



## **Navi Mumbai Municipal Corporation**

Health Department, Third Floor, NMMC HQ, Plot No I, Sector- 15A, CBD Belapur, Navi Mumbai

### **SUPPLY OF MANPOWER (ATTENDENT) FOR URBAN PRIMARY HEALTH CENTER UNDER NUHM in Health Dept.**

**Tender Notice No.: NMMC/HEALTH/23/2023**

- Price of Blank Tender form :- Rs. 17,000 /- (Rs.3060/- + GST 18%) (Non Refundable)
- Sale of Tender :- 10/11/2023 at 11.00 A.M. to 28/11/2023 up to 05.00 P.M.
- Online bid preparation & Submission of tender :- 10/11/2023 at 11.00 A.M. to 28/11/2023 up to 05.00 P.M.
- Opening of tender :- 29/11/2023 at 2.00 P.M. (If possible)

This is to certify that this tender document consist serially page no.1 to 24

**Medical Officer of Health Cum  
Member Secretary IHFWS  
Navi Mumbai Municipal Corporation**

## **Tender Notice No. NMMC/HEALTH/23/2023**

Navi Mumbai Municipal Corporation invites sealed tenders from authorized and competent Individual/agency for “**SUPPLY OF MANPOWER ATTENDAT FOR URBAN PRIMARY HEALTH CENTER UNDER NUHM**”.

Navi Mumbai Municipal Corporation has adopted Next Tendering Sify Technologies E-tendering system. Tenderers shall register their firm on <https://nmmc.etenders.in> for tender process. For works of Rs. 10.00 Lacs and above the Suppliers/Contractors shall buy the tender form through E-tendering system only.

**The detail of the work is as under:**

Sr.No.	Name of Work	Estimated Cost of Work	EMD	Blank tender cost
1	“ <b>SUPPLY OF MANPOWER ATTENDAT for URBAN PRIMARY HEALTH CENTER UNDER NUHM</b> ”.	Rs.1,22,76,000/- (for Three Years)	Rs. 1,70,000/-	Rs.20,060/- (Rs.17,000 + Rs.3060/- GST 18%) (Non Refundable)

Blank tender form will be available on the E-tendering website <https://nmmc.etenders.in> to download. Tenderers shall follow the schedule of **online Bid preparation/upload, Bid transfer/submission and opening as mentioned in following table**

1	E-tender document purchasing and online bid Preparation / upload duration	10/11/2023 11:00 A.M to 28/11/2023 5:00 P.M.
2	Online E tender Bid Transfer/Submission duration	10/11/2023 11:00 A.M to 28/11/2023 5:00 P.M.
3	Opening of E- tender	29/11/2023 2:00 P.M. If possible OR other decided date in office of Medical Officer of Health or suitably decided place in the presence of tenderer or their authorized representative in front of NMMC Officials

Tenderers will be required to do payment for blank tender form, EMD, and service fee through online payment gateway. All these payments can be made by debit/credit card of any bank or net banking. Please note that fee for blank tender form will not be accepted at NMMC account Dept.

**Bank Details are as bellow**

Bank Name	<b>State Bank of India</b>
Account Name	<b>NMMC</b>
Branch Name	<b>NMMC</b>
Account No	<b>36965786737</b>
IFSC Code	<b>SBIN0041078</b>

Tenderers who have not submitted EMD will not be considered.

Hon. Commissioner Cum Chairman-IHFWS of NMMC reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Medical Officer of Health Cum  
Member Secretary IHFWS  
Navi Mumbai Municipal Corporation**

## Detailed Tender Notice

### 1. Notice Inviting Tenders

- 1.1 Sealed Tenders are invited by and on behalf of Commissioner Cum Chairman-IHFWS, Navi Mumbai Municipal Corporation (NMMC) from eligible Tenderers for the proposed work specified in the Schedule 'A'.

### 2. Issue of Tender

- 2.1 The tender book will be made available at E-tendering cell, NMMC Bhavan, Sector-15A, Kille Gavthan, C.B.D. from date of publication of tender notice on News paper to the contractors who have enrolled at NMMC E-tendering cell for work of tender amount upto 3 lacs. or NMMC enrolled contractor may buy tender from E-tendering website <https://nmmc.etenders.in> and NMMC's official website <https://nmmc.etenders.in>
- 2.2 For work of tender amount Rs 10 lacs above, tender book will be issued online through E-tendering website <https://nmmc.etenders.in> and NMMC's official website [www.nmmc.gov.in](http://www.nmmc.gov.in) contractor, who is enrolled with NMMC.
- 2.3 Price of blank tender form cost must be paid through online payment gateway. The payment can be made by debit/credit card of any bank or net banking. Please note that fee for blank tender form will not be accepted at NMMC account Dept.
- 2.4 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

### 3. Language of Tender / Contract

- 3.1 The language of the Tender shall be in English/Marathi and all correspondence, drawings etc. shall conform to the English/Marathi

### 4. Validity of Tenderers

- 4.1 The Tenders will be valid for a period of 180 days from the date of its opening.

### 5. Earnest Money

- 5.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money deposit must be paid through online payment gateway. The payment can be made by debit/credit card of any bank or net banking. Without Earnest Money deposit NMMC will be disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

The tenderer should refer user's guide while depositing EMD through the E-tendering website <https://nmmc.etenders.in> and NMMC's official website <https://nmmc.etenders.in>

- 5.2 If the Corporation accepts the Tender, the Earnest Money shall be appropriated towards Security Deposit payable by the Tenderer in accordance with the Conditions of Contract. Alternatively on payment of the required amount of the Security Deposit and the execution of the Contract Agreement, the Earnest Money shall be returned to the Tenderer.

