



# **NASHIK MUNICIPAL CORPORATION**

**Tender Notice No. 05 (2025-26)**

## **Request for Proposal (RFP)**

**For**

**Empanelment of Agencies for Manpower Outsourcing Services  
for Sweeping and Cleaning of Roads, Public and Community Toilets  
Riverbank, Auditoriums and NMC School Toilets in NMC area.**

**August 2025**

**Issued by:**

Director, Solid Waste Management Department

Nashik Municipal Corporation

Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422 002

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## **Disclaimer**

This Request for Proposal (RFP) document for Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets Riverbank, Auditoriums and NMC School Toilets in NMC area (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification criteria for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s")

This RFP is not an agreement and is neither an offer by Nashik Municipal Corporation (hereinafter referred to as the "Client" or "NMC") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Client or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document. The Client reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Client may deem fit without assigning any reason thereof. The Client reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Client will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder(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. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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## 1 General Information

Nashik Municipal Corporation (NMC) invites bids from eligible and interested agencies for providing Manpower Services for Sweeping and Cleaning of roads, public and community toilets, riverbanks, auditoriums, and school toilets within the NMC jurisdiction. The selection of the service provider will be carried out through an open competitive bidding process as outlined in this RFP document.

The Request for Proposal (RFP) document can be downloaded from procurement website

[www.mahatenders.gov.in](http://www.mahatenders.gov.in).

Key dates for this RFP are as below:

S. No.	Activity	Date & Time
1	RFP document download Start date & time	07/08/2025 @ 16:00 hrs.
2	Pre-Bid Conference	19/08/2025 @ 11:00 hrs. at the office of Director, Solid Waste Management Department, Nashik Municipal Corporation
3	BidDue Date and time (Submission of complete technical & financial proposal)	28/08/2025 @ 15:00 hrs.
4	Date and time for opening of technical proposal	29/08/2025 @ 16:00 hrs.
5	Date and time for opening commercial proposal (Financial Bid)	To be intimated later
6	Name of the official for addressing queries and clarifications	Director, Solid Waste Management Department, Nashik Municipal Corporation (NMC), Rajiv Gandhi Bhavan, Sharanpur Road, Nashik - 422002 <a href="mailto:health.nashikcorporation@gmail.com">health.nashikcorporation@gmail.com</a>

Notes:

- i. In case, there is holiday on any of the date mentioned above, the activities assigned on that date shall be carried out on the next working day
- ii. Agencies are advised to study this document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications
- iii. The complete bidding document has been published on <https://mahatender.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e- Tendering) subject to the submission of required tender/bidding document fee and Earnest Bid deposit (EMD)

- iv. Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract and e-gras challans are properly uploaded and digitally signed by the Bidder
- v. Bidder who wishes to participate in the bidding process must register on <https://mahatender.gov.in>The bidder may refer detail instructions for E-bidding and Bidder Manual kit available at <https://mahatender.gov.in>
- vi. Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, financial proposal, However, e-Tender processing fees, and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document
- vii. NMC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal pay online tender fee, EMD well advance in time so as avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems
- viii. No refund of Bid fee is claimable for Bids not accepted or forms not submitted. The bidder should have valid GST Registration at the time of submission of bid from the concerned department authorities, without which the bids may not be entertained.

## 2 Data Sheet

S. No.	Particulars	Details
1	Name of Project	Request for Proposal (RFP) For Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets Riverbank, Auditoriums and NMC School Toilets in NMC area.
2	Earnest Money Deposit	Rs. 52,00,000/- Only
3	RFP Document Fee & E-Service Fees via online payment gateway mode only.	The cost of Blank tender form is a total of Rs.52000 + Rs. 9360 (18% GST) + Rs.91 = Rs.61451/- To be paid online. The cost of Blank Tender is not Refundable.
4	Method of Selection	Empanelment
5	Bid Validity period	180 days from the date of opening of bid
6	Contract period	36 months, with annual renewal of contract based on performance evaluation
7	Performance Security Deposit value	Performance security deposit of 2 % of accepted contract value can be paid in the form of - i) Cash deposited in the treasury of N.M.C. ii) Demand Draft in favor of the Commissioner N.M.C. iii) Bank guarantee from any nationalized bank or banks notified by Govt. Resolution of finance department dated 04.08.2025 in prescribed form valid for a period of 36 months. Nashik Municipal Corporation has developed a repository system in collaboration with ICICI Bank. Accordingly, if the lowest bidder is required to submit a security deposit or Performance Security Deposit (PSD) in the form of a Bank Guarantee, it is mandatory to mention the IFSC code ICIC0000027. Bank Guarantees without this IFSC code will not be accepted.
8	Performance Security Deposit (BG)	Valid till 60 (One hundred eighty) days beyond the contract/authorization period.
9	Last date for signing contract agreement	As prescribed in the LOA
10	Consortium / Joint venture	Not Allowed

### **3 Instructions to Bidders on Electronics Bidding System**

1. To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Class-II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bides
2. Bidders are required to enroll on the e-Procurement module of the Central Public Procure (URL <https://mahatender.gov.in>) by clicking on the link "Online Bidder enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge
3. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly by the contractors/ bidders through email-id provided
4. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts
5. Fore e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory with can be obtained for SIFY /n- Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ smartcard
6. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid digital Signature Certificate with their profile.
7. Only one valid OSC should be registered by a bidder, Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same
8. Bidders can then log into the site through the secured login by entering they're under ID/password and the password of the DSC/e Token

## **4 Scope of Work**

Nashik Municipal Corporation (NMC) intends to outsource manpower services for the sweeping and cleaning of roads, public and community toilets, riverbanks, auditoriums, and NMC school toilets in the following areas:

- a) East Division (437 km of road length covering Prabhag Nos. 14, 15, 16, 23, and 30)
- b) West Division (206 km of road length covering Prabhag Nos. 7, 12, and 13)
- c) Godavari Riverbank Stretch – From Holkar Bridge to Kapila Sangam
- d) Other NMC Facilities – Including toilets in NMC schools, auditoriums, NMC divisional offices, swimming pools, etc., within the jurisdiction of Nashik Municipal Corporation

However, the service areas, divisions (such as Satpur, Nashik Road, New Nashik, and Panchavati), and service timings are subject to change based on necessity.

