otherwise
- 38) Manpower**
- Any misconduct/misbehavior on the part of the manpower deployed by the Service provider will not be tolerated and such person will have to be replaced by the service provider at his own costs, risks and responsibilities immediately, with written intimation to hospital authority.
 - The service provider should ensure to maintain adequate no. of manpower and also arrange a pool of stand by housekeeping staff in case any housekeeping staff absences from the duty, the reliever of equal status shall be provided by the service provider from an existing pool of housekeeping staff.
 - The housekeeping staff deployed through service provider in the MCGM shall not claim any benefit, compensation, absorption or regularization of their services in the establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The service provider should have to obtain an undertaking from the deployed persons to the effect that the deployed persons is the employee of the service provider (agency) and shall submits the said undertaking to the MCGM. In the event of any litigation on the status of the deployed persons, the MCGM shall not be a necessary parties, however, in any event, either the deployed persons or to the

order of the Court, the MCGM is made necessary parties in dispute to adjudicate the matter, the service provider has to reimburse the expenditure that would be borne by MCGM

- d. The housekeeping staff deployed by the service provider shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the service provider.
- e. The service provider shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- f. The personnel deployed shall be employees of the Service Provider and all statutory liabilities such as ESI, EPF, Workmen's compensation as per relevant statutory Act, etc shall be paid by the bidder. The list of personnel to be deployed shall be made available to MCGM and if any change is required on part of MCGM, a fresh list of personnel shall be made available by the bidder after each and every change. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum wages Act, Contract Labour (Regulation and abolition) Act, ESI, EPF and various other Acts as applicable from time to time with regard to the personnel engaged by the bidder for the MCGM.

39) Risk Clause

- a. The service provider shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. MCGM reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing service provider and excess expenditure incurred on account of this will be recovered by the MCGM from the service providers Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with designated officer of MCGM. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- c. In the event of loss/damage of equipments etc. at the premises of the MCGM, due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to MCGM. The service provider or its representative/s shall meet Hospital representative/s regularly to take feedback regarding the Housekeeping Services.
- d. The service provider will also maintain a suggestion book for comments on the services rendered by it.
- e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the MCGM premises, for any loss or damage caused by any act of the service provider or its employees or staff etc.
- f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party.
- g. Training on behavior aspects and ethics must be done regularly, MCGM way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

- h. Licenses if any required for Housekeeping Services at the site will be made available by the service provider.

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

1. The Service Provider should possess the registration/ certificate/license/permit as required under relevant statutes.
2. Tender shall remain open for acceptance subject to the provisions of Clause above for a period of 90 days from the date of opening of the tender and during this period, no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of the Earnest Money Deposited with the Tenderer.
3. The rates quoted will be inclusive of all statutory payments ,GST and all other applicable taxes
4. The rates to be provided **for cleaning services to Dispensaries Health Post and Special Hospitals of MCGM. The rates should be quoted in the unit Rs per Sq Ft. per month for all the dispensaries , Health Post & Special Hospital**
5. The Tenderer shall maintain bio matrix attendance for all the man power deployed by them in the MCGM .
6. The successful tenderer fails to comply with work/purchase order within the Service delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-
To recover from contractor as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.**OR**
To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost **OR**
To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

Operational Penalty :-

- (a) The tenderer shall provide the required Ancillary services within the period of 30 days from receiving demand order. However, for any delay will attract **penalty of Rs. 1000/- per day.**
- (b) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, will attract **penalty of Rs.1000/- per day per person.**
- (c) if Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider Agency and Person misusing / misconducting the MCGM Personnel and its property, the **penalty of Rs. 1000/- per day per incident** will be charged and deducted from the bill presented for payment by the service provider.
- (e) In case of using substandard material /material of different brand than specified in Annexure, the **penalty of Rs. 500/- per day** per incident will be charged and deducted from the bill presented for payment by the service provider.
- (f) The tenderer shall ensure that there is no complaint from such outsourced person about non-payment of wages / dues if so same shall be attended in due course of time i.e. within seven working days otherwise the penalty of 1/2% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value

The Tenderer will have to make all the arrangements at his cost for payment of salary to the persons/Panel provided and all statutory contributions/ deductions etc., in respect of this contract. The registrations required under various statutes including PF Act and ESI Act. Etc. will have to be indicated and they shall be required to produce the Establishment Code issued by the respective appropriate authorities. In case of amendment/modification in provisions of any statutes, the registration if warranted or payment of any charges necessary shall be borne by the Tenderer only.