### 6. Forfeiture of EMD

- 6.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent of the Corporation during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a Tender to the Corporation for execution of any work during the next thirty six (36) months effective from the date of such revocation.
- 6.2 If the successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, The Earnest Money Deposit will be forfeited by the Corporation.

### 7. Refund of Earnest Money

The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Tenderer furnishes the required Initial Security Deposit to the Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Tenders, whichever is earlier.

### 8. Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the conduct or the out come of the Tendering Process.

### **9. Eligible Tenderers**

Only those Tenderers who fulfill the eligibility criteria as mentioned in Schedule A of the Tender Notice are eligible to submit their Tenders for this work. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Tenderer.

### **10. Relationship with Corporator(s)**

The Tenderer shall not be associated presently or in the past with any of the office bearers of Corporators of Navi Mumbai Municipal Corporation, either directly or indirectly as specified in the section 10(f), (g) of MMC Act. 1949. The Tenderer shall furnish an affidavit (as per Annexure-3) on a Non-Judicial stamp paper of Rs.100/-. If any information so furnished shall be found to be untrue or false, the Tenderer shall be liable to be disqualified and the Earnest Money accompanying such Tender shall stand forfeited to the Corporation. If the Information so furnished shall be found to be untrue or false during the currency of the contract, the Tenderer shall be held to be in default and the Contract if any awarded to it shall be liable to be terminated with its consequences.

12. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and treatment process and of the rates and prices quoted in the schedule of works and treatment process/item/quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works and treatment process and treatment processes, No extra charges consequent on any misunderstanding will be payable.

### **13. Manner of Submission of Tender**

The tenders should be submitted online at <https://nmmc.etenders.in>

### **14. Last Date for Submission**

- 14.1 Copies of uploaded documents (Excluding Financial Bid) should be submitted at the office of Medical officer of Health before date of opening technical bid.
- 14.2 The Corporation may, as its discretion, extend this deadline for submission of Tenders online by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.
- 14.3 Any Tender received by the Corporation after the deadline for submission of Tender as prescribed by the Corporation, pursuant to the clause above, will be rejected and /or returned unopened to the Tenderer.

### **15. Instruction to tenderers**

- 15.1 The Tender form will be available online only. No tender form will be sold/ issued manually from Navi Mumbai Municipal Corporation.
- 15.2 The tender document will be uploaded/released on Govt. of Maharashtra e-tendering website <https://nmmc.etenders.in> the tenderer is required to download the tender document from this website as per the schedule of activities for online tender document download.
- 15.3 The tenderer is required to download the tender document within the schedule of activity for online tender document download. After expiry of the date and time for tender document download, the Navi Mumbai Municipal Corporation will not be responsible for any such failure on account of tenderer for not downloading the document within the schedule even though he has paid the cost of the tender to the Navi Mumbai Municipal Corporation office. In such case the cost of the tender paid by the tenderer will not be refunded.
- 15.4 During the activity of bid preparation, the tenderer is required to upload all the documents mentioned in the terms & conditions of the technical bid by scanning the documents and uploading it in the PDF. This activity of uploading the documents as well as preparation of commercial bid and other Annexure enclosed with the tender shall be completed within the schedule given for bid preparation.
- 15.5 After bid preparation, the tenderer is required to submit the bid again during the activity of submission of bid without which the tender will not be submitted.
- 15.6 The tenders submitted online will be opened on the schedule date before the participant. At the time of opening of technical bid the tenderer should bring all the original documents which have been uploaded along with the technical bid so that same can be verified at the time of opening of technical bid. If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer
- 15.7 As the tenders are invited online, tenderers are required to upload tender as per the schedule given. Navi Mumbai Municipal Corporation is not responsible for failure on the part of tenderer to upload tender within the time schedule. In case of any help required for this purpose the tenderer shall contact to help

line of e- tendering agency M/s. SifyNex Tenders on telephone nos. (020) 2531-5555 /(022)-2661-1117,2660-3142 Tenderers are requested to go carefully through the process of e- tendering given on the website of website [http:// nmmc.maharashtra.etenders.in](http://nmmc.maharashtra.etenders.in) to avoid disqualification of their tender on any ground.

- 15.8 The tenderer is required to pay tender processing fee of Rs1092/- per tender to e-tendering agency, M/s SifyNex Tenders at time of online submission stage through e-payment (Through credit card/ debit card/net banking) Non payment of fee will result in non- submission of the tender and Navi Mumbai Municipal Corporation will not be responsible if the tenderer is not able to submit their offer due to non payment of processing fees to the e-tendering agency.

#### **16. Contents**

Tenders are invited in two envelopes system

#### **17. The two envelopes shall contain the following:**

##### **Envelope No.1**

**Technical Bid envelope should contain all the documents mentioned below**

1. Audited financial statements of subsequent last three years / Turnover certificate certified by Chartered Accountant as mentioned in 5 (A) of Schedule A.
2. Copy of work order & Experience Certificate as mentioned in B of schedule A.
3. CA certificate showing positive net worth.
4. EMD as per Clause 6.1 mentioned in Schedule A.
5. Undertaking of tenderer on Rs. 500/- stamp paper as per Annexure 2.
6. Details of tenderer as per annexure 3.
7. Details of similar type work of agency as per Annexure 4
8. List of work in hand as per annexure 5
9. Affidavit on Rs. 500/- stamp paper as per Annexure 6
10. Provident fund Reg. Certificate (if available)
11. GSTIN Registration certificate
12. Valid Firm/ company Registration (Certificate of Incorporation etc).
13. Valid Registration Certificate under Contract Labour licenses. (if available).
14. Valid Registration Certificate of EPFO. (if available)
15. Declaration in writing for acceptance of security deposit and terms and condition mentioned in the tender.

