

BRIHANMUMBAI MUNICIPAL CORPORATION



E-TENDER

FOR

**SUPPLY OF PICK UP VANS ON HIRE BASIS FOR THE USE OF INSECTICIDE BRANCH
OF PUBLIC HEALTH DEPARTMENT OF BMC IN THE CITY DIVISION FOR A PERIOD OF
THREE YEARS**

STANDARD BID DOCUMENT

**Website: www.mahatenders.gov.in
portal.mcgm.gov.in/tenders**

Office of : Insecticide Officer, BMC,
5th Floor, Hawkers' Plaza,
Janata Cloth Market,
Senapati Bapat Marg, Dadar (West),
Mumbai – 400 028.

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SECTION 1

E-TENDER NOTICE

**BRIHANMUMBAI MUNICIPAL CORPORATION
PUBLIC HEALTH DEPARTMENT
INSECTICIDE BRANCH**

No. HO / 4010 / IO / A Dt.27.02.2024

E-TENDER NOTICE

Tender No. 2024_MCGM_1018451

**Subject: SUPPLY OF PICK UP VANS ON HIRE BASIS FOR THE USE OF
INSECTICIDE BRANCH OF PUBLIC HEALTH DEPARTMENT OF BMC IN
THE CITY DIVISION FOR A PERIOD OF THREE YEARS**

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian Companies' Act, 2013, the contractors registered with the Brihanmumbai Municipal Corporation (BMC).

Bidding Process will comprise of THREE stages.

The application form can be downloaded from Maharashtra State Government's Portal <https://mahatenders.gov.in> and BMC's portal <https://portal.mcgm.gov.in> on payment of Rs.15,000 + 18% GST i.e. Rs. 17,700/- (Rs. Seventeen Thousand Seven Hundred Only) or the rate prevailing at the time of sale of Tender, as Scrutiny fees. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Chief Accountant, Central Purchase Department (CPD), Office at Byculla, Bakriadda, Mumbai – 400011 on <https://portal.mcgm.gov.in> followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakriadda, Mumbai

ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	Estimated Cost of Project
Supply of Pick Up Vans on hire basis for the use of Insecticide Branch of Public Health Department of BMC in the City Division	THREE YEARS	Rs. 5,97,76,299 /-

In Terms of the 3 Stage system of E- tendering, the bidder will be required to deposit along with his Bid, an Earnest Money Deposit of **Rs. 5,97,763/- (Rs. Five Lakhs Ninety Seven Thousand Seven Hundred and Sixty Three Only)**. There is no provision in the Mahatender Portal for forfeiture of 10% EMD in case of Non Responsive Bidders. In order to facilitate 10% EMD forfeiture, bidder will be directed to pay 90% EMD amount of Rs. 5,37,987/- (Rs. Five Lakhs Thirty Seven Thousand Nine Hundred and Eighty Seven Only) through payment gateways of GOM on URL <https://mahatenders.gov.in> and the remaining 10% EMD amount of Rs. 59,776/- (Rs. Fifty Nine Thousand Seven Hundred and Seventy Six Only) in the form of pay order / D.D. in favour of BRIHANMUMBAI MUNICIPAL CORPORATION to be submitted to the Insecticide Officer on day before the submission of tender (the 'EMD'), refundable in accordance to the relevant clause from the bid date, except in the case of the selected bidder whose Bid Security / EMD shall be retained. The bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bid. The bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The Tender document is available on <https://mahatenders.gov.in> and on BMC portal <https://portal.mcgm.gov.in> as mentioned in the Header Data of the Tender.

As per THREE Packet system, the documents for Packets A & B are to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders, if they so wish, can be present at the time of opening of bids, in the office of Insecticide Officer. The Packet C shall be opened if bids submitted in Packet A & B satisfy / include all the requirements and same are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the Bids / e-tender (s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on <https://mahatenders.gov.in> & BMC Portal <https://portal.mcgm.gov.in>

The Applicants interested for the above referred works may contact the Insecticide Officer at the following address on any working day during office hours.

Office of the Insecticide Officer, BMC,
5th Floor, Hawkers' Plaza,
Janata Cloth Market,
Senapati Bapat Marg,
Dadar (West),
Mumbai – 400 028.

The BMC reserves the rights to accept any of the application or reject any or all the applications received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Websites <https://mahatenders.gov.in> & <https://portal.mcgm.gov.in/tenders>

Sd/-
Insecticide Officer

HEADER DATA

Tender Document No	2024_MCGM_1018451 dated 27.02.2024
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply of Pick Up Vans on hire basis for the use of Insecticide Branch of Public Health Department of BMC in the City Division for the period of Three years.
Scrutiny Fees	Payment of Scrutiny fee of Rs.17,700/- (Rs. 15,000/- + 18% GST) or the rate prevailing at the time of sale of Tender in form of Scrutiny fees shall be done at any BMC's Citizen Facilitation Centre (CFC) after opening of Packet – A & B and before opening of Packet – C by obtaining challan from office of Insecticide Officer.
Cost of E-Tender(Estimated Cost)	Rs. 5,97,76,299/-
Bid Security Deposit/ EMD	Rs. 5,97,763/- (the 90% of EMD amounting to Rs.5,37,987/- shall be paid through payment gateways of GOM on URL https://mahatenders.gov.in and remaining 10% of EMD amounting to Rs. 59,776/- shall be paid by way of Pay Order / D.D. in favour of BRIHANMUMBAI MUNICIPAL CORPORATION and submit the original Pay Order / D.D. in sealed envelop with Insecticide Officer).
Date of issue and sale of tender	28.02.2024 from 11:00 Hrs
10% EMD Pay Order / D.D. physical submission	After end date of submission of Packet – A, B & Packet – C (online) and before opening of Packet – A.
Last date & time for sale of tender & Receipt of Bid Security Deposit	13.03.2024 upto 12:00 Hrs
Submission of Packet A, B & Packet C (Online)	13.03.2024 upto 16:00 Hrs
Pre-Bid Meeting	04.03.2024 at 15:00 Hrs in Office of DMC (P.H.)
Opening of Packet A	14.03.2024 after 11:30 Hrs
Opening of Packet B	14.03.2024 after 11:45 Hrs.
Opening of Packet C	Will be informed.
Address for communication	Office of the:- Insecticide Officer, BMC, 5 th Floor, Hawkers' Plaza, Janata Cloth Market, Senapati Bapat Marg, Dadar(West), Mumbai – 400 028.
Venue for opening of bid	Online in the Office of Insecticide Officer

This tender document is not transferable.

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

Due to any unforeseen circumstances if any of the date mentioned in the Header Data is declared as public holiday, in that case all the dates will get shifted by one day or next working day.

Sd/-
Insecticide Officer

SECTION 2

ELIGIBILITY CRITERIA

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in BMC / Semi Govt. / Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a Prime Contractor or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied.

a) Three similar completed works each of value not less than the value equal to **20%** of estimated for 01 year of the tender.

Or

b) Two similar completed works each of value not less than the value equal to **25%** of estimated for 01 year of the tender.

Or

c) One similar completed work of value equal and or not less than the **40%** of estimated for 01 year of the tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

1.2 Financial Capacity

Achieved an average annual financial turnover of **Rs.1,79,32,890/-** (Rs.One Crores Seventy Nine Lakhs Thirty Two Thousand Eight Hundred and Ninety Only) as certified by 'Chartered Accountant' in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or have
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION 3

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as “The Authority “, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Brihanmumbai Municipal Corporation (BMC), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct his / her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part

of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Brihanmumbai Municipal Corporation (BMC) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Brihanmumbai Municipal Corporation (BMC) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

1. Background:

Brihanmumbai Municipal Corporation covers an area of 437.71sq.kms.with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation (BMC), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Mumbai.

BMC (The Authority) is one of the largest local self-governments in the Asian Continent. In observance of historic traditions of strong civic activism, with the change in time and living conditions to match with the urbanization, BMC has mainly focused in providing almost all kinds of Civic services viz, Hydraulics, storm water drain, sewerage, water supply projects, roads, bridges, solid waste management, and environmental services. Beside this, the BMC is also providing dedicated services in various segments such as Health, Primary Education as well as the construction and maintenance of Public Markets and Slaughter Houses.

BMC is an organization having different departments, right from Insecticide Officer's Branch of Public Health Dept to Education, Market, Fire Brigade dept. and other such departments where quite a good number of staff members are working.

Scope of Work:

BMC is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads and bridges and Building Construction etc.

It is intended to have an agency for Supply of Pick up vans like Tata 407 or equivalent type of vehicle on hire basis for the use of Insecticide Branch of Public Health Department, BMC in City Division for a period of Three years.

The contractor shall supply Pick up vans without labours as per Annexure 'E' on hire

basis to the ward staff as per the requirement of the wards in different shifts timing. The tentative timings are specified in Annexure 'E', however, the actual timings will be prescribed while indenting the vehicles.

The work includes supply of Pick up vans on hire basis to the wards in City Division for transportation of staff, fogging machines, Petrol, diesel, Insecticides, Rodenticides, Rodents and spraying equipments, Rat Traps, etc. from the PCO Chowky / Office to various locations in the Ward area for mosquito control measures, viz. Fogging, Larviciding & other activities like Spraying and Rodent Control, etc. in City Division areas or any article that indenting agency intends to transport from one place to the other, anywhere in the BMC limit.

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

Instructions to Vendors participating in e-Tendering for the supply of Pick up vans to the Insecticide Branch of Public Health Department in the City Division of BMC.

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

bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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

28. As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29. Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30. The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal .
31. The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32. Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal .
33. For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.

SPECIAL NOTE:

TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘ <https://mahatenders.gov.in> ’

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

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (<https://mahatenders.gov.in>)

SECTION 6

INSTRUCTIONS TO APPLICANTS

Scope of applications

The Authority wishes to receive applications for qualification in order to SELECT experienced and capable Applicants for the bid stage.

Eligibility of Applicants

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian Companies' Act, 2013. The contractors not registered with the Brihanmumbai Municipal Corporation (BMC), will be allowed subject to condition that they will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security will be forfeited.

6.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in BMC/ Semi Govt. / Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied).

a) Three similar completed works each of value not less than the value equal to **20%** of estimated cost for 01 year of the tender.

Or

b) Two similar completed works each of value not less than the value equal to **25%** of estimated cost for 01 year of the tender.

Or

c) One similar completed work of value equal and or not less than the **40%** of estimated cost for 01 year of the tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

6.2 Financial Capacity

Achieved an average annual financial turnover of **Rs.1,79,32,890/-** (Rs.One Crores Seventy Nine Lakhs Thirty Two Thousand Eight Hundred and Ninety Only) as certified by 'Chartered Accountant' in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Submission of Tenders

PACKET – A

NOTE - All the documents in Packet 'A' and Packet 'B' should be uploaded in P.D.F. Format only.

The Packet 'A' shall contain scanned certified copies of the following documents.

Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for Contractor.
- c) GST Registration certificate.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.

If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance re-quired to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

PACKET – B

The Packet 'B' shall contain scanned certified copies of the following documents –

a) The list of similar type of works as stated in para 'A' of Post qualification successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para 'A' of Post qualification.

b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.** (Proforma – II)

c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A. / Financial Institution shall be accepted as a evidence).

d) The bidder shall give undertaking on Rs 500/-stamp paper that it is his / their sole responsibility to arrange the required machineries either owned / on lease or hire basis, at site before start of the work.

i) Regular and Routine works: The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he / she will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

ii) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.

e) The Bidders shall upload the tax structure.

f) The successful bidder shall submit valid registration certificate under E.S.I.C, Act 1948, if the tenderer has more than 10 employees/persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less

employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.200/- stamp paper as per Circular no. CA/FRD/I/65 dt.30.03.2013.

g) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if the tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons then the successful bidder has to submit an undertaking to that effect on Rs.200/- stamp paper as per Circular no. CA/FRD/I/44 dt.04.01.2013.