The scope of the services is outlined as below –

### **4.1 Deployment of manpower and material**

- 1) It is service based contract to provide service of sweeping and cleaning of Roads, Public and Community toilets Riverbank, Auditoriums and NMC school Toilets in NMC areas and not only for supply of labours. The operator must deploy optimum number of manpower and material. So as to ensure clean sweeping.
- 2) Micro planning of workers distribution in the given area should be submitted in 7 days after issuing work order and if any changes regarding manpower as per the scope of work should be informed to Director, SWM, NMC.
- 3) The operator has to deploy manpower as per MSW RULE 2016 at stated area in two shifts. i.e. first shift from 6 a.m. to 2 p.m. and second shift from 2 p.m. to 10 p.m. Daily manpower deployed should be minimum 875 including both shifts and as per requirement. The operator has to submit detailed plan of service delivery and optimum deployment of manpower and material area wise and shift wise. However, At any time area and time of service change according to necessity.
- 4) Sweeping and cleaning of roads, collection of roadside litter (Black spot) and garbage at stated places and collection at a designated place, cleaning of ghats and steps along river stretch.
- 5) Brooms, wheelbarrows, disinfectant any material and machinery required for cleaning will be provided by successful bidder at his own cost.
- 6) Daily attendance of the workers will be maintained by biometric attendance system.
- 7) The operator has to carry out the street sweeping (manually) throughout the year (on all 365 days) on daily basis irrespective of any holidays. Also, the operator has to carry out cleaning operations on all streets/roads, footpath and as directed by the officer in charge and remove all refuse, garbage, dust etc from the road, central median, footpath, beautification spots, islands, statues, murals, washing and cleaning of road dividers, etc.
- 8) All swept garbage, dust shall be disposed with bins/handcart, minimum one handcart (Wheelbarrow) behind two workers supplied to labours /workers up to transport vehicle/ collection point.
- 9) The crowded area, vicinity of market places, commercial areas, Godavari Ghats only shall be cleaned twice a day.

- 10) The staff carrying out above said work shall be equipped with the handcart containing two bins (to segregate dry and wet waste) and other equipment.
- 11) The operator should not modify or alter any operational area in sweeping without prior written permission of the competent authority.
- 12) The Operator must clean water entries, water flowing passages etc regularly and promptly. Curve stones and dividers to be washed by soap water monthly.
- 13) The Operator is bound to use adequate quantity of germicide/insecticide at appropriate places such as surrounding marketplaces or wherever, desilt stack or as directed.
- 14) The Operator is required to maintain cleanliness by sweeping areas where Ganpati Festival, Navratri Mahotsav, and similar public or religious functions and ceremonies are usually held, and to provide the necessary labour.
- 15) The operator shall report the cleaning of toilets by submitting geo-tagged photographs and videos as evidence.
- 16) The operator shall provide uniform, apron, mask, hand gloves, gum boots, raincoats & other safety material to labours for safety.
- 17) The operator will follow all the Government laws, rules of labour department governing minimum wages.
- 18) Swachh Bharat Abhiyan guidelines to be followed strictly including IEC activities in contract period.
- 19) Garbage Free City guidelines to be implemented strictly in contract period. New SOP given by GOI to be implemented under guidance of Director, SWM in contract period.
- 20) 875 GPS device with 20 bio metric device is mandatory for monitoring of assigned employees.
- 21) The 875 employees appointed by the Contractor should have geo fencing in the GPS monitoring system.
- 22) In addition to above this NMC reserve right to impose fine for breach of the terms & condition, unsatisfactory performance and can change work area as per requirement in service area mentioned above.
- 23) In case of emergency, if Nashik Municipal Corporation requires additional Manpower for cleaning purpose, the bidder has to provide required additional manpower within 24 hours of intimation with the ongoing rates of that particular period.
- 24) The agency shall deploy one personnel at the NMC office to demonstrate and coordinate the monitoring of the GPS system.
- 25) The agency will be given 10 working days to implement the necessary changes in the GPS/monitoring software as per the Client's instructions.
- 26) The contractor is required to establish office in municipal jurisdiction area and detailed address of the same should be communicated to NMC for further correspondence.
- 27) After the completion of the working period regarding Service of sweeping and cleaning of roads, Public and Community toilets River bank, Auditorium and NMC school Toilets in NMC area, till the successful bidder do not receive a release order, bidder is bound to keep the work of the said department running smoothly.

## 4.2 Management Information System

- 1) Deploy one (1) technical expert in NMC from the date of award of contract until the tenure of the contract for resolving hardware & software bugs.
- 2) Create user wise logins for reports and service monitoring dashboards.
- 3) Develop mobile based application for capturing field sweeping, biometric attendance through mobile app or any other device, Service level benchmarks of MoHUA for Solid Waste Management, household survey for service quality, waste nuisance reporting, ability to capture photo along with locational coordinates with Geotagged locations to be seen on maps and with 875 GPS device with 20 bio metric device and ancillary as per requirement and with all this relevant dashboard as directed by Hon. Commissioner, NMC.
- 4) 875 GPS device with 20 bio metric device should be checked & validated by Information and technology Dept, NMC.
- 5) There must be a secured login system for admin and admin must be able to navigate to all modules of the system from dashboard. Links to all modules must be displayed on dashboard.
- 6) Logged in user must be able to see current location of all sweepers ward wise. All the Sweeper in one ward must be visible in real time on Google map. Admin must be able to change ward and should see current location of all sweepers in selected ward.
- 7) Logged in user must be able to see the route that the Sweeper has gone through in particular date range with different colour codes on Google map. Report will have a date filter to change the date range.
- 8) User can find sweeper assigned to particular route by just clicking at the point on google map. When point is clicked sweeper with its default route and actual travelled route on Google map.
- 9) If the Worker does not move in the last 30 minutes, it will be marked red.
- 10) If a user wants to find the sweeper employee, when the user clicks on the sweeper, it will automatically show the sweeper's route or location.
- 11) Sweeper employee not going to dedicated area automatically will be marked as absent.
- 12) Work progress photos should always be clearly captured when employees face the camera.

## 4.3 Capacity Building and Awareness Generation

The following activities are included in the scope of Capacity Building and Awareness Generation.

The operator must Provide full-time separate & dedicated manpower during the contract period for undertaking capacity building & awareness generation. The details of the manpower requirement is given below:

Sr.No	Designation	No. of post	Nature of Work	Qualification & Experience
1.	SWMPProjectManager	1	1) Design daily sweeping route plans and monitor its effective implementation. 2) Plan IEC activities, ensure timely implementation and prepare monthly	Postgraduate/ Graduate InAccounting/Finance/BusinessAdministration/Economics/ProjectManagement/Law

Sr.No	Designation	No. of post	Nature of Work	Qualification & Experience
			outcome reports. 3) Develop MIS templates for monthly assessment of SLB parameters of service.	or other relevant degree with at least 3-5 years' experience in managing projects and programs.
2.	Zone Enforcement Coordinator - Onsite	3	1) Develop IEC material and organize IEC activities in the zones. 2) Monitor the process and service in field	Postgraduate/ Graduate with at least 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/ projects or planning, implementation, assessing, monitoring the public consultation/ mass communication campaign/ opinion pooling etc.
3.	Supervisors – Onsite	20	1) Undertake IEC activities, training and capacity building of stakeholders. 2) Undertake solid waste behaviour and awareness drives & survey for improving service quality. 3) Supervision of service and feedback delivery	Postgraduate/Graduate in with at least 2 years of experience in public consultation/ community participation/ event management/socioeconomic survey/opinion pooling etc.
4.	Data Entry Operator - Onsite	1	Create information record for verification on the system.	Graduate with min. 1 years of experience and good MS Office skills.
5.	Sweepers	Minimum 875	As described above	-