7. a) **The contract will be for a period of two years, subject to annual performance appraisal**

The contract will be automatically stand terminated as soon as the period of contract or contract value is over. No separate notice will be issued for the termination of the contract.

b) The Municipal Commissioner Reserves right to extend the contract period for further period of 6 months on the same terms and conditions. The successful tenderer is bound to accept such extension orders.

8. The payment towards services provided shall be made to the successful Tenderer on monthly basis (after completion of the month) and on submission of bill in triplicate along with the certification in the prescribed format within 30 days from the date of submission of bills. Payment will be subject to verification of proof of payment of Tenderers of services provided and statutory dues and observance of other statutory compliance. No other charges or claims on any account shall be payable by the MCGM 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.

9. **The services of manpower to be provided are in the form of contract basis and will not create any right for employment in MCGM of whatsoever nature.**

10. In case of any dispute regarding interpretation of terms and conditions, the decision of the Municipal Commissioner shall be final and binding to the contractor.

11. Travelling and any other expenses, Allowance will not be paid by the MCGM to the manpower/persons for attending the works.

12. All type of payments such as salary, ESIC, Provident Fund, Bonus, Contract Labour (Regulation and Abolition) Act, 1970 etc., to the persons provided shall be borne by Contractor, and The contractor shall be responsible for all sort of statutory regulations. The contractor should register with the provident fund, Employee state Insurance authority, the Commissioner of Labour under Contract Labour (Regulation & Abolition) Act, 1970. The documentary proof of PF, Insurance etc., paid to the Govt./Statutory authority, of the persons should be provided if asked by the concerned Municipal Authority by contractor during submission of monthly bills to MCGM.

13. a) The Municipal Commissioner reserves the right to reject or discontinue the services without any notice at any time during the contractual period at the risk and cost of agency, if the performance of the persons provided is found unsatisfactory.

b) In case the services provided does not satisfy the basic norms of good work and conduct/integrity, the said panel (Team) will be removed immediately and suitable substitute should be arranged with immediate effect.

14. The Tenderer shall be liable for payment of minimum wages, Bonus, PF, Gratuity, ESI, Encashment of Leave, safety equipment, Workmen's Compensation for accidents etc., as applicable from time to time to the persons provided. Further, tenderer should submit documentary proof to MCGM if asked for whenever payment on account of the tender subject will be released during tenure of contract.

15. The persons deputed to the premises of the MCGM shall be available in the said premises for the work entrusted to them and no person of the Tenderer shall remain in the said premises after the working hours or as per instructions of controlling authorities.

16. The Tenderer shall ensure that all his personnel, while in the premises of the MCGM comply with the MCGM's rules and regulations regarding safety, security, discipline and good conduct.
17. The Tenderer shall not sub-let this contract.
18. The Tenderer shall pay to his employees all dues (including Wages/Salary) and shall ensure that the wages paid to them are not less than the prescribed Minimum Wages as revised from time to time. In case of any increase in Minimum Wages or any other component or deduction or other statutory benefits by the concerned Govt. Authority, Service Provider shall remain liable to comply with all statutory formalities and provides authentic proof to MCGM if asked for.
The service provider shall be responsible for compliance of all applicable laws, local/state/Central Governments' laws, Rules etc., and shall take all necessary steps for obtaining registrations, licenses, renewal thereof, maintaining proper records/registers and also submitting necessary returns to the authorities concerned. In the event of non-compliance or contravention of any of the provisions of any laws due to failure or negligence of the Service Provider, he shall remain fully liable and shall also keep the MCGM fully indemnified against any risk, consequences, and/or cost arising thereof.
19. The Tenderer shall have to ensure safety at the work place. It is necessary that the manpower/ persons who are deputed by the Tenderer to provide the said services to the MCGM should be in good health, have proper eyesight and Physically fit and should not have any medical problems which may endanger his life and the life of MCGM Personnel and its property.
20. The Tenderer should have valid registration under GST/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Provident Fund, ESIC, Shops and Establishment Act, Professional Tax, etc.
21. Income Tax as per rules will be deducted from the bill of the agency.
22. The Tenderer should enter into an agreement with MCGM separately covering the conditions mentioned in Tenderer documents.
23. If admissible all persons provided should be covered under the Employees State Insurance Scheme (ESIC) against the liability in Accidents.
24. The terms and conditions stated above are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tenderer conditions and the tenderers are bound to accept the same. If any condition appearing above contradicts the standard terms and conditions for works, the above said conditions will supersede the standard conditions.
25. Person deputed at the work place must carry his C.V.(Curriculum Vitae) duly verified by Service Provider Agency, medical fitness certificate and his photo identity card issued by Service Provider Agency as per format attached.
26. The manpower to be provided by the agency shall always remain the employee of the agency for all intends and purposes and the service provider / the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law. The staff / manpower engaged by the contractor shall never have any claim for Municipal job. He shall have no rights to claim appointment in Municipal service based on the services rendered by him/her as per the tender. Neither the service provider nor the staff / employee / manpower will ever express knowingly or unknowingly themselves to be Municipal servant.
27. The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft, breakage, the agency will be responsible. The agency shall keep the MCGM indemnified against all claims arising out of his agreement including any loss, theft or damage.
The Municipal Commissioner will be at liberty to deduct the amount of such loss from agency after holding an enquiry. The decision of the Municipal Commissioner to this effect shall be final and binding upon the parties. In case of unsatisfactory performance