If it is found that the tenderer has not submitted / uploaded the required documents in Packet 'B', then the shortfalls will be communicated through e-mail only and compliance required to be made within three working days otherwise they will be treated as non-responsive. The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted by imposing penalty of **Rs. 2000/-** per document.

If the information of short documents (Packet A and Packet B as applicable) sent by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender is not delivered or in return reply for the short documents /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case 5% of EMD will be forfeited and their offer will be treated as non-responsive.

Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system or as informed to as intimated by email 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" are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

PACKET – C

- a. This Packet will be generated by the system itself. Bidder has to fill in the rate he desires to quote as per the requirement of the tender.
- b. This Packet shall therefore contain only financial offer of the bidder and nothing else.
Above three Packets i.e. 'A', 'B' and 'C' form part of e-tendering process.

If tenderer desires to bring to the notice of BMC certain specific facts regarding the offer submitted so also break up of taxes as explained below a letter to that effect in physical form should be submitted in Packet 'B'. Any condition deviating from tender conditions should be submitted in Packet 'B'.

Tenderers shall note that they shall not disclose / quote the rates of any item in Packets 'A' or 'B'. Any such indication / attempt by the tenderer shall amount to disclosure of rate in advance and his tender would be rejected outright.

Note: In case of rebate / premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by Insecticide Officer. The format for rate analysis is annexed at Annexure D.

BID SECURITY OR EMD

- ◆ The Bidder shall furnish, as part of the Bid, Bid Security / EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- ◆ The bidder will be required to deposit along with his Bid, an Earnest Money Deposit of **Rs. 5,97,763/- (Rs. Five Lakhs Ninety Seven Thousand Seven Hundred and Sixty Three Only)**. There is no provision in the Mahatender Portal for forfeiture of 10% EMD in case of Non Responsive Bidders. In order to facilitate 10% EMD forfeiture, bidder will be directed to pay 90% EMD amount of **Rs. 5,37,987/- (Rs. Five Lakhs Thirty Seven Thousand Nine Hundred and Eighty Seven Only)** through payment gateways of GOM on URL <https://mahatenders.gov.in> and the remaining 10% EMD amount of **Rs. 59,776/- (Rs. Fifty Nine Thousand Seven Hundred and Seventy Six Only)** in the form of pay order / D.D. in favour of BRIHANMUMBAI MUNICIPAL CORPORATION to be submitted to the Insecticide Officer on day before the submission of tender (the 'EMD'), refundable in accordance to the relevant clause from the bid date, except in the case of the selected bidder whose Bid Security / EMD shall be retained. The bidders will have to provide Earnest Money Deposit

through the payment gateways while submitting the bid. The bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.

- ◆ Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

- ◆ The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

- ◆ The Bid Security / EMD of all the Bidders, except L-1 shall be refunded as per the process of the Mahatender Portal after opening of financial bid.

- ◆ The Bid Security may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity);

- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

- i. sign the Agreement; and / or

- ii. Furnish the required Security Deposits.

No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

i) Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,

- i. Valid Registration Certificate.

- ii. Valid Bank Solvency.

- iii. GST Registration Certificate.

- iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.

- v. Partnership Deed and any other documents.

- vi. Undertakings as mentioned in the tender document.

- b. Wrong calculation of Bid Capacity,

- c. No proper submission of experience certificates and other documents, etc.

ii) Non-curable Defect shall mean

- a. In-adequate submission of EMD / ASD amount,

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

1) **Contract Deposit** – The successful tenderer, here after referred to as the contractor shall pay an amount equal to five (5) percent of the contract sum which shall be paid within thirty days from the date of issue of letter of acceptance.

B. Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of work subject to no recoveries are pending against the said work, provided that the Insecticide Officer is satisfied that there is no demand outstanding against the Contractor.

C. Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no.26206 dt. 31.08.2023

The tenderers are requested to note that stationary charges as per above Circular will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

D. Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay Stamp Duty on the contract.

i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act, 1958, Stamp Duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five Hundred Rupees Plus 0.1% of the amount above Rupees Ten lakhs subject to maximum of Rupees Twenty Five lakhs.

ii. The successful bidder shall enter into a contract agreement with BMC within **30 days** from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page no. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing, etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2. Applicants / Bidders shall refer [portal.mcgm.gov.in\ tenders](http://portal.mcgm.gov.in/tenders) for "The Manual of Bid-Submission for Percentage Rate / Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to io.phd@mcgm.gov.in . The subject shall clearly bear the following identification / title: **"Queries / Request for Additional Information: TENDER for Supply of PICK UP VANS FOR CITY DIVISION"**. Any changes in e-mail ID will be intimated on the portal.

3. In case of **Equal Rates** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of Packet C **on same BID-Document number for re-quoting. 'Sealed Bids' shall be called from the bidders quoting the**

same rates i.e. L1.

In case of **Equal Rates** of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by the Insecticide Officer.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Sub:- “SUPPLY OF PICK UP VAN'S ON HIRE BASIS FOR THE USE OF INSECTICIDE BRANCH OF PUBLIC HEALTH DEPARTMENT OF BMC IN THE CITY DIVISION FOR A PERIOD OF THREE YEARS”

Preamble :

It is intended to have an agency for Supply of vehicles (Pick up vans like Tata 407 or equivalent type of vehicle) on hire basis for the use of Insecticide Branch of Public Health Department of BMC in City Division for a period of Three years.

1. SCOPE OF WORK

The contractor shall supply Pick Up Vans with Drivers but without labourers as per Annexure 'E' on hire basis to the ward staff as per the requirement of the wards in different shifts timing. The tentative timings are specified in Annexure 'E', however, the actual timings will be prescribed while indenting the vehicles.

- a) The work includes supply of Pick Up Vans on hire basis to the various wards in City Division for transportation of staff, fogging machines, Petrol, diesel, Insecticides, rodents and rodenticides, equipments etc. from the PCO department office to various location in the ward area for mosquito control measures viz. Fogging, Larviciding & other activities such as Rodent control, Fly control, etc., in City Division ward areas or any article that indenting agency intends to transport from one place to the other, anywhere in the BMC limit.
- b) The contractor shall keep the vehicle clean and tidy.
- c) It is necessary for contractor to wash the vehicles supplied by them, at regular intervals with water spraying at service station. The requisite entries for the same shall be made on the logsheets & in a separate register for the same.

QUANTUM OF WORK :

The contractor has to supply Pick up Vans on hire basis with Drivers but without labourers as per details at Annexure 'E'.

2A-1 General

- a) The contractor shall follow the program given by the respective ward staff in each of the shift. Under no circumstances the contractor shall not attend or refuse to attend to the program.
- b) The timings may be readjusted for most effective transportation work by the ward staff in some cases.
- c) The number of trips to be made in a shift of 8 hours by the vehicles will be decided by the respective ward staff.
- d) The contractor shall provide vehicles as per the requirement of the concerned ward staff.
- e) The contractor shall keep close liaison with the Insecticide Officer and his representative. For daily vehicular requirement & work performance the contractor shall keep close liaison with Pest Control Officers of the respective ward during working hours.
- f) The contractor's representatives shall keep ward wise all records and submit all reports desired to operate the program as suggested by Insecticide Officer.

2A-2 Normally, the timings will be as under for Vehicle supply hours for 8 hours, 50 Kms shift. 07.00 A.M. to 03.00 P.M. in the 1st shift and 8 hours, as per the time decided by Pest Control Officer, in the 2nd shift.

However, in special case, if ward indents any vehicles at any specific timing other than the timing stated above for a specific period without affecting much of the standard schedule, the successful tenderer has to supply the vehicle accordingly. Pest Control Officer shall have the liberty of indenting specific number of vehicles in a differed shift from the total number of vehicles allotted for that particular ward. Such change in differed timing of such vehicles shall be informed to the successful tenderer one day in advance.

The starting time / km will be considered as the reporting time / km at the ward as intimated by the Pest Control Officer of the ward. The ending time / km will be considered as the time / km noted at the time of relieving the vehicle recorded on logsheet.

2A-3 Tenderers will note the approximate ward wise vehicle services requirement in the above shifts, as indicated in Annexure 'E'. The vehicle services required by the ward in each shift may change upto -25% to +25%.

2A-4 GUIDELINES FOR TYPE OF VEHICLES

a) General :

- ✓ The BMC under no circumstances will accept vehicles which are not as per specifications. If the vehicles are not approved by the Insecticide Officer the vehicles shall not be accepted.
- ✓ The vehicles shall be Road worthy vehicles as approved by R.T.O. conforming to rules & regulations prescribed in this respect from time to time or by any other concerned statutory and competent authorities regarding use of fuel or pollution control or any other modifications. The vehicles shall be in good condition so as to have service reliability.
- ✓ The copies of registration document shall be furnished to the ward about the vehicles which are in daily use (owned or in command)
- ✓ Vehicles provided by the contractor should adhere to all the rules, existing ones and those prescribed from time to time by Regional Transport Authority, Mumbai or any other statutory authority including air pollution standards and measures in Mumbai.
- ✓ Vehicles provided by the contractor shall be filled with adequate quantity of fuel before starting of work. In no case any repair to the vehicles after reporting to the wards will be allowed & such delay will be penalized.
- ✓ The consumables required for the operations of vehicles, shall also be provided in adequate quantity before starting of the work.

Pick up Van specifications:

- b) i) The Pick up Vans to be supplied on hire basis shall be suitable to carry minimum payload of 2 Tons & shall have rear compartment having volumetric capacity of minimum 8 cu.m. The vehicle shall be closed body covered from top & sides with proper ventilation and shall have seating arrangement for 6 to 8 persons in rear compartment. Doors opening on either side of the rear compartment will not be allowed. The rear compartment should have collapsible panel or 'phalka'. Adequate steps to be provided on the collapsible panel for climbing. A hanging rope of proper length to be provided as a support for climbing. A fixed rod at center of the top side to be provided as a support for standing. A fire extinguisher of appropriate type and size to be provided in the drivers cabin, which should be valid at any given time. In addition to this a sand bag of 25 Kgs. should be placed in the rear compartment. The measurements / dimensions of existing Pick Up Vans vehicles being used are provided hereunder for ready reference :-

Wheel Base	: 2750 mm	GVW	: 4450 kgs.
Overall width	: 1900 mm	Payload	: 2200 kgs.
Overall length	: 2560 mm		
Overall height	: 1950 mm		

ii) The vehicles shall look good and not shabby at all times.

iii) a) The vehicles shall reach before notified time, else penalty clauses will apply.

b) The vehicles shall be used for transportation of staff, fogging machines, Petrol, diesel, Insecticides, rodents and rodenticides, equipments, etc. from the PCO department office / chowky to various locations in the ward area for mosquito control measures viz. Fogging, Larviciding & other activities such as Rodent control, Fly control, etc., in City wards area or any article that indenting agency intends to transport from one place to other, anywhere in the BMC limit.

c) Tenderers will note the approximate ward wise vehicle services requirement is as indicated in Annexure 'E'. The vehicle services required by the ward in the shift may change upto **+25% or -25% services**.