All other documents establishing the eligibility of tenderer as specified in schedule A

**Documents uploaded online by the tenderer must be attested, clear and readable if not so. It will be treated as non submission of document**

##### **Envelope No.2 (Financial Bid):**

This envelope shall only contain the Financial Bid in schedule B only. The financial bid should be written both in words and figures at appropriate places during uploading of Bid.

### **18. Rate**

Rate should be quoted inclusive of all State/Central/Local Government taxes, duties and other expenses like to carry out the scope of work as mentioned above, and otherwise the rates quoted shall be treated as inclusive of all. Rates will be valid for three year after approval by NMMC. Additional Manpower if sanctioned by NHM, required manpower should be supplied with the same rate and same terms & conditions.

### **19. Important Points to be noted by the Tenderer**

1. At the time of opening of the tender, Agency has to submit original hard copies of Affidavit, Undertaking & Original Manufacturer Authorization form.
2. Only Those tenderer who are eligible as per Schedule A , Should upload the tender
3. The tenderer should ensure that no corrections or over writings or erasures are left for attestation.
4. The financial bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the tenderer for the Work/Service and any claim for extra payment on any such account shall not be entertained.
5. No alterations or additions anywhere in the tenderer Document are permitted. If any of these are found, the Tender may be summarily rejected.
6. In case of a firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with The Tender. The power of attorney shall be signed by all partners. In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided
7. Rate mentioned should be as per the specification & unit mentioned in the tender.
8. The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender Document, failing which the Tender will be liable to be rejected. Conditional Tenders will be rejected.
9. The agency should carry hard copies of all documents submitted for E-tendering at the time of opening of the tender.
10. Quantity mentioned in tender is indicative/approximate. NMMC reserves the right to purchase less or more quantity at the sanctioned price as per the need. It is mandatory for the supplier to supply the material at same rate during the entire contract period.

### **20. Corrupt of Fraudulent Practices**

20.1 The Corporation requires that the Tenderer under this Tender observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official In the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial noncompetitive levels and to deprive the Corporation of the benefits of the free and open competition.

20.2 The Corporation will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Corporation will deem a firm ineligible, either indefinitely or for a started period of time, to be awarded a Contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a Contract.

### **21. Manner of Opening of Tender**

The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorized representatives who choose to remain present.

### **22. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.

### **23. Preliminary Scrutiny**

23.1 The Corporation will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. The Corporation will also determine the substantial responsiveness of the Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The

Corporation's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

23.2 A Tender determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Corporation may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

#### **24. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of Tenders, the Corporation may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

#### **25. Opening of Financial Bids**

Agency will be technically qualified by Scrutiny of documents & financial bid will be opened only technically qualified tenders.

#### **26. Acceptance of Tender**

Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner. The Corporation is not bound to accept the lowest or any Tender. The right to split up the Work/Service in two or more parts is reserved by the Corporation and also the right to award the Work/Service to more than one agency is reserved. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

#### **27. Intimation to Successful Tenderers**

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening authority or any authority in the Corporation.

#### **28. Security Deposit / Performance Security**

28.1 Successful Tenderer shall pay a Security Deposit equal to the Amount indicated in the Schedule A of the Detailed Tender Notice as security for due fulfillment of the contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.

28.2 The mode of making this deposit is as under.

##### **a) Initial Security Deposit:**

It is optional to the Tenderer to make the initial Security Deposit in any one of the following ways:

- i. wholly in cash; or
- ii. wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalized/Scheduled Banks in the enclosed format; Detailed Tender Notice or
- iii. Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or Bank guarantees/fixed deposit from Nationalized/ Scheduled Banks in the enclosed format.

##### **b) Retention Money:**

The remaining amount of the Security Deposit (if applicable as per Schedule A )shall be recovered from the tenderer's running bills at rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed the total amount of security deposit maintained as per the clause 28.1 after which such retention will cease.

#### **29. Execution of Contract Document**

29.1 The successful Tenderer after furnishing the Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The Agreement should be signed within 7 days from the date of acceptance of the Tender. The Contract will be governed by the Contract Agreement, the Conditions of the Contract (CoC) and other documents as specified in the Conditions of the Contract (CoC).

29.2 It shall be incumbent on the successful Tenderer to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

#### **30. Licenses**

Wherever relevant, before commencing the Work/Service the successful Tenderer shall be required to produce to the satisfaction, of the Corporation a valid Contract Labor License issued in its favor under the provision of the Contract Labor (Regulation and Abolition), Act 1970. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

### **31. Rights of the Corporation**

**31.1** The Corporation reserves the right to suitably increase/ reduce the scope of work put to this Tender. In case of a Rate Contract, the Corporation does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.

**31.2** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Corporation shall be final and bindings on all Parties.

**31.3** In case the tenderers quote prices higher than allowed as per DPCO, NPPA or higher than MRP or / and fail to supply the goods consistently the tenderers will be declared as fraudulent and defaulters

a) The extra expenditure incurred because of risk purchase shall be recovered from the tenderer.

b) His Registration will be cancelled

c) The tenderer's EMD/Security deposit amount, Bank Guarantee will be forfeited.

d) The tenderer will be debarred from participating in the tender for next three years.