and violation of any condition of the contract / service agreement, the contract shall be liable to be cancelled and security deposit will be forfeited. The personnel so deployed on the job for the various activities will be changed by the agency only with the approval of the concerned department.

28. The antecedents of the personnel's deployed by the service provider should be credible with good character. All persons engaged by the service agency / provider should be healthy, physically fit and free from communicable diseases.
29. The service provider shall be responsible for attendance of his staff in the department. In case of any staff of the agency remains absent or granted leave by them, they will send / arrange his/her substitute otherwise, a penalty of Rs. 100/- (Rupees Hundred only) per shift will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.
30. In case, the contractor discontinues the contract before the expiry of the periods his security deposit shall be forfeited.
31. **To execute this contract in required manner the work will be carried out by using manpower. Thus it is prime responsibility of the service provider to pay minimum wages along with all statutory required payments to the man power engaged with this contract. Hence while bidding the service provider has to consider all statutory provisions which will be meeting the provision incorporated under Minimum Wages Act throughout the contract period.**
32. **The Service Provider / Bidders has to provide /carry out the required services at Optimum Manpower**

6.FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

The Service provider shall not be liable for forfeiture of its performance Guarantee, imposition of liquidated damages or termination for default ,it and to extent that its delay in performance or other failure to perform its obligations under the contract is result of on event of Force Majeure. For purpose of this clause ,“Force Majeure” means an event beyond the “reasonable “control of Service Provider, not involving the service provider’s fault or negligence and not foreseeable.

Such events may include but are not limited to Acts of God and acts of Government of India in their sovereign capacity, War riot, ,acts of civil and military authorities ,fire, floods, accidents, terrorist activities , strikes or shortage of transportation facilities ,fuel ,energy ,labor and material.

For Service provider to take benefit of this clause it is a condition precedent that the SERVICE PROVIDER must promptly notify MCGM, in writing of such conditions and the cause thereof within 5 calendar days of the force majeure event arising .MCGM or the consultant/committee appointed by MCGM shall study the submission of service provider and inform whether the situation can be qualified one of the force majeure. Unless otherwise directed by MCGM in writing, the service provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by existence of a Force Majeure event.

In event of delay in performance attributable to the presence of force majeure event, the time for the performance shall be extended by a period (s) equivalent to the duration of such delay. If duration of such delay continues beyond a period of 30 days ,MCGM and Service provider shall hold consultations with each other in a endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above ,the decision of MCGM shall be final and binding on Service Provider.

Annexure -1 (Particulars about the Tenderer)

(To be uploaded in PACKET A)

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

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.
- 7) Whether tenderer is Service Provider/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.
- 8) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 09) Location of other works owned by the firm/Service Provider (if any).

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

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

Annexure 2 (Tender Form)
(To be uploaded in PACKET A)
Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19
Bid No: 7100107772

Date:-.....

To
The Municipal Commissioner
Municipal Corporation of Greater Mumbai

Sir,

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

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

Yours faithfully,

Address:

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

Full Signature of the tenderer with

Official Seal and Address.

1.
2.
3.
4.

Full Names and Residential Address
of all the partners constituting

The firm:

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

PROCUREMENT PLAN COPY. Not to upload in SRM

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

(To be uploaded in PACKET A)

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

Date:-.....