The contractor shall supply the increased vehicles as per the same rates, terms & conditions applicable for regular vehicles. The requirement of the vehicles is shown against each division. However, it shall be open for the Corporation to vary the number of the vehicles in any ward.

d) At the site / wards, the drivers of contractors vehicles shall obey the instructions of the site / ward staff for proper entry of the log sheets and systematic parking at the site as shown by the Municipal staff. The failure to comply this will be viewed seriously. The contractor shall depute a responsible person at the site / wards from time to time to see that the vehicle drivers are following the instructions of site / ward staff.

e) In case of emergency contractor from the other wards / divisions shall be asked to work in any of the wards / divisions other than the wards / divisions allotted to him in City / Eastern / Western divisions and he shall be paid at the rate quoted by him for the wards / divisions he is operating or the rate quoted by the contractor for the wards / divisions he is directed to work which-ever is higher.

f) In case of breakdown of vehicles the contractor shall make alternate arrangement. In case no alternate arrangement is made and the program given to the said vehicle cannot be completed or attended in that shift, the Contractor shall be penalized as per relevant clause of schedule of penalty.

g) In case the contractors vehicle fails on the road due to the mechanical / accidental breakdown, etc. then contractor will make necessary arrangements to attend to the

break down and make necessary arrangements to make the vehicle operative as soon as possible.

h) As the vehicles are indented for any particular day are not utilized for some reason or the other and returned within two hours from the time of reporting, it will be treated as vehicle has not been indented and no cost will be paid to the contractor.

i) The contractor shall provide a board showing that the vehicle is "On Municipal Duty" and the name of the Ward should be exhibited on the front side of the vehicle at a conspicuous place so long as the vehicle is on municipal duty.

j) Vehicles shall be sent to work in perfect working order having proper registration and fitness certificate for road worthiness from Mumbai R.T.O. and with adequate supply of fuel oil for completing the program in a particular shift. If the vehicles go for fueling after it is received for work at the Ward office the time elapsed by them will be taken into consideration at the time of payment of bills, in case the output of work is affected adversely.

k) The vehicles shall have valid Pollution control certificate (P.U.C.) at all times and copies of the same shall be provided to the Pest Control Officer of the respective ward / Insecticide Officer & kept with the driver. The vehicles shall have valid Fitness Certificate issued by R.T.O. and 3rd party insurance cover at all times & copies of the same shall be provided to Pest Control Officer of the respective ward / Insecticide Officer every year.

l) If it is found that any vehicle has made an accident or is liable to make an accident due to vehicle not being road worthy or due to mal-operation by the contractor's driver or by rash driving or by contractors staff, such vehicles shall be debarred for use till the condition of the vehicle/s is restored to normal condition anywhere in any of the Wards and it will be contractors responsibility to make up the quota immediately.

m) The payment towards toll tax will be the contractor's responsibility and BMC will not bear any cost on this count. They have to consider the toll tax payment in the bidding.

n) The cost of any damage injury or death caused by the contractor's vehicle or any claim arising out of it, will be recovered from contractor.

o) No extra payment will be made for extra kms. and extra hours.

p) The contractor should display the registration No. of vehicles and name of the Ward on the top portion of the cabin on the cleaner's side.

q) The successful tenderer shall have to paint the slogan communicated from time to time in any language on the vehicles as & when directed by the Municipal

Commissioner / Insecticide Officer or his authorized representative.

- . Contractor has to make substitute provision for off relieving & leave period of the work force deployed, as per the requirement.
- . In case of the roads totally closed for renovation / reconstruction or laying utility etc., the contractors shall convey the situation to BMC in writing. The work shall be carried out by parking the vehicle at the nearest accessible place.
- . A duty reporting place will be informed by BMC.
- . Parking of vehicles will be ward wise. The parking space will be arranged by the Contractor. BMC will not be providing any parking space. The Contractor shall have his own workshop / agreement with the workshop owner to use the space on lease for maintenance and washing of the vehicles.
- . The employees provided for the vehicles, operations and manual work in the area shall be covered under all relevant labour laws & Employment laws prevailing in the state of Maharashtra and in India especially the Minimum Wages Act, the Contract Labour (Regulation and Abolition) Act, 1970 etc. and those get introduced in future from time to time. The wages / salary paid to the relevant categories should not be less than that specified under the minimum wages act pertaining to the rates decided by the Central Government revised from time to time. The Contractor shall have all the licenses required under the Contract Labour Act, if not at the time of the tender than within 3 months from the Letter of Acceptance.
- . BMC shall not be liable to take any corrective action, incur any extra cost on account of these laws by way of compensation or any other assistance to the workers or bear any legal liability- direct or indirect, except for difference in Minimum wages revised by Central Govt. from time to time. The successful tenderer shall take care of all these areas at their end and at their cost. The employees of the contractor will not have any kind of claim or right for their employment in BMC.
- . It will be the total responsibility of the successful tenderer to maintain requisite documents, registers, wage cards, daily attendance muster, service records including P.F., Gratuity etc where applicable and submit IT returns regularly to the statutory authority, if necessary.
- . The successful tenderer shall look after the welfare of the employees. The Contractor shall cover his employees against accidents and mishaps by having 3rd party insurance covered of the employees. Regular health checkups of the employees shall

be carried out by the Contractor.

- . The vehicles to be supplied should be valid for the entire period of the contract and should have been manufactured in January 2020 or thereafter.

Vehicle Tracking System :

The tender also involves the installation of vehicle tracker system with GPS / GPRS technology on all vehicles supplied by the successful tenderer. The BMC shall, if desired, fit / mount the GPS on all or any of the vehicles hired under the said contract, in order to keep the tracking & monitoring of the vehicles. The successful tenderer will have to ensure that the vehicles deployed under the contract for the users shall not be repeatedly changed, as changing of the vehicles will necessitate the shifting of the GPS from one vehicle to another. Further, the tenderer shall note that in case it is utmost necessary for the successful tenderer to change the vehicle deployed for the use of user department, the cost on account of shifting of the GPS system will have to be borne by the successful tenderer. In such cases, the work of shifting of the GPS system shall be got done by the successful tenderer immediately through the BMC appointed agency for GPS / VTMS, as per their prevailing rates. In case, no agency is available with BMC for said shifting of the GPS work of the BMC or the appointed agency for GPS / VTMS is not in a position to carry out the GPS shifting work, the same will have to be got done through some other suitable agency with the permission of the Executive Engineer (Transport), BMC / Insecticide Officer. The successful tenderer shall note that after installation of GPS by BMC / User Department on all the vehicles being provided by the particular contractor, if the successful tenderer changes any of the vehicles deployed for the use of user department & vehicle is provided without fitment of GPS, only 60% of the payment on pro-rata basis for that particular service shall be payable except in case of breakdown of the particular vehicle on the road, wherein the successful tenderer will have to make alternative arrangement within 1 hour & fitment of GPS on alternative vehicle in such eventualities for that particular day will not be insisted upon if the alternative arrangement is made within 1 hour & vehicular services are continued.

3. The process of Start up and Implementation

- a) The successful tenderer will give a 'Letter of Acceptance' and a firm assurance of starting the work.
- b) The successful tenderer shall identify and note the investment and operational

expenditure required to be done.

4. Operational Records and Operations Control

a) The successful tenderer shall keep all the statutory documents and registers duly recorded for inspection of BMC before 10 days of commencement of regular work.

b) The successful tenderer should also keep operational records of Log Sheets of vehicles as per specification decided by Insecticide Branch.

5. Preparatory work

Preparatory work consist of appointing drivers etc. Any other work, if required, to be taken up before start of the contract.

6. Mobilisation period

The mobilization period is 1 month for supplying the Pick Up Vans vehicles on hire basis as per the specifications specified in the tender document. The successful tenderer will have to immediately commence the work as soon as the work order is issued. However, during the mobilization period, if the successful tenderer is unable to supply the requisite number of Pick Up Vans on hire basis meeting specifications specified in the tender document, he shall be allowed to supply such Pick Up Vans on hire which are closest to the specifications with the approval of Insecticide Officer. However, the contractor will be paid 65% of the rates prevailing in the contract in respect of such Pick Up Vans.

The contract period of **3 years** will start from the date of commencement of the work.

7. Manpower Deployment for Work:

The following manpower categories shall be deployed on the vehicles. A liaison person of the contractor shall co-ordinate with the ward staff on a regular basis.

- ✓ Driver for Pick Up Van vehicles.

8. FACILITIES AND BENEFITS FOR THE WORK FORCE EMPLOYED:

- a) The work force employed for the work defined in this document should be on payroll of the Contractor on monthly basis. The successful tenderer shall furnish the details of the workers going to be deployed in the entire contract below the line of supervision before commencing the work. The drivers shall be paid as per Minimum Wages Act & Motor Vehicles Act. The wages paid to the workforce shall be made by cheque payment only and the details of the payments made to the workforce shall be submitted to the ward staff on demand.

- b) i) Parking Space :- Contractor shall establish a parking facility on their own. The BMC will not be responsible for parking of the vehicles.
- ii) The contractor shall report all accidents occurred either to its drivers or any third party during operation / travel of these vehicles to the Pest Control Officer / concerned staff of the ward as well as to the Insecticide Officer. The accident form shall be immediately filled-in at least on the next day and submitted to the user ward / Insecticide Officer.

9. Contract Period

The contract period is for **Three years** from the date of commencement of the work. However, the Corporation may reduce the contract period by giving prior notice of **1 month** in the event of poor performance of the contractor. The contractors shall not object to the same and the Corporation shall not entertain any demand for compensation.

10. Schedule of Rates & Bill of Quantities

The tenderer have to fill in the rates online; as per SCHEDULE OF QUANTITIES & RATES .

RATE SHALL NOT BE QUOTED IN ANY DOCUMENT FORMING A PART OF PACKET 'A' & 'B'. The rate quoted shall be for supply of one vehicle per ward per day , fixed for the entire contract period of 03 years.

11. Vehicles shall be sent to work in perfect working order having proper registration and fitness certificate for roadworthiness from R.T.O.
12. The driver appointed on every vehicle supplied shall possess a valid driving license and his record shall be clean and shall have bare minimum knowledge of the vehicle and the traffic rules.
13. Vehicles to be provided as per indent must have been cleaned / washed.
14. Driver of every vehicle, while on BMC duty, shall carry with him R.C. Book, Insurance Policy, Vehicle Tax Paid Receipts, valid PUC Certificate, etc.
15. The contractor shall insure all the vehicles under Motor Vehicle Act and as per R.T.O. Rules and Regulations. The insurance shall have 3rd party insurance cover and shall cover-
- (a) damages of contractor's own vehicles and his driver or any other person.
 - (b) Municipal/contractual staff appointed by the BMC and traveling on the vehicle for discharge of their work,
 - (c) damage to Municipal property,
 - (d) damage to any third party vehicle / property / person.

The aforesaid insurance policies shall be in force by making timely payment of premiums and submitting the copies of the insurance policies to the Ward staff. The contractor shall indemnify & keep indemnified the BMC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of this contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

16. Vehicles provided by the contractor should adhere to all the rules, existing ones and those may be prescribed from time to time by Regional Transport Authority, Mumbai or any other statutory authority including air pollution standards and measures in Mumbai.

- a) Shift Hours:- **8 hrs.**
- b) Shift timing:- As per requirement, generally **7.00 am to 3.00 pm** or as directed by the user dept.
- c) Expected average running of vehicle: - **50 km approx. per shift of 8 hrs.**
- d) Reporting place: - Concerned wards / Departments / PCO Chowky.
- e) Work site:- Various sites within City limits.
- f) User Dept.:- PCO department of respective ward.
- g) Description of work: - For transportation of staff, fogging machines, Petrol, diesel, Insecticides and equipments, etc. from the PCO department office / Chowky to various location in the ward area for mosquito and Rat control measures viz. Fogging, Larviciding & other activities such as Rodent control, Fly control, etc., in City wards area or any article that indenting agency intends to transport from one place to other, anywhere in the BMC limit.
- h) Requirement of driver :- Tenderer to provide the driver having valid driving license
- i) Operation, Maintenance & Diesel, Oil etc.:- To be provided by tenderers.