**31.4** In case if found that the tenderer has submitted forged documents the following actions will be taken against the tenderers.

a) The extra expenditure incurred because of risk purchase shall be recovered from the tenderer.

b) The police case will be filed against the tenderer

c) His Registration will be cancelled

d) The tenderer's EMD/Security deposit amount, Bank Guarantee will be forfeited.

e) The tenderer will be debarred from participating in the tender for next three years

### **32. Notice to form Part of Contract**

Tender Notice and these instructions shall form part of the Contract.

### **33. Similar Work**

Similar work means work experience of man power supply of unskilled category in govt or semi government organization.



## GENERAL & SPECIAL (clause 8) CONDITIONS OF THE CONTRACT

### A. DEFINITIONS

- 1.1 The **Contract** shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specification. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 1.2 The **Contractor** shall mean the individual or firm or company whether incorporated or not, undertaking the works and treatment process and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assignee/assignees of such individual or firm or company.
- 1.3 **Competent Authority** is the Person or Persons appointed by the Corporation and notified to the Contractor, who shall be responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, and awarding extensions of time.
- 1.4 The **"Officer"** shall mean the Additional Municipal Commissioner, Medical Officer of Health, Medical Superintendent, Veterinary Officer Or any other Officer Or Officers who may be authorized by the commissioner to carry out the functions of Commissioner.  
**Officer's Representative** shall mean the Sanitary Officer, Sanitary Inspector or Sub Sanitary Inspector or any other Municipal employee or employees appointed from time to time by the Commissioner to perform the duties set forth to assist the Officer for the purpose of the contract and whose authority shall be notified in writing to the Contractor by the Officer.
- 1.5 **Corporation** means Navi Mumbai Municipal Corporation as incorporated under the Bombay Provincial Municipal Corporations Act, 1949.
- 1.6 **Municipal Commissioner** shall mean the Municipal Commissioner of Navi Mumbai Municipal Corporation, for the time being holding that office and also its successor and shall include any officer authorized by it. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation's representative for the purposes of this Contract.
- 1.7 The **Annexure** referred to in these conditions shall mean the relevant annexure appended to the tender document issued by the Municipal Corporation.
- 1.8 **Urgent works and treatment process** shall mean any urgent measures which in the opinion of the Officer become necessary during the progress of the work to obviate any risk of damage to public health or failure of which becomes damaging to public health.
- 1.9 **Contract Period** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the Commencement Date and terminates on the Completion Date or the Termination Date, as applicable and mentioned in the Work Order. As per the Standing Committee resolution the agreement will be done for one year or as specified in schedule A.
- 1.10 **Tender** means the Contractor's priced offer to NMMC for the execution and completion and maintenance of the Works and treatment processes and the remedying of any defects therein in accordance with the provision of the Contract as accepted by the Letter of Acceptance.
- 1.11 **Letter of Acceptance** means the formal acceptance of the tender.
- 1.12 **Termination Date** means the date on which the Contract is terminated by way of defaults of either the Corporation or the Contractor, or as a result of a Majeure event, or as indicated in these Conditions of Contract.
- 1.13 **Contract Price** is the payment made by the Corporation, to the Contractor, for the Services carried out and is as specified in the Acceptance Letter.

- 1.14 **Security Deposit** means the deposit provided by the Contractor, as a performance guarantee under this Contract.
- 1.15 **Gross Misconduct** means any reckless breach or disregard of the provisions of this Contract by the Contractor.
- 1.16 **Service Area** means in relation to Services under this Contract, the area covered by the existing Facilities and System and as indicated in the Appendices to the Contract.
- 1.17 **Access** means the way of facility or device to approach a particular place/situation by means of safe and easy way.

## **B. INTERPRETATION AND CONTRACT STRUCTURE**

### **2. Interpretation & Law**

- 2.1 In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Competent Authority will provide instructions clarifying queries about any Part of this Contract.
- 2.2 Words importing the masculine gender shall also include the feminine gender.
- 2.3 Heading and marginal notes to their conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 2.4 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India.

### **3. Contract Structure**

- 3. Both Parties recognize that this Contract contains the entire Contract between the Parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Contracts and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it does not enter into this Contract in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Contract.
- 3.2 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Acceptance Letter,
  - (b) This Contract Agreement, Conditions and Appendices;
  - (c) Minutes of pre-bid meetings and amendments;
  - (d) The Detailed Tender Notice and
  - (e) Contractor's Bid.

### **4. COMMUNICATIONS**

- 4.1 Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 4.2 Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority or any representative for the time being entrusted with the functions, duties and powers of the Competent Authority.
- 4.3 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Marathi or English. If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## SCOPE OF WORK

Health Dept.IHFWS of NMMC is inviting sealed tender from experienced agency to supply qualified Attendant under NHM of IHFWS, NMMC.

**(a) Requirement Of Man power:**

22 Manpower are required at 22 Urban Primary Health Centers functional under Health department of NMMC.

1. The above mentioned manpower may increase or decrease as per approval from NHM Mumbai from time to time.
2. To provide requisite man power in accordance with the consolated wages as decided by the NHM mumbai from time to time.
3. Any mismanagement or act of employees causing disruption of NMMC services shall attract penalty of Rs. 1000/- per incidence per worker.
4. Appointed manpower should do each work assigned by MO of concerned UPHC.

**(b) Specification ,Experience and Age Limit for the skilled Man power to be deployed by the Companies/Firms/Agencies:**

- I. **Educational Qualification:** 12th pass.
- II. **Age:** He/She shall be between age group of 18 years to 45 years.