AFFIDAVIT

To
The Municipal Commissioner
Municipal Corporation of Greater Mumbai

Sir,

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

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

8. I / We shall not sublet the work to any agency without prior approval of the MCGM.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the MCGM if-
- a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the services valued at not less than 25 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that I/We are
- not declared insolvent any time in the past.
 - not debarred/ black listed by either M.C.G.M. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of MCGM/ if it is brought to the notice of MCGM that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by M.C.G.M. shall constitute a binding contract between me / us and M.C.G.M.
14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for MCGM for 10 years
15. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.
16. I/We,..... hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
- OR
- I/We,..... hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.
17. I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.
- OR

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

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

OR

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

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

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

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State 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 M.C.G.M. also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

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

- 19 I /We_____ (Full Name in the Capital Letters starting with surname of the service provider) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for **Providing Cleaning Services to Dispensaries, Health Post and Special Hospitals of MCGM on outsource basis for City Wards of MCGM for a period of two years** as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full control over **quality of the services provided for carrying out the required cleaning activities as mentioned in the item data,**

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

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

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

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

yours faithfully,

Signature of Tenderer
Trading under the name and style of

Office Stamp

WITNESS:

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

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

PROCUREMENT PLAN COPY: Not to upload in SRM

Annexure 4
Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19
Bid No: 7100107772

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

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

Dear Sir,

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

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

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

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

2) Scanned copy of Original letter shall be uploaded.

Annexure 5

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

Experience Certificate
(To be uploaded in PACKET B)

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

Experience Certificate in respect of Providing Ancillary Services or doing similar nature of work and having successfully completed / ongoing services for the same with details of total no. of locations and value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded

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

NOTE: Experience Certificate should be in the name of Bidder/Service Provider.

Scanned copies shall be uploaded in the PACKET B

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

Annexure 5 a

PRO-FORMA FOR STATEMENT OF EXPERIENCE CERTIFICATES

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19
Bid No: 7100107772

(For the period of last five years)

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

Tender No. : _____

Name& Address of the Tenderer: _____

Name & Address of Service Provider: _____

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

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

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

No. _____

Date: _____

To,

The Municipal Commissioner,

M.C.G.M.

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 7

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

pro-forma of Articles of Agreement for Providing Services

Bid No.: _____

Due on : _____

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

Contract for the Supply of Cleaning Services:

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

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

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

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

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

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

AND WHEREAS the said Contractor/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____) of Bank, for the payment interallia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (C.P.D.) for the due and faithful performance of this contract. NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1. **Contract Period**

That this Contract shall be deemed to have commence as from and after ____Day of ____Two Thousand ____and shall continue in force, subject to the power of the Dy. Municipal Commissioner (C.P.D.) for the time being to determine the same previously as hereinafter

mentioned until ____Day of ____Two Thousand ____or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (C.P.D.) / purchasing Officer as being of good quality and in good working order.

2. **Contract deposit:-** Successful tenderer shall have to pay a contract deposit @ 05 % of the total contract cost per year either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai valid for at least one year and further renewable on annual basis & same will be retained 6 months after completion of contract period.

3. **Providing Cleaning Services according to the Order**

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

- 3(a). **Failure to execute Orders:-** If the Contractor/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dy.Ch.E.(CPD) / purchasing Officer shall exercise his discretionary powers to recover from the Contractor/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Contractor/s, with the MCGM.

3(b). **Period**

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

4. **Place of Service**

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

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

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

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

If the successful tenderer fails to comply with work/purchase order within the Service delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-

To recover from contractor as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM.**OR**

To outsource elsewhere after giving due notice to the contractor on that account and at his risk and cost **OR**

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

Operational Penalty :-

(a) The tenderer shall provide the required Ancillary services within the period of 30 days from receiving demand order. However, for any delay will attract **penalty of Rs. 1000/- per day.**

(b) In case of absence of personnel deputed to the job, the same will be required to be substituted by the service provider immediately after intimation by cell phone / telephone /e-mail etc. failing which, will attract **penalty of Rs.1000/- per day per person .**

(c) if Person deputed at the work place not carrying his valid photo identity card and Uniform provided by Service Provider Agency and Person misusing / misconducting the MCGM Personnel and its property, the **penalty of Rs. 1000/- per day per incident** will be charged and deducted from the bill presented for payment by the service provider.

(e) In case of using substandard material /material of different brand than specified in Annexure, the **penalty of Rs. 500/- per day** per incident will be charged and deducted from the bill presented for payment by the service provider.