SECTION 8

BILL OF QUANTITIES

SCHEDULE OF RATES & QUANTITIES

NOTE : For information purpose only. Actual rates to be filled online in price bid.

Sub : “Supply of Pick up Vans on hire basis for the use of Insecticide
Branch of Public Health Department of BMC in City Division for
a period of 03 (Three) years.”

SI No.	Item Description	Quantity	Units	Estimated Rate	Basic Rate in Figures To be entered by the Bidder Rs. P	TOTAL Amount without Taxes	TOTAL Amount with Taxes	TOTAL Amount In Words
1	Hire charges of 01 Pick-up Van per service per day.	33 services per day	Nos.					

SECTION – 9

GENERAL CONDITIONS OF CONTRACT

All relevant clauses in the GCC published vide Cir No.MDD/7878 dated 27.09.2016 are applicable to this tender

A Booklet containing GCC is available on BMC website for downloading to intending bidder along with other bid documents. It shall form part of contract documents.

GENERAL CONDITIONS OF THE CONTRACT FOR SUPPLY OF PICK UP VANS

(A) GENERAL OBLIGATIONS

1. Works to be carried out

The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of works / items / quantities and the bills of quantities shall unless otherwise stated be held to include waste on materials, carriage, and cartage, fitting and fixing it position and all other labour necessary in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.

2. Sufficiency of the tender

The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

3. Safety provisions

The contractor shall at his own expenses arrange for the safety precautions as required by the Corporation, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor.

The tenderer shall note that THE COMMISSIONER OF BRIHANMUMBAI MUNICIPAL CORPORATION shall not be responsible for any mishap or accident to workmen of the contractor or BMC's employee working at site, while performing these jobs and no compensation shall be payable by BMC. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills.

The successful tenderer shall take all the precautions to avoid any damage to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

The successful contractor shall take utmost care not to cause any nuisance due to noise, welding operations etc. They shall take all the proper precautions in this respect.

4. Patent rights and royalties

The contractor shall save harmless and indemnify the Corporation from all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name of other protected rights in respect of any constructional plant, machine work or material used for or in connection with the work or any of them and from all claims, proceedings, damage, costs, charges and expenses whatsoever in respect of or in relation thereto.

5. Payment of bills

As per Municipal procedure, payment for the work done / material supplied will be made within thirty days from receipt of the bill, subject to satisfactory completion of work / delivery of articles or otherwise as specified in special conditions of contract.

6. Contractor's other liabilities and insurance:

From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal tools and plants from any cause whatsoever (Save and except Excepted Risk) and shall at his own cost repair and make good the same so that at completion the works and all Municipal Tools and Plants shall be in good order and condition and in conformity in every respect in the requirements of the contract and the instructions of the Insecticide Officer.

In the event of any loss or damage to the works or any part thereof or to any tool and plant or to any material or article at the site from any of the excepted risk the following provision shall have effect :

- a) The contractor shall as may be directed in writing by the Insecticide Officer, remove from the site any debris and so much of the works as shall have been damaged, taking to the Municipal store such multiple tools and plants articles and/or on materials as may be directed.
- b) The contractor shall, as may be directed in writing by the Insecticide Officer proceed with the erection and completion of the works in accordance with the provisions and conditions of the contract and
- c) There will be added to the contract sum the new amount due ascertained in the same manner as per deviations or as prescribed for payment in respect of the re-execution of the works lost or damaged, the replacement of any tools and plants and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damage occurred and removed, by the Contractor as provided above of Municipal tools and plants, articles and / or materials to the Municipal stores and of the debris and damaged works referred to therein.

Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss injury which may occur to any property (Private, Government and/or Municipal) or to any Person (including any employee of the Municipal Corporation by or arising out of the contract.

"All insurances to be effected by the contractors and/or his Sub-Contractors shall be taken out with the Directorate of Insurance, Maharashtra State only". In case however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, a Contractor will be allowed to have such insurance from other insurance company with the prior permission of the Commissioner.

If required by the Insecticide Officer, the Contractor shall, without limiting the obligations and responsibilities under this condition insure the work (from commencement to completion) the Municipal Tools and Plants hired by the Contractors and all materials at site at their full value against the risk of lose or damage from whatever cause arising, other than that of the Excepted Risks. The said insurance shall be in the joint names of a Commissioner and the contractors, and the contractors shall deposit with the Commissioner the said policy or policies along with the receipts for premium of such insurance under such policy or policies shall be recovered by the Municipal Corporation and shall be paid to the contractor in installments by the Commissioner for the purpose of rebuilding or replacements or repair of the works and or goods destroyed or damaged as the case may be.

If the contractor has a Bank Insurance Policy for all his Works and policy covers all the items to be insured under these conditions, the said policy shall be assigned by the contractor in favor of the Municipal Corporation; provided, however, if any amount is payable under the policy by insurers in respect of works other than the works under this contract the same may be recovered by the contractor directly from insurers.

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a Municipal machineries , building or part thereof is rented by the Contractor or is allowed to be used by him he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials or combustible nature as to which the decision of the Insecticide Officer shall be final and binding.

The Contractor shall indemnify and keep indemnified the Municipal Corporation against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage causes by the Excepted Risks.

The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938. The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all costs, charges and expenses of any suit, Action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts

mentioned above or any modifications thereof or any other law relating thereto.

The aforesaid insurance policies shall provide that they shall not be cancelled till the Commissioner has agreed to their cancellations.

The Contractor shall prove to the Commissioner from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till the expiry of the Defects Liability Period.

The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Municipal Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be provided by his sub-contractor (if any) as the case may be the Commissioner as and when required the relevant policy or policies and premium receipts.

If the contractor and / or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above for any other insurance which he / they may require to effect under the terms of the contract then and in any such case the Commissioner may without being bound to effect and keep in force any such insurance and pay premium or premia as may be necessary for the purpose and from time to time deduct the amount so paid by the Municipal Corporation Plus 20 percent of premium or premia amount as service charges from any money due or which may become due to Contractor or recover the same as debt from the Contractor.

All the insurance to be effected by the contractor and/or his sub-contractor shall be taken out only with the insurance company or companies approved by the Municipal Commissioner.

7. Changes in constitution

When the Contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of the condition no. H-01 thereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition.

8. Details to be Confidential.

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, & shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Insecticide Officer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Employer whose determination shall be final.

9. Photographs of the works

No photographs of the work or any part thereof or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractor without the prior approval of the Insecticide Officer in writing and no such photographs shall be published or otherwise circulated without the approval of the Insecticide Officer in writing.

(B) LABOUR

1. Employment of labour

The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Insecticide Officer. The Contractor shall not employ connection with the work any child who has not completed his 18th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the factories Act 1948.

The Contractor shall also see that all the provisions regarding employment of young persons covered by the employment of Children Act, 1933 and the factories Act, 1948, as amended from time to time shall be fully complied with. The Contractor shall also see that the provisions set for under the minimum wages act and contract regulation and abolition act 1970 with The Maharashtra Contract labour (Regulation and Abolition) rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of Wages, overtime etc. made to his workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or the State Government.

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

The Contractor shall indemnify the Municipal Corporation or any agent, servant or

employee of Municipal Corporation for any lapses on the part of Contractor on account of non-compliance of above referred acts.

A. Minimum Wages

1. The Contractor shall pay the laborers engaged by him on the work not less than a minimum wage (which expression shall mean whether for time or piece work, the respective rates of wages as fixed under the law for time being in force)
2. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to laborers indirectly engaged on the work including any labour engaged by labour contractors in connection with the said work as if laborers had been immediately employed by him.
3. The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Dispute Act, 1947, Indian Factories Act, 1948 and the Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time. He will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the laborers employed by him directly or indirectly.
4. The contractor shall indemnify the Municipal Corporation by executing a separate Indemnity Bond on requisite stamp paper against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.

B. Registration of Employment and Welfare

The Contractor, which expression shall include Sub-Contractor or any such person or group of persons representing the Contractor who are required to handle iron and steel material shall register themselves as employer with the Bombay iron and Steel Labour Board and shall completely fulfill all the obligatory provisions of the Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment and Welfare) Scheme, 1970. The consequences of failure of compliance of any of these provisions will entirely be the liability and responsibility of the Contractor.

C. FORCE MAJEURE CLAUSE:

Notwithstanding the provisions of above, the tenderer shall not be liable for forfeiture of its performance security, liquidated damages or termination or other failure to perform its obligations under the contract as a result of an event of Force Majeure. For purposes of this

clause, "Force Majeure" means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and such events may include riots, wars or revolutions, fires, floods, epidemics, earthquakes, other natural calamity and quarantine restrictions.

Delayed delivery of chassis due to any event other than listed above for fabrication etc., due to strike of related trades etc., will not be considered as Force Majeure. If the force majeure situation arises, the successful tenderer shall promptly notify the BMC in writing of such condition and the cause thereof. Unless otherwise directed by BMC in writing, the successful tenderer shall continue to perform its obligations under the contract as near as it is reasonably practical, also shall seek all responsible alternative means of performance.

(D) REMEDIES AND POWERS

1) Cancellation of contract in full or in part If the Contractor :

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Insecticide Officer; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Insecticide Officer, or
- c) Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Insecticide Officer, or
- d) Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- e) Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
- a) Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force

for the sequestration of his estate or if a trust deed be executed by him for his creditors; or

- b) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or
- c) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- d) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to -

- (a) Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part the Insecticide Officer shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days.

If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the Insecticide Officer shall have right to sell any or all of the Contractor's

unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.

(E) Termination of contract for death

If the Contractor is an individual or proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Commissioner is satisfied that legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partner, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and / or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

(F) Income Tax

The Contractor shall pay Indian Income Tax on all payments made to him under the contract, other than reimbursements made to him by the Corporation to cover payments by Contractor of minor customs dues etc., or any other payment which the Contractor may make on the Corporation's behalf. Under the provisions of section 194 - C of the Indian Income Tax Act, the Corporation is required to deduct tax at source

and under present legislation will deduct as tax 2 % of the gross amount of each bill submitted. Any ex-patriate site staff or staff not normally resident of India employed by the Contractor or shall pay personal Income Tax on all money earned and paid in India.

SPECIAL INSTRUCTIONS TO TENDERERS FROM INSECTICIDE DEPARTMENT

Tenderer's status:

Tenderers participating in the bidding process have to furnish following details along with required documents in the format enclosed to bid documents :-

- ◆ Whether it is proprietary firm –
- ◆ If yes, name of the owner, complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID etc.
- ◆ Whether it is a partnership concern –
- ◆ If yes, names of each partner, complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID and copy of registration certificate.
- ◆ Whether it is a company –
- ◆ If yes, documentary proof such as certificate of incorporation, memorandum and article of association.
- ◆ Whether is a Co-operative Society –
- ◆ If yes, the copy of registration certificate and letter of authorization from the concerned society and its authorized person's complete Postal Address of Residence & Business with Telephone Number, Fax Number, Mobile Number & E-mail ID.

Common Partners:

Tenderers quoting for the tender shall be governed by following conditions applicable in respect of common partners –

1. All tenderers must disclose the names of their partners, if any in the particular contract. Any tenderer failing to do so shall render himself 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.
2. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /

partner closely related to each other such as husband, wife father / mother and son / daughter and brother / sister shall not tender separately under different names for the same contract.