**C) COMMENCEMENT AND SCOPE OF SERVICES**

**5 Contract Period**

- 5.1 The contractor shall commence services from the Commencement date as mentioned in the Work Order, and shall arrange all initiation of services within fifteen (15) days of the commencement date.
- 5.2 The Contract period is for three years. But work order will be issued every year and agreement will be done yearly.
- 5.3 Contract between NMMC and Contractor may be renewed or executed every year up to three years depending upon satisfactory services of contractor. All rights for the same are reserved with Commissioner Cum Chairman-IHFWS NMMC.
- 5.4 If NHM stops funding payment of these manpower, then contract may be terminated without any intimation.
- 5.5 The contract period is for three years. But if authority desires, the work will be extended till the next agency is appointed and the contractor shall carry the work with same rate, terms and condition till finalization of next agency.

**6. Scope of Operation/ Services**

- 6.1 Area of Operation- NMMC Health Centers such as 22 Urban Primary Health Centre (UPHC) as approved by NHM Mumbai.
- 6.2 Licenses, taxes and duties: Contractor shall be responsible to keep all licenses required for the said work and same shall be renewed from time to time. The Contractor shall be entirely responsible for all taxes/duties/license fees/registrations and any NMMC taxes.
- 6.3 No increase in rates for the said contract will be allowed during the three years period of contract.
- 6.4 In case of dispute -  
If any dispute occurs, the decision of Commissioner Cum Chairman-IHFWS NMMC will be final & will be binding on the contractor. Also if any matter goes to court for decision, that should be within the jurisdiction of Thane/Navi Mumbai court. The cost of suit will have to be borne by contractor.
- 6.5 At the time of Termination - The pending work orders will be cancelled.

**7. TERMS AND CONDITIONS FOR CONTRACTOR TO PAY WAGES TO DEPLOYED MANPOWER:**

- i) On the basis of monthly attendance details of ( verified and certified by concerned head of the establishment) deployed manpower, contractor shall pay the wages to each employee before 5<sup>th</sup> of respective month. Non payment of salary before this date may attract penalty @ of Rs. 5000/- per day up to full payment salaries.
- ii) On the basis of monthly attendance details & wages etc. paid to employees contractor shall prepare a bill of supply and submit the same to Head of the establishment (Medical officer of Urban Primary Health Center) for verification and certification.
- iii) After transferring the monthly wages, to his deployed man power, contractor shall submit the bill of supply with certified attendance details, challans to the Head of the concerned establishment (MO etc) for verification and certification.
- iv) Certified bill of Supply with all reports then be submitted to MOH for payment.
- v) Pay-slips hall be provided to deployed man power and pay statement shall be submitted to the Health Department every month.
- vi) Contract or shall be capable to pay the wages as per tender document timely before 5<sup>th</sup> of every month from his own resources.
- vii) Contractor shall be capable to pay monthly wages up to 3 months from his own resources in case of delay in payment by IHFWS NMMC due to un avoidable circumstances.
- viii) The deployed man power may be the employee/contractual employee of the bidder firm but they never be the employee of NMMC.
- ix) Requisite man power shall be provided with in 10 days from the acceptance of the contract.

**1. Official Secrecy - The Contractor**

- 2. shall take whenever required necessary steps to ensure that all persons employed on any work and treatment process in connection with this Contract have noticed that the India Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after execution of such work and treatment process under the Contract.

**3. Sub- letting**

The Contractor shall not sub-let or attempt to sub-let the whole or part of the works and treatment process. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works and treatment process and treatment processes without the prior written approval of the Officer, which shall not be unreasonably with-held, and such approval, if given, shall not relieve the Contractor from any liability or obligations under defaults and neglects or any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided always that the engagement of labour on a piece-work basis or labour with material not to be incorporated in the work and treatment process shall not be deemed to be a sub-letter under this Clause.

**4. Engagement of Staff & Labour**

- 11.1 Appointed staff should strictly process the qualification mentioned in the tender. If manpower found without qualification, then payment of those manpower will not be given.
- 11.2 The Contractor shall employ in and about the execution of works and treatment process only such persons as are skilled and are experienced in their several trades and the Officers shall be at liberty to object to and require the Contractor in or about the execution of the work and treatment process, who in the opinion of the Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works and treatment process and treatment processes without permission of the Officer.
- 11.3 I Card should be provided by the contractor.

- 11.4 The Operator shall employ skilled labor in sufficient numbers to carry out its Services at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of the Competent Authority.
- 11.5 The Operator shall not employ in connection with the Services any child who has not completed his/her eighteen years of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Services as an adult as prescribed under clause (b) of sub-section (2) of Section 69 of the Factories Act, 1948.
- 11.6 The Operator shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Operator on the Site and such other information as the Competent Authority may require.
- 11.7 If the Competent Authority asks the Operator to remove a person who is a member of the Operator's staff stating the reasons, the Operator shall ensure that the person leaves the Site within seven (7) days and has no further connection with Services under this Contract.
- 11.8 At all times during continuance of the Contract, the Operator shall abide by all existing and future labour enactment and rules made hereunder, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made hereunder, regulations or notifications including amendments.
- 11.9 If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye-laws/acts/rules/regulations including amendments if any, on the part of the Operator and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Operator including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Operator, any sum required or estimated to be required for making good the loss or damage suffered by the Corporation.
- 11.10 **Contractor's Supervision** - The Contractor shall himself supervise the execution of works or shall appoint competent agent approved by the Officer to act in his stead. If, in the opinion of the Officer the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent an Officer

or a suitably qualified and experienced person. The name of the agent so appointed, along-with the qualifications, experience and address shall be communicated to the Officer. The Agent shall be a responsible person adequately authorized by the Contractor to take decision on site and to spend money if required for procuring material and labour etc. to carry out emergency works in the interest of the contract Work, if so required by the Officer. Orders given to Contractor's agent shall be considered to have the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Officer, the Officer shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.