- 1) Prepare detailed work route plan, and operations plan for waste management.
- 2) Document, prepare and present the Service Level Benchmarks for Solid Waste Management on the web-based system.
- 3) Sweeping material should be collected at collection points by bidder and it is his responsibility to shift all the sweep material into garbage collection vans.
- 4) Monitoring the operations of waste management and collection of daily data for waste from waste generation point to final disposal point. Provide advisory assistance for improvement of waste management system.
- 5) Developing waste management, waste reuse and recycling advisory manual with updation on annual basis for different types of waste streams generated in the city to create awareness material for compliance of Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical

Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016. Identify waste recyclers and waste processors for tie-up for different waste streams and identifying mechanism & facilities for decentralized wet waste processing, procurement of dry waste, reuse of waste and recycling of waste.

- 6) Removal of waste from the Specific Area prior and/or after, in an emergency of the NMC such as any public meeting, government functions and any other occasion festivals etc., or during the night timings on instructions from NMC within 2 (two) hours on receipt of instructions.

#### **4.4 Site visit and verification of information**

- 1) Bidders are encouraged to submit their respective Bids after visiting the Project Area and ascertaining for themselves the site conditions, baseline of assets, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.
- 2) It shall be deemed that by submitting a Bid, the Bidder has:
  - i. made a complete and careful examination of the Bidding Documents.
  - ii. received all relevant information requested from NMC.
  - iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
    - a) The Project Site, existing facilities and structures.
    - b) The conditions of the access of site and utilities in the vicinity of the Project Site
    - c) Conditions affecting transportation, access, disposal, handling and storage of the materials.
    - d) Clearances obtained for the Project.
    - e) All other matters that might affect the Bidders performance under the terms of this RFP; and
    - f) Acquiring itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.
- 3) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of NMC relating to any of the matters referred above.
- 4) satisfied itself about all matters, things and information including matters referred hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- 5) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NMC, or a ground for termination of the Contract/ Agreement by the operator.
- 6) acknowledged that it does not have a Conflict of Interest; and
- 7) agreed to be bound by the undertakings provided by it under and in terms hereof.

#### **4.5 Code of Conduct**

The Contractor shall strictly observe the employees:

- Are always in Uniforms.
- Are punctual and arrive before start of their duty time.
- Take charge of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Nashik Municipal Corporation.
- Shall not drink liquor on duty or come drunk and report for duty.
- Will never sleep while on duty.

- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor and the Nashik Municipal Corporation.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out. (as per required)
- Do not entertain visitors.
- Smoking is strictly prohibited on Duty.

The Agency shall be deemed to have fully acquainted himself with the work & site conditions and carefully examined the special conditions; the specifications mentioned by Govt. from time to time for the said work and shall be deemed to have fully informed himself regarding the local conditions, and various prevailing laws at time beings.

The Agency shall also be deemed to have fully acquainted with various items involved in the works and as well as deemed to have fully acquainted himself with the fact that the work is to be carried out in Nashik Municipal Corporation area. The Agency should therefore plan his schedule of work properly so as to complete the work within stipulated time limit. Nashik Municipal Corporation will not be liable for any loss or damage sustained by the Agency due to any reason.

All bidders are cautioned that the tender containing any deviation from contractual terms & conditions, specifications or other requirements and conditional tenders will be rejected as non-responsive.

## 5 Eligibility and Evaluation criteria

### 5.1 Eligibility Criteria

The bidder shall fulfil all of the following criteria independently, as on date of submission of bid.

No.	Type	Eligibility Criteria	Documents to be submitted
1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956. OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932. OR A Partnership Firm formed under the Partnership Act 1932 OR A Sole Proprietorship firm	1. Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder 2. Copy of PAN/TIN/TAN 3. Copy of GST Registration 4. Copy of registered certification for EPF, ESIC, Professional Tax.
2	Financial Capacity/ Turnover	The bidder shall have Average Annual Turnover of minimum INR 31.20 Cr., for the last three (3) financial years of related services. (FY 22-23, FY 23-24, FY 24-25)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
3	Financial Capacity/ Net worth	The Net Worth of Bidders firm should not be negative as on 31 <sup>st</sup> March 2025 and should not have decreased by more than 30% in the last 3 years.	Certificate from the Statutory/Auditor/ Chartered Accountant clearly stating Positive Net worth as defined in this RFP
4	Debarred	The Bidder should not be debarred/by any State Government/ Central Government/ PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on date of release of this RFP.	A self-certified letter signed by the Authorized Signatory of the Bidder
5	Credentials	The bidder must have valid Labour Department license registration/ permissions for undertaking the activities as on date of release of this RFP. <i>6Note: If the bidder doesn't have valid labour licence from labour department of Govt. of Maharashtra, he has to submit the undertaking as per annexure VIII and procure it before signing of contract document.</i>	Copy of License/Permission
6	Relevant Experience	A) The bidder must have experience of minimum 3 years in the last 7 years of satisfactorily completing or executing works of Manual roads and streets	Completion Certificates / Client Certificates signed by Authorized Officer of that Solid Waste Management Department.

No.	Type	Eligibility Criteria	Documents to be submitted
		sweeping and cleaning, the executed value of works should not be less than: - 1. Three similar completed services costing not less than the amount equal to <b>Rs. 41 Cr.</b> OR 2. Two similar completed services costing not less than the amount equal to <b>Rs.52 Cr.</b> OR 3. One similar completed service costing not less than the amount equal to <b>Rs.83 Cr.</b>	
7	Relevant Experience	B) The bidder must have experience of minimum 3 years in the last 7 years of satisfactorily completing or executing works of providing manpower services for Manual roads and streets sweeping and cleaning. The executed works should be – 1. Three similar completed services with manpower not less than <b>350 employees each</b> OR 2. Two similar completed services with manpower not less than <b>435 employees each</b> OR 3. One similar completed service with manpower not less than <b>700 employees</b>	Completion Certificates/Client Certificates signed by Authorized Officer of that Solid waste management department.
8	Solvency	Solvency of tender estimated cost i.e. 31.20 crores.	Issued by any nationalized bank or banks notified by Govt. Resolution of finance department dated 04.08.2025.
9	GPS/ Personal Tracker device	The Bidder should have experience of deploying sweepers using GPS / Personnel Trackers	Completion Certificates / Client Certificates signed by Authorized Officer of that Solid Waste Management Department.
10	Fund-raising capacity	The Bidder shall furnish proof of their financial fund-raising capacity for Rs. 05 Crores.	In form of Bank Overdraft / Fixed Deposit Receipts/Bank Consent Letter.