3. If it is found that firms as described above have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition, such firms / establishment shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
4. If it is found that closely related persons have submitted separate tenders under different names firms / establishment but with common address for such establishment / firms and / or in such establishment / firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers shall be liable for action including similar action against the firms / establishment concerned.
5. If after award of contract it is found that the responsive tenderer violates any of the above clauses the contract shall be liable for cancellation at any time during its currency in addition to penal action including blacklisting against the contractors as well as related firm / establishment.

Litigation History :

The tenderer shall upload online information on litigation / arbitration history in which the tenderer is involved including NIL report, as per Annexure.

Joint Venture :

Joint Venture shall be considered. For Joint Venture following conditions shall be fulfilled :-

The qualification criteria shall be met by the tenderer, as a Single Firm entirely on its own, or by forming a Consortium of not more than 3 firms / companies. Each tenderer shall submit only one tender either by itself, or as a partner in a Consortium. Further, a company participating in the Consortium cannot submit the tender separately in its own name. A tenderer who submits or participates in more than one tender shall be summarily disqualified.

In any registered Joint Venture the share of Lead Partner shall not be less than 51%. The consortium collectively shall fulfill the criteria as prescribed. All partners of the Consortium shall be legally liable, jointly and severally, during the bidding process and for the execution of the contract in accordance with the contract terms.

A copy of the registered Consortium Agreement entered into by all the partners shall

be submitted online with the tender in envelope 'A'. The Consortium agreement shall include, among other things, the Consortium's objectives, the proposed management structure, the contribution of each partner to the Consortium's operations, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the consortium in the event of default or withdrawal of any partner, and arrangement for providing the required indemnities.

Consortium Agreement shall contain a clause to the effect that there shall be a separate Consortium Bank Account (distinct from the Bank Accounts of the individual partners) to which the individual partner shall contribute their share capital and / or working capital. Consortium Agreement shall also contain a clause to the effect that the financial obligations of the consortium shall be discharged through the said Consortium Bank Account only and all the payments made by / or to BMC shall be through that account alone.

The eligibility of a Consortium does not necessarily qualify any of its partners to bid individually or as a partner in any other Consortium of Association.

Taxes :

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills / invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

Rates and validity period:

- 1) Tenderers shall quote firm offer and shall not quote more than one rate for the same item. Conditional offers shall not be considered and shall be treated as non-responsive. The offer will discount for prompt payment, bonus etc. shall not get weightage at the stage of evaluation.
- 2) Alternate Offer submitted by the tenderer shall not be considered. If submitted, offer for that item shall be rejected.
- 3) Validity of the offer should not be less than 180 days from the date of opening of tender. Any period quoted lesser than this will amount to conditional offer and shall be rejected. In exceptional circumstances, prior to expiry of the original time limit, the Municipal Commissioner may request the tenderer to extend the period of

validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer may refuse the request to extend the validity period. A tenderer agreeing to extended validity period shall not be permitted to modify terms of the tender.

- 4) Tenderer shall not quote any conditions outside the conditions included in these documents. Such offers would be treated as conditional offers and would be rejected outright.
- 5) The rates quoted should be firm for the entire contract period and no change on any account shall be allowed.
- 6) The rate offered shall be for the whole work as described in scope of work attached hereto based on the Bill of Quantities.
- 7) The Tenderer shall fill / upload the item rate in figures in the Financial Bid.

Filling in the form & Uploading, signing and sealing :Tenderers shall be advised to fill in the tender documents by observing the following before it is uploaded :

- i. Tender shall be written in English only.
- ii. Before uploading the tender documents tenderers are requested to go through all terms and conditions to be fulfilled and the steps to be followed in uploading the tender documents.
- iii. The tenderers are requested to sign and put the official seal of the company on the last page of the tender form and that of schedule rate copy.
- iv. The tender must be submitted in the tender form / item schedule of the Corporation and should be free from erasures. Any tender containing corrections or alterations shall be rejected.
- v. The rate must be typed on schedule rate copy. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled in carefully.
- vi. Tenderers are informed that they should score off or write 'NIL' on each blank sheets of items, which are not tendered for.
- vii. The tenderers are requested to fill the tender carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after tender has been submitted.
- viii. Who should sign-

- a) If the e-tender is made by an individual, it shall be signed by him/her with his/ her full name and current address.
- b) If the e-tender is made by a proprietary firm it shall be signed by the proprietor with his/her name and the name of his/her firm with its current address.
- c) If the e-tender is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney for the firm for signing the tender. In this case, a certified copy of the Power of Attorney shall be uploaded. A certified copy of the partnership deed, shall also be uploaded.
- d) If the e-tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the tender in which case a certified copy of the Power of Attorney shall be uploaded.
- e) If the e-tender is made by a co-operative society or any charitable institute or any other sanstha it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be uploaded.
- f) If the person signing the tender is other than the individual or the Proprietor, then tenderer shall upload a certificate copy of Power of Authority authorizing the signatory.

Responsibility for uploaded Documents:

- 1) The responsibility to produce original and authenticated documents in respect of documents uploaded rests with the Tenderer. If any document is found to be forged, bogus etc. the tender shall be rejected and the tender deposit forfeited. Any contract entered into under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said contractors and / or the partners.
- 2) If the certificates issued by any state authority are in a language other than English, Hindi or Marathi, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be uploaded, along with a copy of the original certificate.

Amendment to Tender documents:

- 1) Before the deadline for uploading / submission of tender offer, the BMC may modify any tender condition included in the tender document and issue addendum / corrigendum / Clarification by publishing in the newspapers and on the portal. BMC may also adopt e-mail facility or may display such amendment on the notice board of the department issuing the tender also.
- 2) 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 envelope 'B'.
- With a view to give sufficient time to the prospective tenderers to consider any such addendum / corrigendum / clarification, BMC may, if considered necessary, extend the due date of submission / uploading of the offer and accordingly re-schedule the further activities.

General:

- 1) The time is an essence of contract.
- 2) Tenderers are advised to avoid expressions such as 'Immediate', 'Ex-stock', 'As early as possible'. The period shall be counted from the date of issue of indent / purchase order.
- 3) In case of contracts where large quantities of stores is to be purchased in installments say, per month, per quarter, or as and when required, a final date for completion of the total quantity should be stipulated.

Successful Tenderer must distinctly understand the following:

- 1) That he shall have to execute written contract as per the draft of contract / agreement appended to the tender documents. He shall be strictly required to conform to the conditions of the 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 his part for infringement of any of the conditions.
- 2) To pay **contract deposit @ 5%** of the total contract cost in the form of Bank Guarantee (B.G.) within the time specified and execute the contract on the day fixed and intimated in writing. The contract deposit will be refunded after satisfactory completion of the terms of contract.
- 3) That avoiding payment of full contract deposit before execution of the contract on the ground of his other deposits / contract deposits being with BMC shall not be permitted.

Such transfer shall not under any circumstances be permitted.

- 4) That failure to pay the contract deposit within specified period shall be deemed to have committed a breach of the undertaking given by him in the tender for which the Municipal Commissioner may forfeit the EMD. In that eventuality his tender shall stand rejected.
- 5) In case of a Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by the person duly authorized to sign the contract for the Company by a Power of Attorney. Such Power of Attorney must be registered in the office of tender inviting department.
- 6) That the liability on account of stamp duty, stationery and legal charges for execution of contract, at prevailing rate shall be borne by him.
- 7) That all payment due to the contractor shall be made through electronic mode. The contractor / supplier must have account in any Nationalized Bank or Schedule Commercial Banks or Scheduled Co-op. Banks or Foreign Banks in Mumbai jurisdiction. Contractor / supplier shall fill up vendor master creation form and submit it to the office of Chief Accountant (Treasury) along with registration fee as applicable for creating Vendor's Master. However, as far as payment of advance or payment against delivery or any other advance payment shall be by cheque only so as to keep watch on the detailed account / recovery of such advances.
- 8) That if the contract executed is by the partnership firm, Contractor shall not at any time dissolve partnership in respect of this contract or otherwise change or alter their respective interests therein or assign, or sublet 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. In case the Contractor shall at any time commit any breach of this condition then the Earnest Money Deposit / Contract Deposit shall be forfeited.
- 9) That any subsequent change in the name of the firm & address of the firm, the contractor / supplier must intimate such changes with relevant documents and a fee of Rs.5,000/- per change as administrative charges for effecting such changes in BMC record shall apply.
- 10) That the contractor shall have to pay income tax on all payments made to him under the contract. Under provisions of the I.T. Act, the BMC is required to deduct, income tax at source, on the gross amount of each bill paid at the rate prevailing at the time of payment.

- 11) That the successful bidder has to hand over to BMC. all declarations, affidavits, experience certificates, performance etc. certificates in original the copies of which are uploaded along with tender documents.
- 12) That the successful tenderer shall have to execute integrity pact in the form appended to the tender documents and to observe its clauses very religiously.

Payment Terms:

The Bills shall be submitted to the Insecticide Office by the 5th of every month for the preceding month. Payment will be made on the shift basis and not on the basis of distance travelled by the vehicle, only as per normal Municipal procedure i.e. within **30 days** of every month on receipt of bills, at the satisfactory completion of the work. Advance payment will not be made in any case.

The terms of payment as defined above shall neither be relaxed nor any alternate payment terms shall be considered under any circumstances.

Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Tenderer and such amount shall not be refunded to the successful Tenderer by the BMC.

Penalty :

- 1) If the display board showing the vehicle **On Municipal Duty** is not provided, a penalty of Rs. **200/-** per shift per vehicle will be imposed.
- 2) If vehicle gets breakdown on the road and if alternative arrangement is not made within 2 hour, a penalty of **Rs.500/-** per vehicle per instance will be imposed. BMC will make alternate arrangement to complete the work, if required, and cost will be recovered from the contractor's bill on risk & cost basis.
- 3) If tenderer fails to attend any other works covered in the contract or perform incomplete programme or not follow the instructions or disobey the orders of the user deptt., Penalty of **Rs.500/-** per shift per vehicle will be levied at the first instance and **Rs.1000/-** per shift per vehicle will be levied at the second and all subsequent instances.
- 4) If the contractor fails to supply the vehicles on any day a penalty of **Rs.2000/-** per vehicle per shift will be imposed. BMC will make alternate arrangement at the risk & cost of the successful tenderer through the other agency/contractor appointed in adjacent division at their quoted rate plus 15% supervision charges.
- 5) The contractor shall supply full number of vehicles indented for the day. In case of

emergency, the intimation would be given by previous evening. In case of non supply of the vehicle, penalty of **Rs.2000/-** per vehicle per shift will be imposed.

6) If contractors fails to supply vehicle in time i.e. 7 am in regular(1st) shift or at the time decided for the 2nd shift, penalty of **Rs.100/-** per vehicle will be levied / imposed.

7) If valid Registration Certificate is not produced at any given time a penalty of **Rs.500/-** per vehicle will be imposed and the the said vehicle will not be accepted till production of valid Registration Certificate.

8) If valid PUC Certificate is not produced at any given time a penalty of **Rs.200/-** per vehicle will be imposed and the the said vehicle will not be accepted till production of valid PUC Certificate.

9) If valid Insurance Certificate is not produced at any given time a penalty of **Rs.1000/-** per vehicle will be imposed and the the said vehicle will not be accepted till production of valid Insurance Certificate.

10) If it is observed that Vehicle Tracking System is tampered with, a penalty shall be imposed as per the circular issued by Chief Engineer (SWM) in this regard.

11) If it is observed that Vehicle is not as per specifications, ie.-closed body or less than the specified volume, a penalty of **Rs.2000/-** per vehicle per day will be imposed.

12) If it is observed that valid Fire extinguisher is not installed or is not in working condition, a penalty of **Rs.1000/-** will be imposed per vehicle per day.