(f) The tenderer shall ensure that there is no complaint from such outsourced person about non-payment of wages / dues if so same shall be attended in due course of time i.e. within seven working days otherwise the penalty of ½% per week of the value of manpower for delay in payment of wages / dues to the outsourced persons will be levied subject to maximum 10% of order value

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

9. Rejection & appeal

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

10. Risk & Cost of services

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

11. Services can be brought from elsewhere

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

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

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

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

NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.
NOTE 3 :- The rates to be quoted in this tender shall be inclusive of GST and all other taxes as applicable

- 13. Monetary dealings with the Municipal Employees.**

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

- 14. Breach of Contract.**

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

- 15. Dissolution of the Contract**

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

16. Disputes etc. to be decided by the Commissioner

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

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

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

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

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

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

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

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

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

21. Return of the Contract Deposit:

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

22. Banker's Guarantee

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

23. Partnership

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

breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor/s and of the legal representatives of any deceased Service providers inter se.

24. Charges

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

25. Singular – Plural

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

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

27. Acknowledgement

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

28. Penalty

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

- (a) To recover from contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding half percent of the price of the services which the contractors has failed to provide as aforesaid per week or part thereof subject to maximum limit @ 10% Such penalty is to be deducted always by the consignee from the Service provider's balance bill, B.G. or EMD or any money due to the Service provider from MCGM.**OR**
- (b) To outsource the services from elsewhere after giving due notice to the contractor on that account and at his risk and cost. **OR**
- (c) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

29. Scope of the Contract

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

30. Operation of the Contract Clauses

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

Signature, name Signed, sealed and delivered by
and address of witness The said Service provider,
Shri/Messrs.....

In the presence of

Service provider

And by the Dy. Commissioner

In the presence of.....

.....

..... Deputy Municipal
The common seal of the Municipal Commissioner (C.P.D.)
Corporation of Greater Mumbai

as affixed on the

.....day of

Two thousand,.....

.....

In the presence of

(1).....

.....

(2).....

.....

Two Members of the Standing
Committee of the Municipal
Corporation of Greater Mumbai.

Witness

.....

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

Head Clerk
I/II/III/IV

A.E.(Purchase) Tech.
I/II/III/IV

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

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



PROCUREMENT PLAN COPY. Not to upload in S

Annexure – 8

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772.

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

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

List of approved Banks

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

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

(B) NATIONALIZED BANKS

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

(C) SCHEDULED COMMERCIAL BANKS

28. Bank of Madura Ltd.
29. Bank of Rajasthan Ltd.
30. Banaras State Bank Ltd.
31. Bharat Overseas Bank Ltd.
32. Catholic Syrian Bank Ltd.
33. City Union Bank Ltd.
34. Development Credit Bank
35. Dhanalakshmi Bank Ltd.
36. Federal Bank Ltd

37. Indus ind Bank Ltd.
38. I.C.I.C.I. Banking Corporation Ltd.
39. Global Trust Bank Ltd.
40. Jammu & Kashmir Bank Ltd.
41. Karnataka Bank Ltd.
42. Karur Vysya Bank Ltd.
43. Laxmi Vilas Bank Ltd
44. Nedungadi Bank Ltd
45. Ratnakar Bank ltd.
46. Sangli Bank Ltd.
47. South Indian Bank Ltd.
48. S.B.I. Commercial & Int. Bank Ltd.
49. Tamil land Mercantile Bank Ltd.
50. United Western Bank Ltd.
51. Vysya Bank Ltd.

52. Axis Bank

53. Kotak Mahindra Bank Ltd

(D) SCHEDULED URBAN CO-OP BANKS

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

71. Yes Bank

72. Punjab and Maharashtra Co-Op Bank Ltd

73. Thane Janata Sahakari Bank Ltd

(E) FOREIGN BANKS

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

ANNEXURE - 9

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application. No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

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

PROCUREMENT PLAN COPY .Not to upload in CPJN

ANNEXURE – 10

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

FORM OF INTEGRITY PACT

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

WHEREAS THE MCGM invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE M.C.G.M.