**Note:**

- a. Fee means the total contract value for which the bidder was contracted as primary contractor for major work.
- b. Only Eligible Bidders will be taken up for Financial Evaluation.

c. Financial proposals shall be opened for only for the Qualified Bidders.

## 5.2 Financial Evaluation

Bidders shall be required to quote for the manpower service as per Form 5 provided in the Annexure. The services charges quoted by each Bidder shall be tabulated and the L1 services charges will be identified.

The Bidder with the lowest quote shall be considered as L1 Bidder, and Bidders next in line shall be declared as L2 Bidder, L3 Bidder, so on and so forth.

The Client will empanel three Bidders for empanelment. The invited Bidders will be required to match L1 quote for the empanelment.

In the event of any Bidders not agreeing to match the L1 quote, the Authority reserves the right to invite the next bidder in line (so on and so forth), for additional empanelment of Bidders.

In the event that two bidders submit the same financial bid, preference will be given to the bidder with the higher **Average Annual Turnover** over the last three years. If both bidders have the same turnover, preference will then be given to the bidder with the highest value of **work orders for similar services** executed in the last three years.

Note: Financial Quote shall not be part of the Technical Proposal for purposes of Eligibility/Evaluation and would lead to ineligibility of the Bidder in such case.

Note:

- a) The Service Charge in percentage quoted shall not be less than the 3.85% and shall not exceed 7% (as per Ministry of Finance Office Memorandum dated 06/01/2023).
- b) The Service Charges quoted by the Bidder shall remain unchanged for the entire period of contract irrespective of the change in Minimum Wages.
- c) Quoting of Service charge beyond the prescribed window in the financial bids shall not be accepted.
- d) The Bidder, while quoting the service charge shall carefully consider the charges/amount incurred towards statutory taxes, etc., and then quote the service charge.
- e) In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF, ESI etc, and/or in the percentage value of contribution towards EPF, ESI etc by government (state/union) then the contractor will be reimbursed revised statutory charges/wages etc. All payments that are statutory are paid with the proviso that they are transferred to workmen in total without any deduction whatsoever. Any default in payment of wages less than statutory wages etc. and claim of such wages etc. from Mela Authority will be treated as fraudulent practice and action taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.

## 5.3 Allocation of Work

At least 60% of the estimated demand of Manpower requirements shall be placed with the L1 Bidder and 40% with L2 Bidder. All the remaining Bidders shall have to match the L1 for service charges.

Bidder	Allocation of work
L1 (Principal Bidder)	60% of total manpower
L2	40% of total manpower

In case the L1 Bidder shows inability to supply at least 60% of the estimated demand as requested by the Authority through a Work Order etc., the Authority reserves the right to allot this work to any of the other Empanelled Bidders (in order of their original bid, i.e. first to L2, then L3, so on and so forth) and declare that Bidder as the Principal Bidder.

In the event of Empanelled Bidders are unwilling or unable to supply the manpower, the Authority reserves the right to issue a Work Order for the manpower to other vendors to supply the manpower at the rates mentioned. In case of emergency/additional requirements, the Authority reserves the right to place orders to any of the Empanelled Bidders to supply manpower at the rates arrived at and declared in the revised list (on pro-rata basis).

The Authority reserves the right to withdraw the work awarded to any bidder at any stage and reassign it to other empanelled agency, based on periodic performance reviews. This decision may be taken if the performance of the bidder is found to be unsatisfactory or not in accordance with the terms and timelines of the contract, and no claims for compensation or damages shall be entertained in this regard.

## **6 Instructions to Bidders**

### **6.1 General instructions**

#### **6.1.1 Number of Proposals and respondents**

No Bidder shall submit more than one (1) Proposal, in response to this RFP.

The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.

A Bidder applying individually shall not be entitled to submit another Proposal.

#### **6.1.2 Proposal preparation cost**

The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

All papers submitted with the Proposal are neither returnable nor claimable.

#### **6.1.3 Right to accept and reject any or all the Proposals**

Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### **6.1.4 Clarifications**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.

Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

*“Queries/Request for Additional Information concerning RFP Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area”*

The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the Proposal Due Date PDD. The responses will be sent by e-mail.

The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 6.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **6.1.5 Amendment of the RFP**

At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **6.1.6 Data identification and collection**

It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority; and
- Made a complete and careful examination of the various aspects of the Scope of Work.

Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **6.2 Preparation and submission of Proposals**

### **6.2.1 Language and currency**

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

## **6.2.2 Proposal validity period and extension**

Proposals shall remain valid for a period of 180 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **6.2.3 Format and signing of Proposals**

The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **6.2.4 Deadline for submission**

E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

### **6.2.5 Late submission**

The server time indicated in the bid management window on the e-procurement website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

### **6.2.6 Withdrawal and resubmission of Proposal**

At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **6.2.7 Selection of the Bidder**

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

#### **6.2.8 Opening of Proposals**

Authority will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

The Authority will prepare minutes of e-bid/Proposal opening.

#### **6.2.9 Confidentiality**

NMC and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or

indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

NMC shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from NMC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

#### **6.2.10 Tests of responsiveness**

Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

#### **6.2.11 Clarifications sought by Authority**

To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **6.2.12 Proposal evaluation**

All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 5.2 of this RFP.

#### **6.2.13 Financial Proposal opening**

After the evaluation of eligibility criteria, the Authority shall prepare a list of prequalified Bidders for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

## **7 General Conditions of Contract**

### **7.1 General Provision**

#### **7.1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- b) "Authorized Representatives" shall have the meaning set forth in GCC Clause 7.1.5 ;
- c) "Bidder"(including the terms 'Selected Bidder' or 'Contractor' or 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendors' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract;
- d) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet;
- e) "Bill of Quantities" (including the term 'Price Schedule' or 'BOQ') means the priced and completed Bill of Quantities forming part of the Contract;
- f) "Client" (including the term 'Authority') means the Nashik Municipal Corporation; which awards a Contract to Consultant for providing consultancy services in the field of Architectural, Planning, Engineering Designs and Project Management services as may be defined in the consultancy contract.
- g) "Client Personnel" refers to the key professional staff, support staff, and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to Consultant
- h) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any;
- i) "Confidentiality" shall have the meaning set forth in GCC Clause 6.2.9;
- j) "Day" means a working day unless indicated otherwise.
- k) Effective date means the date on which this Contract comes into force and effect.
- l) Experts means collectively, Key Experts, Non-Key Experts, or any other personnel of Consultant, Sub-Consultant or JV member(s) assigned by consultant to perform the Services or any part thereof under the Contract.
- m) Key experts means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- n) "Dispute" shall have the meaning set forth in this RFP;
- o) "EMD" means Earnest Money Deposit submitted by the Bidder;
- p) "Government" means the Government of the Client's Country/State;