13) If it is observed that steps for climbing are not provided, a penalty of **Rs.200/-** will be imposed per vehicle per day.

14) If it is observed that rope for climbing is not provided, a penalty of **Rs.200/-** will be imposed per vehicle per day.

15) If it is observed that proper seating arrangement is not provided, a penalty of **Rs.1000/-** will be imposed per vehicle per day.

16) If it is observed that rod for standing support is not provided, a penalty of **Rs.500/-** will be imposed per vehicle per day.

17) Any other penalties as per the descretion of the Insecticide Officer which are not covered in the aforementioned penalties.

Note :

The maximum penalty that can be levied for a particular month for a particular division **will not exceed 20% of the order cost for that month**. However, this clause will not cover the special fine imposed by the officer of the rank of Dy. Municipal Commissioner and above towards non performance of the contractor.

Once a vehicle is short supplied a penalty related to short supply will be applicable. In such case, the other penalties associated with its service will not be applicable.

If it is found at any of the stages of e-tendering process or during the currency of the contract the tenderer has adopted the fraudulent practices, the action as deemed fit including the blacklisting of the firm, withholding all the outgoings, forfeiture of security deposit, etc. shall be initiated against the tenderer.

There may be situation when charging full penalty may not be justified as the reasons for short supply/unperformed services by the service provider may be due to circumstances beyond his control. But waiver of such levy altogether may not be proper. In such cases, at the sole discretion of the D.M.C.(PH), a token penalty up to 10% of the normal penalty or at the percentage D.M.C.(PH) may decide, may be imposed.

Without prejudice to the different conditions prescribed for timely completion of work, supply, delay in completing project / supply, short supply, etc. for which penalty clauses are included under GCC as well as separately in the tender, following conditions shall also apply-

1) On failure to supply :

The successful tenderer shall ensure that during breakdowns etc. the alternative vehicle shall be supplied expeditiously to maintain service reliability. If the contractor fails to supply satisfactorily any of the indented vehicles or fails to supply the same within the prescribed time or fails to replace any defective vehicles, the Insecticide Officer, without prejudice to other rights of taking action, shall be at liberty to procure the same from the open market, at the risk and cost of the contractor and all expenses thereby including extra cost incurred shall be payable by the defaulting contractor. BMC may recover such dues from any moneys due to the contractor under this or any other contract between the Contractor and the Corporation.

2) On inferior quality of performed service :

In case performed service is found to be of inferior quality, it shall be within the competence of the Municipal Commissioner, without prejudice to his other rights and remedies under the contract, to call upon the contractor to pay such amount not exceeding the cost of the substituted service procured by the Insecticide Officer, plus such further amount **not exceeding 20 percent** of the cost as he may think proper, as liquidated damages for each such default and any such decision of the Municipal Commissioner shall be final and binding upon the contractor who shall be bound to pay such amount forthwith on demand made upon them in that behalf.

Secrecy:

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 the aforesaid conditions shall be a sufficient cause to cancel the Contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor, in addition to the legal action as deemed fit.

Compliance with Security Requirements:

The Contractor shall strictly comply with the Security Rules of the BMC in force and shall complete the required formalities including verification from Police and other authorities, if any, and obtain necessary prior permission for entry into the premises.

Confidential Information:

The drawings, specifications, prototype, sample and such other information furnished to the Contractor relating to the supply / works / sub-system / equipment etc. shall be treated as confidential and shall not be divulged to any third party. It shall remain as the property of BMC.

If, during the process of execution of the Contract, any improvement, refinement or technical changes and modifications are effected by the Contractor, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement / modifications effected by the Contractor shall continue to be the property of the BMC.

Laws governing the Contract and Jurisdiction:

The Contract shall be governed by the laws of India for the time being in force. Marking of all the stores supplied must comply with the requirement of Indian Acts relating to merchandise marks and all the rules made under such acts.

The courts within the local limits of Mumbai only shall have jurisdiction to deal with and decide any matter arising out of this Contract.

Indemnity:

The prices stated in the contract shall be deemed to include all amounts payable for the use of patents copy right, registered charges, trademarks and any other industrial property rights. The Contractor shall at all times indemnify the BMC against all claims including claim by any third party which may be in respect of stores for infringement of any

rights protected by patent registration of design or trademarks and shall take all risks of accident or damage which may cause a failure of the supply from whatever cause arising and entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

This tendering process is covered under Information Technology Act and Cyber Laws as applicable.

Extension of Tender Opening Date:

Sometimes, situations may arise necessitating modification of the tender documents already put on sale. Also, after receiving the documents, a bidder may point out some genuine mistakes necessitating amendment in the tender documents. Tender inviting department may also feel necessity of amending it. In such a situation, it is necessary to amend / modify the tender documents suitably prior to the date of submission of bids. Any change by way of amendments / modifications in the tender documents, change in respective dates etc. shall be made known to all bidders by way of corrigendum in the local newspapers as well as on the web.

Amendments / Modifications to bids by the bidder:

In the light of corrigendum issued, the bidder, after submitting the bid, may alter or modify his offer and upload, before revised due date & time of receiving tenders, his modified offer. In that case, he shall delete his original offer.

Late Tender:

Under e-tendering process the question of late submission of tender would not arise as the site blocks any submission on expiry of due date and time. However, if contingency or receiving tenders in physical form arises, late tenders i.e. tenders received after the specified date and time shall not be opened or considered and returned to the tenderer unopened.

Opening of Tenders :

At a predetermined time tender opening process shall start. At that time one representative of each tenderer shall be allowed to remain present on production of letter of authorization in the format as per Annexure- F.

Evaluation of bids :

There are four steps viz.

- a) Preliminary scrutiny,
- b) Detailed scrutiny,
- c) Evaluation of responsive bid on financial ground, and
- d) Deciding ranking of responsive bidders from lowest one.

The tenderer should note that following are some of the basic points for which bid shall be treated as non-responsive:-

- i. Non-payment of bid security or EMD,
- ii. Conditional Bid,
- iii. Validity quoted is less than the required period,
- iv. Non submission of documents in required Packet,
- v. Non agreeing to some essential conditions in the bid document / quoting his own condition,
- vi. Not agreeing to the payment schedule.
- vii. Quoting for goods manufactured by a different firm without the required Authority letter from the manufacturer.
- viii. Not agreeing to give the required security deposit / performance security.
- ix. Quoting for part supply instead of entire requirement as specified in the tender condition.

Based on the conditions, all tenders shall be scrutinized and those non-responsive shall be kept out of consideration. Those responsive shall be considered for opening of packet "B" and further evaluation purpose.

Detailed Scrutiny:

During detailed scrutiny of Packet 'B', the procuring department may, if necessary, call for clarification by giving specific time limit in respect of the documents submitted by the bidders but shall not call for any fresh document or replacement of the documents submitted by the bidders. The eligibility of the bidder shall be determined only on the basis of the documents already submitted.

If bidder fails to submit clarification within the stipulated period his tender shall be treated as non-responsive. Further 10% EMD of the bidder shall be forfeited.

Rejection of Tenders :

In the ordinary course, Municipal Commissioner does not pledge himself to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason.

There are however, some contingencies under which offers received are required to be cancelled or rejected –

- i. There has been a material change in the basic specifications after receipt of tenders.
- ii. The offers received do not conform to specifications in important respects.

- iii. Prices quoted are unreasonably high.
- iv. Lack of competition.
- v. Lowest responsive tenderer withdraws the offer.

Demonstrations:

Where needed, the tenderer, at his cost, should arrange for the demonstration of the equipment quoted for in the tender within 15 days from the date of intimation of the request for demonstration. Such demonstration shall be only in India.

Fall clause :

It shall be a condition of the contract that the price charged for the item to be supplied by the contractor to BMC shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person / organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores or offers to sell such stores to any other person / organization at a price lower than the prices chargeable under the contract, he shall forthwith notify such reduction of cost to the BMC and price agreed to under the contract for the item supplied after the date of coming into force of such reduction shall stand correspondingly reduced.

Risk Purchase:

In the event of supplier failing to fulfill the contractual obligations, an option of completing the Contract at the risk and expenses of the Contractor shall be available under the contract.

Clarification on Tenders:

1. To assist in the examination, evaluation and comparison of Tenders, the tender scrutiny officers may at their discretion, ask any Tenderer for clarification of the Tenderer's tender, including breakdowns of the prices in the Bill of Quantities. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction or arithmetic errors discovered by the officers in the evaluation of the tender.
2. The Tenderer will not be permitted to change the substance of his tender or to replace the document after tenders have been opened.

Acceptance , Rejection, Splitting:

1. The Municipal Commissioner reserves the right to accept any e-tender and / or split the work for award and / or to annul the tendering process and / or reject all the e-tenders at any time prior to award of the contract, without incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers on the grounds for the Employer's action.
2. When more than one work is covered under any tender, the Municipal Commissioner reserves the right to allot one work to one tenderer depending on the least cost basis.

Disqualification:

1. Without prejudice to other conditions disqualifying the bidders they shall note that even though the tenderers meet the qualifying criteria, they are liable to be disqualified, with forfeiture of E.M.D., if they have :
 - a) Made misleading or false representations in the forms, statements and attachments submitted online, in proof of the qualification requirements, and / or
 - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures, etc. and / or
 - c) Participated in the previous tendering for the same work and had quoted unreasonably high tender prices and could not furnish rational justification to the Corporation, or
 - d) Not uploaded details of ongoing works / commitments.
 - e) Adopted any "corrupt practice" by offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution or adopted any "fraudulent practice" means, misrepresentation of facts in order to influence a procurement process or the execution of a contract including collusive practice among tenderers (prior to or after tender submission).
2. No tenderer shall contact the Municipal Commissioner on any matter relating to its tender from the time of the tender opening to the time of the contract is awarded. If the tenderer wishes to bring additional information to the notice of Municipal Commissioner, he should do so in writing. Any effort by the tenderer to influence the Municipal Commissioner in tender evaluation, tender comparison or contract award decision, may result in the rejection of the tenderer's tender.
3. Tender shall be termed to be under consideration from the opening of the tenders,

until such time an official announcement of award of the tenders is made. While tenders are under consideration, tenderers and their representatives or other interested parties are advised to refrain from contact, by any means, the Corporation's personnel or representatives on matters related to the tenders under consideration.

4. Staff involved in short listing and bid evaluation should resist itself from accepting business gifts and hospitality. Code of Conduct sets out certain guidelines in this respect. The motive of donors may be different and objectionable from the eyes of third party. If any staff member believes that gift offered is with an ulterior motive he must report such incident to his superiors. Bid offer of such a bidder shall be straight way rejected.

Performance Security / Contract Deposit :

Failure of the successful Tenderer to comply with the requirements of Performance Security / Contract Deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the E.M.D. and any such other remedy the Municipal Commissioner may take under the Contract, and the Municipal Commissioner may resort to awarding the contract to the next ranked Tenderer.

Contract Execution:

i) All required documents for execution of the contract shall be submitted **within 30 days** from the time of issue of letter of acceptance. If the documents are not submitted within the stipulated time a **penalty of Rs.5000/- per day** will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit within 30 days from the date of letter of acceptance received by him.

ii) If the amount of the contract deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender/contract already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

iii) The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period upto which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by BMC shall be adjusted towards the excess cost incurred by the Department on rectification work.

Signing of Agreement:

- i. At the time of notifying the successful Tenderer that his Tender has been accepted, BMC will make available the Tenderer the agreement in the form provided in the Tender documents, incorporating all conditions agreed between the parties.
- ii. Within 30 days from issuance of acceptance letter to the successful Tenderer, he / she shall pay the requisite legal & stationery charges, sign the Agreement and deliver it to the Municipal Commissioner, together with the required Performance Security / Contract Deposit.
- iii. Acceptance of the tender of a particular bidder shall be announced on the official site of the BMC.