## **5. Operator's Superintendence**

- 11.1 The Operator shall provide all necessary superintendence while carrying out its Services and as long thereafter as the Competent Authority may consider necessary for the proper fulfilling of the Operator's obligations under the Contract. The Operator shall nominate a competent and authorized representative ("Operator's Representative") approved of by the Competent Authority, which approval may at any time be withdrawn. The Operator's Representative shall give its whole time to the superintendence of the Services. The Operator's Representative shall receive, on behalf of the Operator, instructions from the Competent Authority, which shall be deemed received by the Operator.

- 11.2 If the Competent Authority withdraws approval of the representative, the Operator shall remove the representative from the Services within twenty-eight (28) days, and replace him by another representative approved by the Competent Authority.

11.3 **Inspection of site and sufficiency of tender**

- (a) The Contractor shall inspect and examine the UPHC and shall satisfy himself before submitting his tender if necessary.
- (b) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and treatment process and of the rates and prices quoted in the schedule of works and treatment process/item/quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works and treatment process and treatment processes, No extra charges consequent on any misunderstanding will be payable.

12 **CONTRACT PRICE AND PAYMENT**

**Contract Price**

- 12.1 The Operator shall pay all the Taxes directly to respective organizations and to the Government of India. The Corporation shall not take any responsibility for any kind of Tax payment to the Government or quasi-Government bodies at any point of time.
- 12.2 All charges on account of GST and other duties on material obtained for the Services from any source including the tax applicable as per GST Act in the goods involved in the execution of the Services, etc. shall be borne by the Operator.
- 12.3 **Procedures for Payment** - The Operator shall submit a bill for payment at the end of every month. The bill shall be in accordance with the Services carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Corporation.
- 12.4 The Competent Authority shall check the Operator's bill and certify the amount to be paid to the Operator after taking into account any incentive or penalties for the period in question. Where the incentives and penalties are still to be determined, the Corporation shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the Services has been noticed.

13. **Assignment**

- 13.1 The Operator shall not subcontract the whole of the Services or a substantial part thereof. Except where otherwise provided by the Contract, the Operator shall not subcontract any part of the Services without the prior consent of the Competent Authority. Any such consent shall not relieve the Operator from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Operator, its agents, servants or workmen.

**DEFAULT OF CONTRACTOR**

14. **Events of Default**

- 14.1 At any time after the Commencement Date, the Competent Authority may investigate each case where the Contractor has failed to properly perform the Services in accordance with this Contract. The Competent Authority shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.
- 14.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- a) Also the Competent Authority certifies to the Corporation, with a copy to the Contractor, that, in its opinion, the Contractor:
- i) Has repudiated the Contract, or

- ii) Without reasonable excuse has failed to commence Services in accordance with this Contract, and pursuant to the Commencement Date; or failed to complete the Services within the time stipulated for completion;
- b) Gross misconduct of the Contractor;
- c) Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- d) The Contractor stops to provide services and the stoppage has not been authorized by the Competent Authority;
- e) If the Contractor is in breach of any law or statute governing the Services;
- f) The Contractor in the judgment of the corporation has engaged in corrupt fraudulent practices in competing for or in carrying out the services under the contract.

## **15 Consequences of Default**

- 15.1 Giving three (3) days notice to the Contractor terminate the Contract without thereby releasing the Contractor from any of its obligations under the Contract, or affecting the rights and authorities conferred on the Corporation by the Contract.
- 15.2 Corporation shall be entitled to invoke the Security Deposit and carry out the Services through a Successor Contractor or departmentally and at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor the difference shall be a debt payable to the Corporation.

## **D. SECURITY DEPOSIT**

### **16 Security Deposit**

- 16.1 The Contractor shall pay a Security Deposit equal to the Amount indicated in the **Schedule A** as security for due fulfillment of the Contract, within fifteen (15) days after receipt of intimation in writing of acceptance of Tender.
- 16.2 The mode of making this deposit is as under.
  - a) Initial Security Deposit: It is optional to the Contractor to make the Initial Security Deposit in any one of the following ways:
    - i) Wholly in cash; or
    - ii) Wholly in form of National Saving Certificate pledged in favour of the Corporation Or Bank guarantees/fixed deposit from Nationalized/ Scheduled Banks in the enclosed format; (**Annexure 1** of the Detailed Tender Notice)

OR

Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalized / Scheduled Banks in the enclosed format.
- 16.3 All compensation or other sums of money payable by the Tenderer under the terms of this Contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of its Security Deposit being reduced by reason of any such deduction, the Contractor shall within fifteen (15) days of receipt of notice of demand from the Corporation make good the deficit.
- 16.4 In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the guarantee of the bankers of the Contractor, and of the Contractor under any of the provisions of this Contract becoming subject to or liable for any penalty for damages liquidated or un-liquidated or of the said deposit becoming forfeited or any breach or failure or determination of Contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Corporation, shall immediately on demand be paid by the said bankers to Corporation and may be forfeited by the Corporation under and in terms of the said guarantee.