- 1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and
follow the system, that is fair, transparent and free from any influence / prejudice
prior to, during and subsequent to the currency of the contract to be entered into to
obtain stores / equipments / services at a competitive prices in conformity with the
defined specifications by avoiding the high cost and the distortionary impact of
corruption on public procurement.
- 1.2 The M.C.G.M. undertakes that no employee of the MCGM, connected directly or
indirectly with the contract, will demand, take a promise for or accept, directly or
through intermediaries, any bribe, consideration, gift, reward, favor or any material
or immaterial benefit or any other advantage from the BIDDER, either for
themselves or for any person, organization or third party related to the contract in
exchange for an advantage in the bidding process, bid evaluation, contracting or
implementation process related to the contract.

- 1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / Service provider

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

- 2.10 The Bidders / Service provider will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Service provider shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Service provider will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Service provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.PREVIOUS TRANSGRESSION

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

4.DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. 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 M.C.G.M. 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 M.C.G.M. 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 M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

- 4.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5.FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The M.C.G.M. Appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 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 MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 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 M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.

- 6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7.VALIDITY OF THE PACT

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

8.FACILITATION OF INVESTIGATION

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

9.MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

BIDDER/SELLER

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

Witness-1(BIDDER/SELLER)

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

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

Annexure – 11

Dy. Ch E / CPD/ 46 /TDR / AE-4 of 2018-19

Bid No: 7100107772

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

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

Description of the Item data		Whether quoted (Yes/No)
Amount for Providing Cleaning Services to Dispensaries , Health Post and for special hospital of MCGM @ per sq ft per month (considering working in one shifts in a day for total Dispensaries and health post in respective wards and for one/Three shifts in special hospital)		
Ward	(Total area) in Sq. Ft.	Whether quoted(yes/No)
Dispensaries & Health Post of all Wards (City+E.S+W.S.)	6,05,178	
Special Hospital (5)	1,77,240	

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

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

Note :-

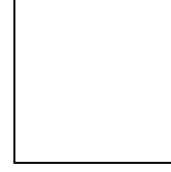
- **Bidders /Service Provider has to visit at individual site / Location to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the different Dispensaries Health Post and Special Hospitals well before submitting the Amount in the item data of SRM system**

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

RESUME TO BE SUBMITTED ON SERVICE PROVIDER'S LETTER HEAD

Name:

Address:



Mob No:-

Employee code:

Aadhar No:

PERSONAL INFORMATION:-

Name :-

Residential Address :-

Date Of Birth :-

Nationality :-

Gender :-

Languages Known :-

Marital Status :-

EDUCATIONAL AND TECHNICAL QUALIFICATION:-

Exam	Board/University	Passing Year	Percentage

WORK EXPERIENCE:-

SKILLS:-

DECLARATION BY EMPLOYEE

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

Employee Sign

Place:-

Date :

DECLARATION BY EMPLOYEER

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

:

Employers' / Service Providers
Sign and Seal

ITEM DATA

Description of the Item data	
Amount for Providing Cleaning Services to Dispensaries ,Health Post and special Hospitals of MCGM @ per Sq.Ft. per Month (considering working in one shifts in a day for total Dispensaries and health post in respective wards and for one/Three shifts in special hospital)	

Ward	(Total area)in Sq. Ft.	Amount in Rs. (per Sq ft. per month)
Dispensaries & Health Post in all Wards (City+E.S+W.S.)	605178	
Special Hospital (5)	177240	

Details of services required and area of each dispensary, health post and special hospital is given at (pg-64 to 70). Bidders are requested to go through details provided at before quoting the rates

Note :- Amount should be submitted in Item data of SRM System And not in this document. This document is only for the information to get the clear cut idea of nature of the work of the different activities and services and their quantum of work to be provided in the different ward wise Dispensaries Health Post and Special Hospitals of MCGM well before submitting the Amount in the item data of SRM system.

Details of the ward wise different Dispensaries, Health Post and Special Hospitals with Tentative area.

Ward	Dispensaries Name	No. Of Disp.	Total Area of Disp. (sq.ft.)	No. of Health Post	Total Area of health post(sq.ft.)
A	Head Office Disp.	5	7682	3	4300
	L.B.S. Road Disp.				
	Palton Road Disp.				
	Maruti Lane Disp.				
	Colaba Market Disp.				
B	S.V.P. Road Disp.	5	4402	2	800
	Valpakhadi Disp.				
	Jail Road Disp.				
	Jail Road Unani Disp.				
	Colsa Mohalla Unani Disp.				
C	Thakurdwar Mahapalika	5	7000	3	3338
	Panjarpol Disp.				
	Chandanwadi Mahapalika				
	Dankan Road Disp.				
	Ghogari Mohalla Disp.				
D	Nanachowk	6	19428	5	2802
	Bane Compound				
	R.S. Nimkar				
	R.R. Marg				
	Taddev				
	Banganga				
E	Motishaha	12	13836	7	3755
	Taksquare Garden				
	Tadwadi				
	Nawab Tank				
	E. S. Pathanwadi				
	D.P. wadi				
	N.M. Joshi				
	R. J. Compound				
	Sauther Street				
	Guarabai				
	Siddharth Nagar				
	Hujariya Street				
F S	F/ South Parel	9	9060	7	5000
	Guatham Nagar				
	Naigaon				
	Kidwai Nagar				
	Sewri Cross Road				
	A D Marg				
	Abyudaya Nagar				