- q) "LOE" means Letter of Empanelment issued to the selected Bidders by the Client against an empanelment RFP;
- r) "LOA" means Letter of Award issued to the selected Bidder by the Client issuing directions to commence Services;
- s) "Liquidated Damages" shall have the meaning set forth in GCC Clause 7.1.10;
- t) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them;
- u) "Penalty" shall have the meaning set forth in GCC Clause 7.1.12;
- v) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the Bidder in the form prescribed for the due performance of the Contract;
- w) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof;
- x) "RFP" means the Request for Proposal in response to which the Bidder has submitted a proposal, towards fulfilling the procurement of a commodity, service, or valuable asset;
- y) "Scheduled Bank" means Banks specified in the RBI Act, 1932;
- z) "Services" means the work to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference and Service Level Benchmarks (SLBs) specified in the RFP;
- aa) "Work Order" means the written document issued by the Client subsequent to signing of Contract requesting delivery of specified Services/materials from the Bidder as per the Contract terms and conditions.

#### **7.1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and Consultant. Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### **7.1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **7.1.4 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **7.1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

#### **7.1.6 Taxes and Duties**

GST/other applicable taxes shall be as specified in the contract. The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed.

#### **7.1.7 Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- a) "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;
- b) "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a Contract;
- c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the Contract.

Measures to be taken:

The Client will terminate the Contract if the representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract and forfeit the Performance Bank Guarantee;

The Client will sanction the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time, the Client determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said Contract.

It is made clear that any Termination made under this clause shall not necessitate the Bidder to be put an advance notice and a mere communication in that regard by the Client would suffice.

#### **7.1.8 Limitation of Liability**

The Contract will require that the aggregate liability of the Bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder, or accident caused due to negligence of the Bidder, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

#### **7.1.9 Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure against:

- a) loss of or damage to any works and materials, including damages due to human-made disasters like fire, explosion, flooding, electrocution etc.
- b) loss of or damage to any equipment, property in connection with the Contract;

- c) personal injury or death of the employees/third party personnel;
- d) penalties and demands by labour regulatory Authority and any other regulatory authorities.
- e) For any accident/ mishappening that may occur onsite, the Client does not take any responsibility for insurance coverage.
- f) The successful tenderer shall take out necessary insurance Policy/ Policies to provide adequate insurance cover for execution of the awarded contract work from the “Directorate of Insurance, Maharashtra State Mumbai.” only postal address for correspondence is 264, MHADA, 1st floor, Opp. Kalanagar Bandra (east), Mumbai-400054. (Tel. No.– 6438690/6438746, Fax no.-6438461) within seven days from the date of work order, failure of which NMC is free to deduct 1% of contract value from first running bills of work against premium of Insurance policy which may please be noted.

#### **7.1.10 Liquidated Damages**

The Parties agree that in case the Services provided by the Bidder are found to be unsatisfactory, of inferior quality, not meeting Service Level Benchmarks (SLBs), uneconomical, or any other default with reference to the RFP conditions, or the same resulting in losses, monetary or otherwise, to the Client, which are difficult to quantify, Liquidated Damages shall be imposed on the Bidder. The Liquidated Damages shall be subject to a maximum of 10% (ten per cent) of the Agreement/Contract Value.

The Liquidated Damages shall be imposed and may inter alia recovered either by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without written notice to the Bidder in the event of breach of this Agreement or for recovery of Liquidated Damages specified herein. The Liquidated Damages are without prejudice to the right of the Client to impose Penalty or the right to recover any unliquidated damages suffered by the Client on account of any act or omission of the Bidder or its agents, representatives or employees, etc., which are not contemplated herein or others.

#### **7.1.11 Notices**

- Any communication required or permitted to be given, or made pursuant to this Contract shall be in writing in the English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person, through post, through a recognized courier, or through email to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this Contract.
- A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.
  - Locations

The services shall be performed at such locations as are specified within this Contract and, where the location of a particular task is not so specified, at such locations as may be agreed mutually by and between the parties.

▪ Performance Notice

At any time during the subsistence of this Contract, the Bidder may be required by the Client to perform any of its obligations under this Contract or to remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, by means of a written notice (also referred to as 'Performance Notice') within such time as may be stated therein and the Bidder shall, upon receipt of such notice, comply with the same within this time stipulated therein.

Issuance of a Performance Notice shall not be construed to be an extension of time to the Bidder for performing any of its obligations under this Contract or a waiver of Liquidated Damages or Penalty or any other right of the Client, unless specifically stated in such notice. In case of failure to perform the obligation required by the Performance Notice within the time stated therein, the Client may, in its discretion and without prejudice to its right to charge Liquidated Damages, impose a suitable Penalty for every such failure, as also to forfeit the Bank Guarantee so as to materialize the covenant enumerated in Clause.

**7.1.12 Penalty**

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case, including but not limited to the following Penalties:

Sr.No	Breach	Penalty
1	Manpower without uniform/PPE	₹500 per person
2	Less than 4 geotagged photos / every 2 hrs not maintained	₹100 per employee
3	Employees not present full time	₹500 per employee
4	Failure to submit summary of work area per employee	₹1,000 per day
5	Non-submission of GPS audit report from Government Tech Institute	₹1,000 per week
6	Unattested GPS test reports	₹5,000 per week
7	GPS inactive for more than 30 mins	₹100 per employee
8	GPS device not active on system	₹200 per device
9	Employee found outside assigned geofencing	₹500 per employee
10	No micro-planning submitted within 15 days of work order	₹10,000 per day

## **7.2 Commencement, Completion, Modification and Termination of Contract**

### **7.2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to Consultant instructing Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in this Contract have been met.

The Bidder shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

### **7.2.2 Expiration of Contract**

Unless terminated earlier pursuant to GCC Clause of the RFP hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

### **7.2.3 Modifications or Variations**

a) The Client shall have power to order the Bidder to do any or all of the following as considered necessary or advisable during the progress of the work.

- Increase or decrease of any item of work included in the Contract
- Omit any item of work in the Contract
- Change the character or quality or kind of any item of work in the Contract
- Change the levels, lines, positions and dimensions of any part of the work in the Contract
- Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of construction of any part of the work;
- Change the location of the works and
- Any other item as desired by the Client

b) The Bidder shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to them in writing by the Client and such alteration shall not vitiate or invalidate the Contract.

### **7.2.4 Quantities in the Contract**

The quantities set out in the Contract are estimated quantities. Payment shall be made for actual quantities delivered in accordance with the Work Orders issued by the Client subsequent to the signing of the Contract.