- 16.5 There shall be no liability on Navi Mumbai Municipal Corporation to pay any Interest on the Performance Security deposited by or recovered from the Contractor.
- 16.6 There shall be no liability on Navi Mumbai Municipal Corporation to pay any interest on the Security deposited by or recovered from the Contractor.

**17 Forfeiture of Security Deposit**

If during the term of this Contract the Contractor is in Default of the due and faithful performance of its obligations under this Contract, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

**18 Return of Security Deposit**

Subject to CC Section 45.1, excepting the Security Deposit of the last Operating Year, each Security Deposit shall be returned to the Contractor by the Corporation within five (5) days following the expiration of its validity, provided that there are no outstanding claims of the Corporation on the Contractor. The Security Deposit shall be returned to the Contractor at the end of three (03) months after the Completion Date or Termination Date of this Contract.

**PROCEDURE FOR DISPUTES & ARBITRATION**

**19 Competent Authority's Decision**

If a dispute(s) of any kind whatsoever arises between the Contractor and the Competent Authority's Representative the same shall be referred to the Competent Authority for its decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within fourteen (14) days of receipt of notice. If either Party is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of fourteen (14) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration.

**20 Sole Arbitration**

If there is no resolution of dispute after discussion between concerned HOD and the contractor, the said dispute shall be referred to the Commissioner of Navi Mumbai Municipal Corporation for the purpose of endeavoring to settle the dispute amicably. If such amicable settlement is not arrived at between the parties, the dispute between the parties shall be subject to exclusive jurisdiction of Courts of Navi Mumbai & Thane only. It is made clear that this clause is not an Arbitration Clause and nothing in this clause shall be construed to mean that the Municipal Commissioner will act as an arbitrator.

**21 Governing Provisions**

As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any Statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.



**SCHEDULE 'A'**

1.	Name of tender	SUPPLY OF MANPOWER Attendant FOR URBAN PRIMARY HEALTH CENTER UNDER NUHM	
	Estimated Cost	Rs. 1,22,76000/- (without GST) (for Three Years)	
2	Persons Responsible	Medical Officer of Health, Navi Mumbai Municipal Corporation	
3.	Eligibility Criteria and Documents Required to Establish Eligibility		
	Criteria	Required eligibility	Documents Required to be uploaded to Establish Eligibility
4	Registration		Valid Firm/ company Registration (Certificate of Incorporation etc)
5	Pre qualification criteria.		
A	Average annual Turnover for last three years	Bidder's Average annual financial Turnover during last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost. (ieRs. 36,82,800/-)	Audited financial statements of subsequent last three years / Turnover certificate certified by Chartered Accountant.
B	Experience	i) Three similar works costing not less than the amount equal to 40% of the Estimated Cost. (i.e.Rs. 49,10,400/-) <b>Or</b> ii) Two similar works costing not less than the amount equal to 50% of the Estimated Cost. (i.e.Rs. 61,38,000/-) <b>Or</b> iii) One similar works costing not less than the amount equal to 80% of the Estimated Cost. (i.e.Rs. 98,20,800/-)	Copy of work order. Experience Certificate in last 5 years.
C	Positive net worth	Positive net worth	CA certificate showing positive net worth.
6	General Condition	Document Required	1. EMD of Rs. 1,70,000/- 2. Undertaking of tenderer on Rs.500/-stamp paper as per annexure 2. 3. Affidavit on Rs.500/-stamp paper as per annexure 6 4. GSTIN Registration certificate 5. Valid Firm/ company Registration (Certificate of Incorporation etc). 6. Valid Registration Certificate under Contract Labour licenses. (If available) 7. Valid Registration Certificate of EPFO. (If available) 8. Provident fund Reg. (If available) 9. Declaration in writing for acceptance of security deposit and terms and condition mentioned in the tender.
7	Technical Qualification	Document Required	1. Details of tenderer as per annexure 3. 2. Details of similar type work of agency as per Annexure 4 3. List of work in hand as per annexure 5
8	Security Deposit		5% interest free security deposit of the total contract value shall be deposited with NNMC by successful bidder. (validity 48 months from the date of acceptance letter )
9	Type of Contract		Service contract
10	Contract Period		Three year

Note: Tenderer shall upload all necessary documents only after self attestation.

**Medical Officer of Health Cum**  
**Member Secretary IHFWS**  
**Navi Mumbai Municipal Corporation**

## FORM OF BANK GUARANTEE BOND (For Performance Guarantee)

6. In consideration of the Navi Mumbai Municipal Corporation (hereinafter called 'NMMC') having agreed to exempt (herein after called "the said Operator / Contractor / Tenderer / Supplier (s)') from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Tenderer as per the terms and conditions contained in the said Agreement, and on production of a Bank Guarantee for Rs. (Rupees \_\_\_\_\_ Only), we, (indicate the name of bank) \_\_\_\_\_ (hereinafter referred to as 'the \_\_\_\_\_ bank') at the request of the Operator/Contractor/Tenderer/Supplier(s) do hereby undertake to pay the NMMC an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any breach by the said Operator/Contractor/Tenderer/Supplier(s) of any of the terms or conditions contained in the said agreement.
7. The Bank do hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Operator/ Contractor/ Tenderer/
8. Supplier (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Operator Contractor/ Tenderer/ Supplier (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ in words).
9. We, undertake to pay to the NMMC any money so demanded not with standing any dispute or disputes raised by the Operator/ Contractor/ Tenderer/ Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Operator/ Contractor/ Tenderer/ Supplier (s) shall have no claim against us for making such payment.
10. We, (indicate the name of Bank) \_\_\_\_\_ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Municipal Commissioner of NMMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator/ Contractor/ Tenderer/ Supplier (s) and accordingly of the said Agreement have been fully and properly carried out by the said Operator/ Contractor / Tenderer/ Supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
11. We, (indicate the name of Bank) \_\_\_\_\_ further agree with the NMMC that NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Operator/ Contractor / Tenderer/ Supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Operator/ Contractor / Tenderer/ Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Operator/ Contractor Tenderer/ Supplier (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Operator/ Contractor / Tenderer/ Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
12. This guarantee will not be discharged due to the change in the constitution of the Bank or the Operator/ Contractor / Tenderer/ Supplier (s).
13. We, (indicate the name of Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMMC in writing.