	Ambe Wadi				
	Trivani Sadan				
F N	Rawali Camp Disp.	6	12170	8	16145
	Antop Hill Disp.				
	Wadala Disp.				
	L.B.S. Disp.				
	Transit Disp.				
	Corba Disp.				
G S	45 B.D.D. Chawl	13	17349	8	4150
	Beggars Home				
	Curry Road				
	Fengurson Road				
	Jijamata Nagar				
	M. H. Compound				
	S.B. Marg				
	Sasmira				
	Worli Koliwadi				
	Welfare Centre				
	Zandu Ayurvedic				
	Prabhadevi Disp.				
	Matunga Labour Camp				
G N	Transist Camp	8	8600	8	10300
	M L Camp				
	Bai Gulabi				
	Pila Bungala				
	Dharavi				
	Jasmin Mill Compound				
	Velkarwadi				
	Kumbhar Wadi				
Total		69	99527	51	50590
Total City Area			150117		

Ward	Dispensaries Name	No. Of Disp.	Total Area(Sq.ft.)	No. of Health Post	Total Area (Sq.ft.)
H.E.	Prabhat Colony	7	25750	9	3642
	S. V. Nagar				
	Jawahar Nagar Disp.				
	Kherwadi Disp.				
	Kalina				
	Bharat Nagar Disp.				
	Kole Kalyan				
H.W.	Juna Khar	5	12016	6	6800
	Guru Nanak Station Road				
	Khardanda				

	Shashtri Nagar				
	Guru Nanak Dr. Ambedkar Road				
K.E.	Koldongari	11	35634	12	1750
	Paranjpe				
	Gundvali				
	Ayurvedic Shambhaji Nagar				
	Natvar Nagar				
	Hari Nagar				
	Sundar Nagar				
	Kevas Road				
	Marol				
	Shambhaji Nagar Vileparle				
K.W.	L J Wadiya Disp.	7	31900	11	10274
	Oshiwara Disp.				
	Versova				
	Vileparle Market				
	Milan Subway				
	Juhu Jalan				
	Banana Leap				
P.S.	Topiwali Disp.	3	2350	7	2740
	Chincholi Disp. & Pahadi Health Post				
	Ram Mandir Road				
P.N.	Chokas	10	24568	12	9083
	Malvani				
	Velnai				
	Monari Village				
	Pathan Vadi				
	School road				
	Ghosala Lane				
	Somvar Bajar				
	Kurar Village				
	Riddhi Garden				
R.S.	Babrekar Nagar Disp.	6	18266	10	19883
	Dhanukarwadi Disp.				
	Charkop Disp.				
	Akurli Road Disp.				
	Hanuman Nagar Disp.				
	Babrekar Nagar				
R.N.	L.T. Road	4	18500	7	6300
	Y.R. Tawde Marg				
	Anand Nagar				
	Shashtri Nagar				
R.C.	K.K. Disp.	6	26295	9	8105
	Aksar Disp.				

	M. H. B. Disp.				
	Morai Mhada Disp.				
	Charkop -5 Disp.				
	Gorai Village				
Total		59	195279	83	68577

Ward	Dispensaries Name	No. Of Disp.	Total Area(sq.ft.)	No. of Health	Total Area(sq.ft.)
L	Asalfa	13	25268	15	11160
	Kajupada				
	Kamgar Nagar				
	Chunnabhatti				
	Baelbazar				
	Nehru Nagar				
	Sangharsh Nagar				
	Mohila				
	Buddh Colony				
	Safed Phul				
	Tilak Nagar				
	Christian Village				
	Himalaya Co.Hos. Soc., Seva Sedan Road				
M.E.	Trombay Disp.	9	16379	16	10000
	Ayodha Nagar				
	Gavanpada				
	Devnar				
	Maharashtranagar				
	Aneknagar				
	R.B. K. International				
	Lalubhai Compound				
	Bainganwadi				
M.W	Chembur Naka Prasutigruha	6	12053	7	7879
	Paystam Sagar				
	Lal Dongar				
	Chembur Naka				
	Chembur Colony				
	Mahuli				
N	Ramabai	8	23439	11	48397
	Sarvoday				
	Pantnagar				
	Parsiwadi				
	Vikroli Parksite				
	Kirol Village				
	Sainath Nagar				
	Nath Pai Nagar, Goridiya nagar				