### **7.2.5 Force Majeure**

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components. Force Majeure does not include the events outside India.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of NMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify NMC in writing of such condition and the cause thereof. Unless otherwise directed by NMC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **7.2.6 Termination**

- a) The empanelled agency shall be subject to a probation period of 90 days from the date of commencement of services. During this period, the agency's performance will be closely monitored and evaluated by the Client. If the performance is found to be unsatisfactory or non-compliant with the terms and conditions of the contract, the Client reserves the right to terminate the agreement without any obligation or liability.
- b) In case Nashik Municipal Corporation is not satisfied with the services of the contractor due to not meeting the set targets/non-completion of the jobs assigned, and non-compliance of the terms and conditions and service level achievable of the contract, the contract shall be terminable by the appropriate Competent Authority without giving any notice and with or without assigning any reason and the decision of the Competent Authority in this regard shall be final. Non-timely completion of work assigned will lead to Nashik Municipal Corporation undertaking risk purchase at the risk and cost of the contractor.
- c) The Commissioner NMC shall be entitled to terminate the contract of this work.
- d) The security deposit kept by the contractor shall be forfeited by the NMC without prejudice to the NMC's right to recover from the contractor any amount that may be due and damages from the agency.
- e) The contractor shall have no claim of compensation to any loss sustained to him by reason of his having purchased or procured any material or entered into any commitments or made any advance on account of or with a view to the execution of the project of the performance of the contract and the Agency shall not be entitled to recover or be paid any sum for any work actually performed under the contract.
- f) The NMC shall determine the extent of amount, if any, is payable to the contractor for the value of the work executed by him up to the time of cancellation. This valuation shall be based on the Schedule of Payment mutually agreed at the time of Agreement.
- g) In the event of contractor failing to discharge his liability, the Commissioner, NMC has the right to initiate appropriate legal proceedings to recover such dues and damages.

#### **7.2.7 Service level Agreements**

<b>Sr.No</b>	<b>Instance Description</b>	<b>1st Instance</b>	<b>2nd Instance</b>	<b>3rd Instance</b>
1	Absenteeism of manpower without	₹1,000/person/shift + wage deduction	₹5,000/person/shift + wage deduction	₹10,000/person/shift + Contract

Sr.No	Instance Description	1st Instance	2nd Instance	3rd Instance
	replacement			Termination
2	Strike/agitation halts work	₹10,000 per hour	₹15,000 per hour	Contract Termination
3	GPS system closed or not working	₹1,000 per hour	₹5,000 per hour	₹10,000 per hour + Contract Termination
4	Unsatisfactory cleaning / black spots	₹1,000 per black spot	₹5,000 per black spot	₹10,000 per black spot + Contract Termination
5	Complaints Resolution (Online / Offline)	Minimum 98% complaints must be resolved within 24 Hours ₹1,000 / complaint	Minimum 98% complaints must be resolved within 24 Hours ₹3,000 / complaint	Minimum 98% complaints must be resolved within 24 Hours ₹10,000 / complaint + Contract Termination

### 7.2.8 Obligations of the Bidder

- Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with the stated Contract conditions, RFP Terms of Reference and Service Level Benchmarks (SLBs). The Bidder shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional standards, techniques and practices.

The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Client shall impose Liquidated Damages and/or Penalties for the shortfall in performance as per GCC Clause 7.1.10 and 7.1.12. Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

Workers/ manpower employed or engaged for carrying out the work are employees of contractor and not the employees of NMC thus they will not be absorbed in the NMC at any cost and also the contractor shall not claim them to be manpower of Nashik Municipal Corporation. At the same time NMC will not be under obligation to give the work to such workers.

### **7.2.9 Responsibility of the Bidder**

The Bidder should commence execution of Services in accordance with GCC Clause of the RFP and shall carry out the Services in accordance with the program submitted by the Bidder, as updated with the approval of the Client.

The work delivered shall be of high order and quality.

Notwithstanding anything mentioned in the RFP and Contract, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

The Contractor will execute and efficiently handle the work entrusted to him in accordance with the specifications correctly and efficiently.

### **7.2.10 Obligations under Labour Code**

The Bidder shall fulfil all obligations under all applicable labour codes and rules and shall indemnify the Client from any and all claims arising out of non-compliance of the aforementioned labour codes.

The Contractor must follow all labour laws especially minimum wages act. Contractor should at all times indemnify Nashik Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1939; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules etc. made there under from time to time. Nashik Municipal Corporation will not own any responsibility in this regard.

### **7.2.11 Accounting**

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

### **7.2.12 Obligations of the Client**

- Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

- Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

### **7.2.13 Security Deposit**

Apart from the PSD an amount equivalent to 5% of running bill shall be deducted as security deposit. It will not carry any interest. The whole Security Deposit shall be forfeited in the case of serious default by the contractor.

### **7.2.14 Inspection**

The NMC reserves the right to carry out inspection, as and when required of the various locations where work is in progress, without intimating the contractor. Any short comings found during inspection shall

have to be attended immediately by the contractor or his supervisor. However, continuous short comings shall invite the penalties to the contractor. The penalties imposed on the contractor, shall be recovered from the monthly bill, PG or other deposit. The NMC reserves the right to treat continuous short comings as "Deficiency of Service" and terminate the Contract with immediate effect. All materials of standard quality shall be utilized for this project.

#### **7.2.15 Payments to the Bidder**

- Professional fee and Payments

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

- Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule agreed as part of the contract. The Payment shall be inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services.

#### **7.2.16 Payment to labours**

The contractor has to make E-Payment of all his labours on or before 7<sup>th</sup> of every month. After that contractor has to submit R.A.Bill till 10<sup>th</sup> of every month along with proof of E-payment, EPF, ESIC, Professional Tax, Government and private insurance copy, salary slip, etc. NMC will release the payment after that.

The contractor shall transfer wages to all deployed labourers directly into their respective bank accounts through electronic payment methods such as RTGS, NEFT, or equivalent.

Wage payments must be made on or before the 7<sup>th</sup> of every month. Failure to comply will attract a penalty of 0.25% per day on the *unpaid wage amount* for each delayed day. For example, if wages are paid on the 8<sup>th</sup> day, a penalty of 0.25% of the unpaid amount will apply; if paid on the 9<sup>th</sup> day, the penalty will be 0.50%, and so on.

Note:

- The penalty will be calculated only on the unpaid portion of wages, not on the total monthly bill.
- For instance, if out of 228 workers, wages are paid on time to 138 workers, but 50 are paid on the 8<sup>th</sup> and 40 on the 9<sup>th</sup>, the penalty shall be 0.25% on the wages of 50 workers and 0.50% on the wages of 40 workers.
- This deadline applies irrespective of public holidays. If the 7<sup>th</sup> falls on a holiday, no extension will be granted.
- Monthly salary slips must be provided to all workers.