Redressal of Grievances:

Any bidder having grievance in respect of specifications, eligibility criteria, evaluation criteria or actual evaluation and selection of a responsive bidder may seek redressal of his grievances by following procedure explained under Chapter on the Redressal of Grievances.

Termination of Contract:

Without prejudice to any other remedy, Municipal Commissioner reserves the right to terminate the contract by giving adequate advance notice to the Contractor particularly in respect of following situations –

If the contractor fails to deliver any or all of the goods / fails to carry out the work within the stipulated period.

- If the contractor fails to perform any other obligation under the Contract.
- If the contractor becomes bankrupt or otherwise insolvent.
- If it is established that the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- Any reason the Municipal Commissioner thinks it fit to terminate the contract.

Documents forming part of Contract:

Following documents shall form part of the Contract:

- i. All Original Bid Documents submitted at the time of bidding,
- ii. Letter of Acceptance,
- iii. Power of Attorney in favour of authorized signatory on behalf of the contractor,
- iv. Performance Security
- v. All the tender documents duly incorporating the amendments effected through

addenda.

- vi. Accepted financial offer (Financial Bid submitted by contractor along with Negotiation letter, if any, wherein the contractor had amended his offer).

RISK AND COST

In case, the successful tenderer fails to attend to the work in whole / part as shown in the Schedule of Quantities within the prescribed time limit, the same will be got carried out by BMC at the risk & cost of the successful tenderer through the other agency / contractor appointed in adjacent division at their quoted rate plus 15% supervision charges.

Contract Labour & other Acts :

The tenderer should specifically note that the successful tenderer shall have to strictly comply with all the statutory requirement under the provision of the Contract Labour Act, Minimum Wages Act, Workmen's Compensation Act, Child Labour Act, Provident Fund Act or any other enactment of the State or Central Government applicable to the employees engaged by him and indemnify the Corporation against any claim(s) whatsoever.

Pending finalization of the tenders received & under any emergency, BMC reserves right to place order upto 50 lakhs, on any prospective contractor who shall have to accept and start the work immediately.

Special Directions to the tenderers

1. Escalation:- No escalation in the cost will be allowed. Bidder has to offer their rates per service in the Schedule of Quantities & Rates.
2. Supply : - The quantity stipulated is approximate & the contractor shall agree to upward or downward variation of 25% in quantity of supply with the same rates, terms & conditions.
3. The department reserves the right to distribute the quantity between different tenderers for the administrative convenience and after observing the capacity of the tenderer. The tenderer shall not take any objection for the same.
4. The time will start from the reporting place of BMC duty place and will end at relieving point. The vehicle will have to be supplied anywhere in BMC limit.
5. BMC may indent less vehicles from the successful tenderer on some of the days. The contractor shall have no claim whatsoever if indenting is less.
6. The rate quoted shall include all operational & maintenance charges of the vehicle supplied, like petrol / diesel, driver's pay, his wages with all allowances & breakdown repair-maintenance, toll charges (including Worli Sea Link), parking charges etc. NO allowances for drivers or other expenses shall be paid separately.
7. Vehicle Requirement: - The vehicles should be in good condition having valid fitness as per RTO norms so as to have service reliability & compliant with pollution norms. All the vehicles to be supplied by the successful tenderer during the currency of the contract shall comply with all the rules, regulations and statutory provisions prescribed by the RTO / Hon'ble High Court from time to time. If any complaint is received from the user, the department is at liberty to terminate the contract & hire the vehicle from the other contractor. In such cases, the first contractor will not have any claim against the corporation.
8. The rates quoted by the tenderer shall be as per the schedule of the quantities & rates. No payment for extra kms. & extra hours shall be admissible and payable.
9. The tenderer shall be able to show the vehicle to the officers of the Corporation whenever asked for.
10. All details of the driver / staff and the xerox documents of the vehicle shall be given to the Insecticide Officer and the concerned Ward Pest Control Officer within 30 days of starting of the contract.
11. The vehicle shall be used till the requirement of the department is completed and in no case the driver should refuse to work as per the requirement of the department.
12. The Municipal Commissioner reserves the right to terminate the contract after giving 1 month's notice & without assigning any reason whatsoever.

13. The telephone No. & Names of responsible persons shall be clearly stated in the tender. The tenderer shall have proper communication system at their offices & residences of the concerned personnel.
14. The contractor shall be able to supply the additional vehicles if the contractor is informed.
15. The work order will be placed by the office of Insecticide Officer & bills shall be submitted to the office placing work order along with log sheet & vehicle utilization statement, duly signed by the user ward.
16. The staff deputed on the vehicle shall follow the instructions of user department i.e. to whom the vehicle is allotted
17. Contract Period :- Three Years
18. Contingency services : + / - 25% as per demand.
19. No payment for extra kms. and extra hours shall be admissible and payable, BMC reserves the right to change shift timings and number of shift in morning, afternoon and night as per requirement of the situation.
20. The contractor shall make their own arrangement for the security & safety of their vehicles, manpower & belongings during the contract period at their own cost.
21. This is a tender for supply of vehicles with driver for the use of Pest Control Officer of the Insecticide Branch of Public Health Department, for transportation of staff, fogging machines, Petrol, diesel, Insecticides and equipments, Rat Traps, Dead Rats, etc. from the PCO department office / Chowkies to various locations in the ward area for mosquito control and Rodent Control measures viz. Fogging, Larviciding & other activities such as Rat Trapping, Poison Baiting, etc., in City ward areas or any article that indenting agency intends to transport from one place to the other, anywhere in the BMC limit.
22. The cost of salary and allied expenses of the contractor's staff such as driver, supervisor or any other person by any designation, posted on the vehicle by the contractor as also cost of fuel, tools, spares, maintenance, taxes, insurance, toll etc., shall be borne by the contractor.
23. Among other conditions, tenderer shall first read all the tender documents including conditions of contract.
24. Per day average requirement of vehicles of each ward / department has been indicated in the Annexure "E". It is indicative and each ward / department may indent vehicles taking into account its actual daily requirement. Indent for lesser quantity shall not be a cause for any grievance. Tenderers should note that increase in requirement over the quantity shown in the said Annexure, up to 25% shall be at the same rate and on the same terms and

conditions.

25. The tenderers are advised to consider the size of division / zone and wards therein, while quoting the rates.

26. Tenderer has to quote his rate, by applying his own judgment. The rates so offered shall be firm and fixed for the entire contract period and no variation on any account would be permissible throughout the contract period.

27. Vehicles shall reach the place at the time mentioned in the respective indent. In exceptional circumstance and that too once in a month, delay of not exceeding half an hour from the notified time can be tolerated. Vehicles received thereafter are liable to be returned without use and it would amount to non-supply of vehicle on that day. In such a situation the BMC will not pay any charges whatsoever for the return of such late received vehicles and penalty for non-supply of vehicle would be levied.

28. In case the contractor fails to supply the number of vehicles fixed for the day, the number of vehicles thus supplied less by the contractors shall be hired from the agency in adjacent division.

29. At the close of the shift or after completing the job assigned, the vehicle must report back to the ward office / department for relieving the Municipal staff on duty on vehicle and for depositing implements, etc.

30. The contractor shall ensure that liabilities towards all taxes or any other dues including any installment towards loan, etc. against any vehicle supplied to the BMC are cleared and any outstanding payment there against shall be the liability of the contractor.

31. If any damage is caused to any of the municipal properties, including the material loaded in the vehicle, due to negligence on the part of the driver / cleaner / or any other staff member of the supplier, it shall be the liability of the contractor to compensate the BMC. The damage so caused shall be assessed by the officials of the BMC and such decision shall be final and binding on the contractor.

32. The contractor shall have telephone / mobile phone, e-mail facilities for proper co-ordination and prompt communication.

33. It shall be the responsibility of the contractor to protect his staff posted on the vehicle when on municipal duty.

34. Contractor's staff posted on the vehicle shall obey the instructions of the concerned municipal staff. The contractor shall also advise his staff not to commit any nuisance at the working sites.

35. The contractor shall comply with the Municipal requirements and abide by the

conditions of any Act, Rules, directives, PUC requirements, or any other condition applicable in respect of each vehicle.

36. The contractor shall note that for non-compliance of any condition, indent, order, directives etc., penalty at the prescribed rate will be levied. He shall therefore, note the various contingencies listed out under the head "Penalty" and avoid them so as not to fall within the net of penalty.

37. As long as the vehicle is on municipal duty, a board indicating 'On Municipal Duty' should be displayed at conspicuous space of front side of the Vehicle.

38. Cost of any damages, injury or death caused by the contractor's Vehicle or any claim arising out of it shall have to be settled by the contractor and the Corporation shall have no liability whatsoever arising out of any such contingency.

39. Contractor shall note that except during the period for which vehicle is hired / engaged, parking for such vehicle shall not be allowed within the premises / work site of the BMC. During parking within the BMC premises such vehicles will be subject to security measures adopted by the BMC.

40. If it is found that any vehicle has met in an accident or is likely to cause any accident due to its non-road worthiness or due to any mal-functioning such vehicle shall be debarred for use on municipal duty permanently.

41. If it is noticed that the driver appointed on any specific vehicle is negligent in driving or is driving the vehicle in a rough manner, which may cause an accident, such driver shall not be appointed on any vehicle supplied to BMC.

42. General time of first shift shall start from 7.00 am whereas second shift shall start from 3.00 pm. However, BMC reserves the right to change the shift timings according to the requirement and supplier shall have to supply the vehicles accordingly.

43. There shall be a shift of 8 hours daily. The vehicles shall be required to work for this 8 hours shift or till the vehicle is retained by the user department and given discharge thereafter, whichever is later. Without prejudice to the right to levy penalty for delayed supply, time for calculating number of working hours will be counted from actual reporting time at the required place till actual discharge is given.

44. The contractor shall have to supply the vehicles as indented irrespective of Sunday or holiday and unhindered throughout the contract period.

45. Vehicles shall be sent to work in perfect working order and with adequate supply of fuel, oil.

46. The contractor, in addition to the requirement of vehicles for the divisions / ward /

department for which his contract is accepted, will have to supply vehicles in the adjoining divisions / wards / departments / zones, as and when required, either at the rate quoted by him or that by defaulting contractor for his zone, whichever is higher.

47. A log sheet in triplicate in the prescribed format, to be formulated considering all the requirements, shall be maintained for each vehicle. At the beginning of the work for the day the officer / supervisory staff shall sign all the three copies of the log sheet. At the close of the day, the officer / supervisory staff relieving the vehicle shall sign the log sheet again in token of discharge. Any remarks in respect of break down, non -functioning, accident, etc., shall also be noted on the log sheet. One copy of the log sheet shall be given to the contractor. The filling of the log sheet correctly, completely is the responsibility of the successful tenderer.

48. In special case, if ward indents any vehicle at any specific timing other than the timing stated in the tender, successful tenderer has to supply the vehicle accordingly.

49. In the event of breakdown of any Vehicle, the contractor shall take immediate steps to put back the vehicle in working condition. In case it is not possible to repair and put the vehicle in operation, the contractor shall replace the Vehicle and put it into operation within 2 hours.

50. The breakdown period shall be considered as non working period and no payment shall be made to the contractor for the shift if contractor fails to supply alternate vehicle.

51. If the Vehicles are indented but not utilized for some or other reasons and are returned within two hours of the reporting time, no payment shall be payable to the contractor.

SECTION 10

Specifications and selection of material

Specifications are already included in scope of work.