S	M V R Shinde	8	13177	14	6711
	Tagore Nagar				
	Tulshetpada				
	Kanjur				
	Tembipada				
	Shivaji Talav				
	Tirandaj Village				
	Nahur Estate				
T	P.J.K.	3	11242	7	5500
	D.D. K. Marg				
	Mulund Colony				
Total		47	1,01,558	70	89,647
	Name of Special hospital	Area in sq. Ft (Inside,Outside)			
1	Kasturba Hospital	35000 Sq Feet Required in 3 shifts (Only inside area of the hospital)			
2	ENT Hospital	5500(Service required for inside area in One shift)			
3	EYE Hospital	5640(Service required for inside area in One shift)			
4	Lepracy Hospital	20100 Sq Feet (Inside Area of the Hospital)Required in one shifts	22000 Sq feet (Outside area of the Hospital) Required in one shift		
5	TB Hospital	34000 Sq feet (Inside Area of the Hospital) Required in 3 shifts	58000 (Outside area of the Hospital) Required in one shift		

Scope of Work (Descriptions and Specifications)

A) Space inside and outside the Dispensaries and Health Post

S. N	Area	Activity	Frequency
1	Area Inside the Dispensaries ,and Health Post and Office Area	Damp & dry mopping, sweeping	Twice in a Shift
		Spit stains removal	
2	Tables, chairs, cupboards and other furniture items	Dry cleaning, stain removing	Twice in a Shift
3	Dustbins	Emptying bins as and when required should not be seen overflowing, dustbin should be maintained clean.	Twice in a Shift
4	Window and door shutters, channels and Glass Panes cleaning.	Dry cleaning, stain removing	Once in a Week
5	Internal Walls and roof area	Dusting, Cob Web Cleaning	Once in a Week
6	Terrace area if any, rain water outlets	Sweeping, removing of blockages	Once in a day
7	Pathways	Should be kept clean	Twice in a Shift
8	Entrance, gate, name board & Notice Board	Should be kept clean	Once in a Week
9	Internal area	Manually	Once in a Shift
	Side-Walls cleaning up-to man height	Stain removing, disinfections.	Fortnightly
10	Drinking water area	Should be kept Dry and Clean	Twice in a Shift

B) Toilet, bathroom, Urinals and other related area

S.N	Area	Activity	Frequency
1	Urinals, partitions, W.C. pots, commodes etc. cleaning	Manual	Thrice in a Shift
		stain removing, disinfections	Thrice in a Shift
2	Floor area	Damp, Mopping, Sweeping.	Twice in a Shift
		Cleaning, stain removing, disinfections.	Twice in a Shift
3	Doors, Window channel etc cleaning	Dry cleaning, stain removing	Once in a Day

C) Electrical and plumbing maintenance Work

S.N	Scope of Work	Activity	Frequency
1	Fans, Tube light etc. cleaning	Dry cleaning, stain removing	Once in a Week
2	Switch boards cleaning	Dry cleaning, stain removing	Once in a Week
	Electrical instruments like Exhaust Fans, Tube light etc. cleaning	Dry cleaning, stain removing	Once in a Week
3	Water tanks cleaning	Empty the water tanks ,Dry cleaning, stain removing internally and externally	Once in two weeks.
		Refilling of water tank	Continuous /as needed
4	Maintenance	Maintenance/Replacement of tube lights, Electrical fuses, Switches, Tabs/valves of water tanks and other minor maintenance work	As and when required or demanded

Note – Cleaning of the premises, before and after any function period will have to be carried out by the Service Provider as per requirement.

General Shift :- 8 am to 6 pm

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.

Disclaimer

The Corporation retains the liberty to change the specifications of the items to be supplied, the terms of supply and other conditions prior to issue of the tender.

The suggestion / objections received may or may not be considered if the same is not in consonance with the requirements, MCGM reserves it right to reject the same.

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