Dated the.....day of.....20

For..... (indicate  
the name of Bank)

Signature of Tenderer      No. of Correction

Medical Officer of Health Cum  
Member Secretary IHFWS  
Navi Mumbai Municipal Corporation

**Undertaking of Tenderer  
(On aRs. 500/- Stamp paper )**

Having examined the tender document including all the annexure, the receipt of which is hereby duly acknowledge, we, the undersigned, state that the specifications, conditions, etc. of this tender have been carefully studied and understood by me / us before submitting this Tender. I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the tender and I / We have based my / our commercial bid for the Tender and offer to undertake the work / supply / deliver \_\_\_\_\_ (Description of Work / Goods / Services) in conformity with the said tender documents.

We agree to abide by this tender offer till \_\_\_\_\_ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

A Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ from the Nationalized/Scheduled Bank at \_\_\_\_\_ in respect of the sum of \*Rs. \_\_\_\_\_ is herewith forwarded representing the Earnest Money. I / We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawal by me / us by the notice in wiring duly addressed to the authority opening the Tender Notice. (ii) Security deposit as specified in the time limit laid down in the Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

Should this tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of Money mentioned in the said conditions. If our tender offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / we undertake to use only the best materials approved by the Municipal Commissioner cum chairman IHFWS NMMC or his duly authorized representative, before starting the work and to abide by his decision, Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bond to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the ..... day of ..... 20\_\_

Signature of Tenderer

Address .....

Signature of Witness

Address .....

Signature of Tenderer

Signature of Authorized Person  
NMMC

## Details of Tenderers

1.	Name of Tenderer				
2.	Address				
3.	Telephone				
4.	Fax				
5.	E - mail				
6.	Details of Proprietor / partners/Directors				
	Name	Address	Qualification & Experience		
7.	Financial Performance		Turnover	Profit	Copy of Audited Financial Statements Attached (Yes/No.)
	Previous Financial Year (Y-1)				
	2 <sup>nd</sup> Previous Financial Year (Y-2)				
	3 <sup>rd</sup> Previous Financial Year (Y-3)				
8.	Registration Details				
9.	Certification Details				
10.	Details of Black List & Litigation (If Any)				
11.	Remarks				

## Details of Manufacturing Unit (Where Applicable)

1.	Exact Location of Management of Manufacturing Facility.
2.	Products Produced
3.	Manufacturing Capacity (Product - wise)
4.	Details of ISO Certification obtained. (Copies to be attached.)
5.	Actual Production/ Sales of Quoted items during last two years
6.	Brief Description of Facilities for inspection, testing and quality assurance.

**Note :-** The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Authorised Person

Signature of Tenderer

Signature of NMMC Official

**ANNEXURE 4**

Details of Works of Similar type and magnitude carried out by the Tenderer  
(last 3 years)

Name of the Tenderer: -----

Sr. No	Nam e of Work	Type of Work	Name of Department	Cost of Work	Date of Starting	Stipulated date of Completion	Actual date of Completi on	Remarks

**Seal & Signature of Tenderer**

**Signature of Authorized Person  
NMMC**

**ANNEXURE 5**

List of Works in Hand as on the date of Submission of this Tender

Name of the Tenderer: -----

Sr.No	Name of Work	Name of Department and Address	Works in Hand		Anticipated date of Completion	Remarks
			Tender Cost	Cost of Remaining Work		

Seal & Signature of Tenderer

Signature of Authorized Person  
NMMC

**Affidavit**  
**(On Rs. 500/- Stamp Paper)**

I/We hereby state that we are aware of the provisions of section 10 (1) 10(f) and (g) of the BMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

***Extract of Sec 10 of BMC Act***

- 10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.
- 10 (f) " Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation".
- 10 (g) "Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned".

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrence.

Tenderer \_\_\_\_\_

Address \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Tenderer

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Witness.

## SCHEDULE B

**Tender Notice No. NMMC/Health/23/2023**

### PRICE BID FORMAT

A) NAME OF THE TENDERER: \_\_\_\_\_

B) ADDRESS : \_\_\_\_\_

\_\_\_\_\_

We offer the following rates per annum (inclusive of all taxes and for three years) for the above mentioned tender.

Sr. No .	Particulars (A)	Number	Rate Manpower per month	Per Annum	Total for Three years
	Total Manpower (Attendant) required				
1	Cost on Manpower	22	15,190/-	40,92,000/-	1,22,76,000/-
2	Service Charges including operational cost, per manpower	22			
	<b>Total Amount &amp;(1+2)</b>				
	Total Amount in Rupees per Annum----- ------(inclusive of all taxes, if any)  Total Amount in Rupees for three years ----- ------(inclusive of all taxes, if any)				

**Signature of Tenderer &  
Seal**