SECTION 11

FRAUD AND CORRUPT PRACTICES

⌚ The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

⌚ Without prejudice to the rights of the Authority under relevant Clauses hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

⌚ For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned to them:

A. “corrupt practice” means :-

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person/s connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to

the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. If the Employer / Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

iii. “fraudulent practice” is any act of omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iv. “collusive practice” is an arrangement between two or more parties designed to achieve

an improper purpose, including to influence improperly the actions of another party;

v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

vii. acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided .

viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act of omission” is intended to influence the procurement process or contract execution.

ix. “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

x. a “party” refers to a participant in the procurement process or contract execution.

SECTION 12

PRE BID MEETING

Pre-bid Meeting:

1) Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

2) During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3) Any tenderer requiring clarification about the content of the tender document and / or the works / specifications etc., may submit in writing, at least 2 days before the meeting, to the procuring department the points on which clarification is needed.

4) Points raised by the bidder shall be clarified in the Pre-bid meeting. Any modifications / additions / alteration of the tendering documents, which may become necessary as a result of the pre-bid meeting shall be made by the BMC by recording the minutes of the Pre Bid Meeting. Such modifications in the Tender Documents shall be published on the BMC portal and the newspapers so as to make it known to all the prospective bidders so also by communicating to the bidders seeking clarification.

5) Non-attendance at the pre-bid meeting shall not be a cause for disqualification of a tenderer.

6) Any change in venue, date and time shall be communicated in the same manner in which other changes would be intimated.

SECTION 13

LIST OF APPROVED BANKS

Bidders should refer to the list of approved Banks which is displayed at Reserve Bank of India's following website rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf

1. Banks mentioned in the above link with their branches in Greater Mumbai and upto Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee.
2. The Bankers 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 said bankers Guarantee is binding on the endorsing Branch of the Bank with Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor / supplier furnishing the Bankers Guarantee.

SECTION 14

APPENDIX

FORM OF TENDER

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation

Sir,

I / We have read and examined the following documents relating to the supply of

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up to date.
- iv. Specifications.
- v. Special directions.
- vi. Annexure A and B.
- vii. Bill of Quantities and Rates.

1A. I / We _____

(full name in capital letters, starting with surname), the Proprietor / Managing Partner / Managing Director / Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to

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

Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates uploaded herewith and signed by me / us (strike out the portions which are not applicable).

1B. I / We do hereby state and declare that I / We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment / firm or otherwise, nor are we in any way related or concerned with the establishment / firm or any other person, who have filled in the tender for the aforesaid work.”

2. I / We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to Rs. _____ /- (Rs. _____)

I / We have deposited the amount through online payment gateways with the Brihanmumbai Municipal Corporation and not to bear interest.

4. I / We hereby request you not to enter into a contract with any other person / s for the execution of the works until notice of non acceptance of this tender has first been communicated to me / us, and in consideration of yours agreeing to refrain from so doing I / we agree not to withdraw the offer constituted by this tender before the date of communication to me / us of such notice of non acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender. (Subject to condition 5 below).

5. I / We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I / We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.

a. I / We fail to keep the tender open as aforesaid.

b. I / We fail to execute the formal contract or make the contract deposit when called upon to do so.

c. I / we do not commence the work on or before the date specified by the Insecticide Officer in his work order.

7. I / We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

8. I / We further agree that, I / we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I / We..... have filled in the accompanying tender with full knowledge of 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 instructions and directions given in this tender.

10. "I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me / us, that any information given by me / us in this tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / we agree 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,"

Address

Yours faithfully,

.....
.....

Digital Signature of the
Tenderer or the Firm

1.

.....

2.

.....

3.

.....

4.

.....

5.

.....

Full Name and private residential address of all the partners constituting the Firm

A/c No.

.....

.....

1.

Name of Bank

2.

.....

3.

Name of Branch

4.

.....

5.

Vendor No

.....

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee / Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....

.....

.....

This agreement made this day of

Two thousandBetween

.....

.....

inhabitants of Mumbai, carrying on business at.....

.....

in Mumbai under the style and name of Messrs

..... (Hereinafter called "the

contractor of the one part and Shri

.....

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

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

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

a) The letter of Acceptance

b) The Bid:

c) Addendum to Bid; if any

d) Tender Document.

e) The Bill of Quantities:

f) The Specification:

g) Standard General Conditions of Contracts (GCC)

h) All correspondence documents between bidder and BMC

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

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed, Sealed and delivered by the contractors

In the presence of

Trading under the name and style of

Full Name

Address

Contractors

Signed by the DMC(PH.) in the presence of Insecticide Officer

DMC(PH.)

The Common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the

..... 20 in the presence of two

Members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

mentioned in the contract schedule for different items including cost of excess and extra items of the work. payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and / or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

ANNEXURE "B"

PRE-CONTRACT INTEGRITY PACT

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any 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. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. 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.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

i. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

ii. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

iii. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

ANNEXURE "C"

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I/ We, _____ of _____, do hereby declare and undertake as under.

1. I/We declare that I have submitted certificates as required to Insecticide Officer (Monitoring) at the time of registration of my firm / company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I/We declare that I/We _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and / or penal action such as banning (for specific time or permanent) / de-registration or any other action under the law by any Government and / or Semi Government and / or Government undertaking.
3. I/We declare that I/We have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I/We submit my/our offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I/We further declare that if I/We am/are allotted the work and I/We fail to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me/us by any other means at my/our risk and cost, at any stage of the contract.
5. I/We also declare that I/We will not claim any charges / damages / compensation for non availability of site for the contract work at any time.
6. I/We declare that I/We will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer / Bidder

ANNEXURE " D"

Rate Analysis

Item Description

Sr.No.	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Tenderer

ANNEXURE "E"

CITY DIVISION SHIFT TIMING: 7.00am TO 3.00pm

K.M. : 50 PER DAY.

Sr. no.	Ward	No. of Pick Up Vans	Remarks
1	A	03	1 Rat collection van for City will be reporting to a particular ward as per the directions of Insecticide Officer.
2	B	02	
3	C	02	
4	D	05	
5	E	04	
6	FS	03	
7	FN	04	
8	GS	05	
9	GN	04	
TOTAL		32 + 1 Pick up van for Rat collection = 33	

ANNEXURE - F

Authorization Letter for Attending Pre-bid Meeting / Tender Opening
(On the letter head)

No.....

Date.....

To The.....
Brihanmumbai Municipal Corporation,
Mumbai.

Sub: Tender No.....due date.....

Sir,

We here by authorize Mr.as our authorized
representative, to represent us on the following occasion:-

- i. Pre-bid Meeting to be held on.....at.....a.m./p.m.
- ii. Tender Opening on..... at..... a.m. /p.m.

Kindly permit him to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

PROFORMAS:

PROFORMA- I

The list of similar works as stated in para 'A' of Post qualification during last Three

PROFORMA- I					
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

- i. Scanned Attested copies of completion/performance certificates from the concern Officer for each work should be annexed in the support of information furnished in the above proforma.
- ii. Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of Works during the last Three years.

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover	Updated value to current year	Average of last 3 years	Page No.
1					
2					
3					
Total					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

PROFORMA- III

At least similar work, as stated in para 'A' of Post qualification

PROFORMA- III							
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

Note: Scanned Attested copies of completion / performance certificates from the concern Officer for each work should be annexed in support of information furnished in the above proforma.

PERSONNEL:

PROFORMA- IV					
Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Projects
1	Project Manager				
2	Quality Control Officer				
3	Site Officer				
4	Site Supervisor				

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted /uploaded.

MACHINERY: (for special work only)

PROFORMA- V/A			
Sr.No.	Equipment	Number	Owned/Leased/Assured access
1	2	3	4

PROFORMA- V/B			
Sr.No.	Equipment	Number	Owned
1	2	3	4

Note: The tenderer(s) shall furnish / upload the requisite Scanned Attested documents of ownership / leased of machineries. The undertaking from the suppliers will not be accepted.

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

PROFORMA - VI / A							
Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Schedule date of completion	Value of work remaining to be completed	Anticipated Date of completion
1	2	3	4	5	6	7	8

Note: Scanned Attested copies of completion/performance certificates from the concern Officer for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA - VI / B

Details of works for which bids are already uploaded –

PROFORMA - VI / B						
Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks

Note: Scanned Attested copies of certificates from the concern Officer for each work shall be annexed.

Advertisement format of Tender Notice for Newspapers

**BRIHANMUMBAI MUNICIPAL CORPORATION
PUBLIC HEALTH DEPARTMENT
INSECTICIDE BRANCH**

e-TENDER NOTICE

Tender No. 2024_MCGM_1018451

Tender Ref. No. HO / 4010 / IO / A Dt.27.02.2024

The Municipal Commissioner, Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from <https://mahatenders.gov.in> and BMC's portal (<http://www.mcgm.gov.in>) under "e-tendering login" section.

All interested bidders, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-tendering process Login Credentials to participate in the online bidding process on the above mentioned portal under "e-procurement".

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in the e-tendering tab on BMC website. The bidders 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 CA.

BMC has opened a help desk at the Insecticide Office to help the bidders in this regard at following address.

Insecticide Officer, BMC,
5th Floor, Hawkers' Plaza,
Janata Cloth Market, Dadar (West),
Mumbai – 400 028.

The technical and commercial bids shall be submitted online before the Bid End Date & Time mentioned below.

Sr. No	Name of the work	Estimated Cost (Rs.)	E.M.D. (Rs)	Period of Contract	Scrutiny fees (Rs.) *	Bid Start Date & time	Bid End Date & Time
1	Supply of Pickup vans on hire basis for the use of Insecticide Branch of Public Health Department of BMC in the City Division for the period of 03 years.	5,97,76,299 /-	5,97,763/-	3 years	17,700/-	28.02.2024 11.00 a.m.	13.03.2024 4.00 p.m.

* Note :-

1) With reference to circular No. CA/FRG/10 dtd.19.10.2023 bidder has to pay Scrutiny fees offline after opening of bids (Packet A & B) and before opening of Packet C.

2) Total EMD of **Rs. 5,97,763/-** out of which 90% i.e. **Rs. 5,37,987/-** (Rs. Five Lakhs Thirty Seven Thousand Nine Hundred and Eighty Seven Only) to be paid online through the gateways of GOM and remaining 10% EMD of **Rs. 59,776/-** (Rs. Fifty Nine Thousand Seven Hundred and Seventy Six Only) to be paid Offline in the form of Pay Order / D.D. favouring the BMC and which shall be deposited in the Office of Insecticide Officer.

Venue Time and Date of Pre-Bid Meeting:

Venue : DMC (P.H.) Office, 3rd Floor, Brihanmumbai Municipal Corporation,
Municipal Head Office, Extension Building, Mahapalika Marg,
Mumbai - 400 001.

Time and Date : 04.03.2024 p.m. on 15:00 Hrs

Place, Time and Date of opening of tender :

Place : Insecticide Officer, BMC, 5th Floor, Hawkers' Plaza, Janata Cloth Market,
Senapati Bapat Marg, Dadar (West), Mumbai – 400 028.

Time and Date : Packet A : After 11.00 Hrs on 14.03.2024

: Packet B : After 11.45 Hrs on 14.03.2024

: Packet C : (Will be informed)

The Bidders are required to pay the EMD as mentioned above.

The average annual turnover of the bidder during the last three financial years shall be minimum of **Rs.1,79,32,890/-** (Rs. One Crore Seventy Nine Lakhs Thirty Two Thousand Eight Hundred and Ninety Only) for City Division. Evidence in the form of certificate issued by Auditor of firm / Chartered Accountant shall be uploaded during the submission of tender.

Sd/-

Insecticide Officer