In addition to the above, Nashik Municipal Corporation (NMC) reserves the right to impose further penalties for breach of contract terms, non-compliance, or unsatisfactory performance by the contractor.

### **7.2.17 Good Faith and Indemnity**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

The successful bidder is solely liable to fully indemnify and keep the NMC indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the NMC on accounts of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various central labour and employment acts and other relevant acts as amended from time to time. The NMC shall be vested with sole discretion to determine damages/loss suffered on account of above firm, the dues payable from PSD or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

The contractor shall submit an Indemnity Bond (as per the Form 6) executed on a stamp paper of Rs. 500/- indemnifying NMC against all the statutory requirements of the labour department.

### **7.2.18 For Losses and Damages Caused by Bidder**

The agency shall indemnify and keep harmless the Client, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Client because of any act or omission or default or negligence or trespass of the Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services.

The agency shall be responsible to compensate the manpower engaged by him in case of any accident.

The agency shall be responsible for any damage occurring to the Govt, /corporations' property, general public, in case the cause is attributed to the workers employed by agency.

### **7.2.19 Settlement of Disputes**

- This Contract shall be governed by, and construed in accordance with, the laws of India.
- If any dispute or difference or claims of any kind arises between the NMC and the contractor in connection with, construction, interpretation or application of any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the rights, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together promptly, at the request of other party, in an effort to resolve such dispute, difference or claim by discussion between them. No third-party intervention other than that of the court of law is allowed.

- **No Arbitration Jurisdiction to settle the dispute:**

There is no intention of referring dispute (if any) to the Arbitration. Any dispute arise out of the contract of the said work shall be referred to the Court of Law at Nashik only. It is made specific here that in no case the matter shall be referred to any Arbitration or conciliation or any other form of ADR. The dispute (if any) shall be subjected to Nashik Jurisdiction only.

- **Jurisdiction**

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Nashik, Maharashtra. The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Nashik, Maharashtra. Courts located in Nashik shall have exclusive jurisdiction to settle dispute arising under this agreement.

### 7.2.20 Price Escalation

Service Period	Escalation	Rate
Year 1	Nil	T1 = Rate quoted by bidder in financial bid
Year 2	2 %	T2 = T1 X 2%
Year 3	2 %	T3 = T2 X 2%
If extended per year	2 %	T4 = T3 X 2%

2% Escalation is applicable only for Overhead charges + Any other Expenses. (Excluding Minimum Wages Expenses)

### 7.2.21 Current Estimated Rate Analysis

Sr. No	Details	Per Sweeper per day Expense Rs.
(1)	(2)	(3)
<b>A</b>	For employee to provide company services minimum wages and miscellaneous allowances according to the rate, the sweeper rate	1) Basic pay = Rs. 11500/-
		2) DA = Rs. 9100/-
		3) Total = Rs. 20600/-
		4) HRA 5% on (3) = Rs. 1030 /-
		5) E.S.I.C 3.5% on (3+4) (ceiling 21000/- as per circular No. X-14/11/1/2015-P&D, dated- 27/12/2016) = 0/-
		6) E.P.F 13% (ceiling rs.15000/-) on (3) = Rs. 1800/-
		7) Bonus 8.33% (1+2) = Rs. 1716/-
		8) Per Sweeper per Month = Rs. 25146/-
		9) Per Sweeper per Day (8/26) = Rs. 967.15/-
	<b>Total "A"</b>	10) 875 Sweepers per Day (967.15 X 875 sweepers) = Rs. 8,46,256/-

### **7.2.22 Agency's Role and Responsibilities**

1. The agency to abide by Maharashtra Municipal Corporation Act (former BPMC Act 1949) Provisions related to sanitation and other applicable provisions.
2. The agency shall ensure that none of his cleaning staff indulges in any activity deemed illegal or unlawful, during the work hours.
3. It is the responsibility of the agency to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
4. The agency shall submit the contract agreement on a stamp paper as per the Bombay Stamp Act 1958 in a prescribed form duly signed. The contractor shall comply with all the requirements of labour laws.
5. Any other relevant necessary instructions issued by NMC Officials in regard to services are to be complied by the agency.
6. Agency must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Nashik Municipal Corporation after proper character verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action of against any person at work etc, at its sole costs, risks and responsibilities.
7. As per Govt. Res. No. CAT/2018/Pra.Kra-127/EMA-2 date 28/11/2018 it is compulsory to the bidders to submit an affidavit in the format given in tender regarding the truthfulness of the documents attached along with tender on the Stamp Paper of Rs.500/-. The responsibility of the false, fraudulent or fake paper/information if any found after opening of tender lies with the bidders only and none of the officer employee is responsible for that. The sole responsibility lies with bidders only. After opening technical bid of the 'e' tender, if any documents found fake, bidder will be disqualified, and if the bidder is a registered contractor, notice will be issued to the bidder giving him opportunity for clarification. If clarification found unsatisfactory the proposal for black listing of the said bidder will be submitted to component authority, if the bidder is un-registered, the action will be taken as per procedure mentioned in Indian penal code.
8. Contractor shall provide all his workers with retroreflective or radium fitted belts which shall make them easily identifiable in the crowd, as the person responsible for performing sweeping, garbage lifting and related work. Further the contractor shall provide mask to all his workers which shall cover their nose and mouth. The contractor shall also provide gumboots & raincoats wherever necessary to all those workers.
9. The Contractor shall provide well trained, disciplined, honest & sincere work force, which shall be maintained throughout contract period. The Contractor shall make a site visit and satisfy himself regarding requirements of work. No Child labour allowed.
10. Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/unfair activities etc, during performance of his/her duty. It shall indemnify Nashik Municipal Corporation in all respects under this contract.
11. Contractor's employees shall perform their duties at the allotted premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
12. Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the allotted premises on account of acts of omission and commission by the staff deployed by him.
13. The contractor himself has to make necessary arrangements of stay / food / security / transportation etc, of labours at work site at his own cost.
14. At present GST is not applicable for such work but in future as per government notification if it becomes applicable, the bidder has to pay the GST and Nashik Municipal Corporation will pay it to the bidder.

15. The bidder will have to continue and extend the work after the 3 years period of work order if required to do in any situation as per orders.
16. Police verification of employees should be done within one month of work order and will be submitted to Director, Solid Waste Management Department, NMC.

**17. Logistics to be provided**

<b>Particulars</b>	<b>Requirement</b>
Broom	2 Per Month / per Employee
Gloves	Per six months / per Employee
Mask	Per six months / per Employee
Gumboot	Per Year / per Employee
Uniform	Per Year / per Employee
Raincoat	Per Year / per Employee
Lime Powder	100 Kg per day
Phenyl	100 Ltrs per day
Shovels	Per Year / per Employee
Ghamela	Per Year / per Employee

**7.2.23 Warranty of Goods**

All the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

**7.2.24 Clients roles and responsibilities**

1. The Client shall provide full information regarding the requirements for the Project.
2. The Client shall establish and update an overall budget for the Project. This will include the construction cost, other costs of the Client and reasonable contingencies related to all these costs.
3. The Client shall designate representatives authorised to act on the Client's behalf with respect to the Project. The Client or the authorised representative shall render decisions in a timely manner, regarding documents submitted by consultant so that unreasonable delay is avoided in the sequential and orderly progress of work.
4. The Client shall furnish to consultant complete information regarding the Project site as may be necessary for consultant to perform its services. This shall include information about building rules and regulations which are in force and applicable to the Project.
5. In case of delayed development permission from local authorities to start the construction, the Client may take necessary decision.
6. The Client shall give prompt written notice to consultant, if the Client becomes aware of any fault or defect in the Project or non-conformance with the Contract documents.

## 8 Annexure A: E-Tender Check List

DETAILED E-TENDER NOTICE No. /2025-26

Sr.No	Certificate/Required documents	Uploaded or not
1)	Receipt of online EMD submission.	
2)	Labour Contract License of current work under Contract Labour Act 1970.	
3)	PF Registration Certificate.	
4)	ESIC Registration Certificate.	
5)	30% Solvency of tender estimated cost i.e. 31.20 crores. Solvency certificate issued by any nationalized bank.	
6)	A) The bidder must have experience of minimum 3 years in the last 7 years of satisfactorily completing or executing works of Manual roads and streets sweeping and cleaning, the executed value of works should not be less than:- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; / OR 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; / OR 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.	
7)	B) The Agency should have successfully executed the work for minimum 3 years in last 7 years of manual sweeping and cleaning of roads and Streets, by cumulatively deploying minimum 875 sweepers in any Municipal Corporation. /The satisfactory work certificate should be issued by an officer not below the rank of Executive.	
8)	Audited balance sheet of last three financial years i.e. 2022-2023,2023-2024,2024-2025.proving average turnoverof three years of Rs.31.20 Cr.	
9)	GST registration certificate.	
10)	Photocopy of Pan Card of the bidder.	
11)	Annexure (as per mentioned)	

Signature of Bidder:

**Annexure B: Affidavit**

Sir,

Sub:

Authority:

I, the undersigned hereby state that in the event of any unusual act / incidents / accidents caused by the labourers / employees working for M/s ..... I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking you,

Yours faithfully,

Signature:

Name & Seal:

**Annexure C: Affidavit II**

I.....age.....address.....  
.....(Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm ...../ authorized signatory and I am submitting the documents in Technical bid for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false/fraudulent paper/information submitted in technical bid.
2. I am liable for action under India Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper is found false / fraudulent during contract period and even after the completion of contract (finalization of final bill)

(Signature and Stamp of Bidder)

**Annexure D: Acceptance of the terms and conditions by the tenderer**

1. I / We have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. I / We have understood clearly that this is a Service contract involving the elements of labour, materials, tools etc., for which I am / We are required to quote all inclusive rate for the entire activities of work as specified.
3. As a contractor, I / We have understood clearly of our sole responsibility to faithfully comply with all the, requirements of labour laws including the Minimum wages Act, Contract labour (Regulation and Abolition) Act, workmen compensation Act, ESI Act, PF Act, Sales Tax and Taxation Acts and others as applicable from time to time and the Nashik Municipal Corporation shall not in any way be held responsible for any failure or violation on our part.
4. I / We have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me / us under the contract promptly in due time and rates irrespective of whether Nashik Municipal corporation has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than minimum wages prescribed and are in force at the relevant period.

Signed by the Authorized signatory

## **Annexure E: Affidavit for Procurement of Labour Licence from Labour Department of Govt. of Maharashtra**

(To be furnished on the non-judicial stamp paper of appropriate value and duly notarized)

Name of Work: Service of sweeping and cleaning of roads, Public and Community toilets Riverbank, Auditoriums and NMC school Toilets in NMC area. I, the undersigned, do here by agree to-

- Procure the labour license from the labour department of govt. of Maharashtra and shall not claim any additional expenses for the same.
- The contract agreement between the agency and the client will not be signed until the labour license is procured as mentioned in the RFP document.
- On failure to procure the valid labour license the authority reserves the right to take the necessary actions.

Signed by the Authorized signatory

Title of the Office

Name of the firm

Date:

**Annexure F: Declaration of the Contractor**

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Authorities or his duly authorized representative during execution of the work and to abide by the decision.

Signature of the Bidder with seal

## **Annexure G: Standard Forms**

### **▪ FORM 1: Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam,

We, the undersigned, offer to provide **Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area** in response to your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes a Financial Proposal as well.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

▪ **FORM 2: Financial capacity of the Bidder**

#	Financial Year	Annual Turnover (in INR)	Net Profit (in INR)
1.			
2.			
3.			
4.			
5.			

*Note: Attach audited financial statements as proof of the above figures.*

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

▪ **FORM 3A: Eligibility assignments of the Bidder**

**List of Projects**

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. crore)
1.			
2.			
3.			
4.			
5.			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

▪ **FORM 3B: Eligible Project Details**

Sr. No.	Description	Contract details				
		1	2	3	4	5
1.	Name of Employer					
2.	Location and description of works					
3.	Value of contract					
4.	Period of Contract					
5.	Date of work order					
6.	Status of work  (Completed or in progress)					

(Additional columns may be added to accommodate experience details)

**Notes:**

- Attested copies of the latest certificate from the employers may be attached.
- Please note that it is important to submit a copy of certificate/document proving the minimum prescribed qualifying criteria as mentioned in tender document. One such acceptable format is mentioned below.

**- C E R T I F I C A T E -**

This is to certify that, Ms..... has provided ..... labours in ..... department for the work of ..... for a period of ..... to .....

The work of the agency is found satisfactory.

Signature & seal of concerned gazetted officer

▪ **FORM 4: Declaration for not being blacklisted**

**Declaration Letter for “Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area”**

(To be printed on Rs.500 stamp paper)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area. We also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted / barred by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

▪ **FORM 5: Financial Proposal**

*(The bidder must submit this form on their letter head duly signed and stamped without actual financial quote and the financial quote must be submitted in the excel format uploaded on the E-Tender portal.)*

*(Date)*

To: *(Name and address of Client)*

**Subject: Financial proposal**

**Reference:** Request for Proposal for Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area.

Dear Sir,

We have read and examined the RFP document dated XX/MM/YYYY complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our financial quote for the provision of services as per the conditions of the RFP is uploaded on the Portal.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Client is not bound to accept any proposal that is received.

---

Signature and Name of the Authorised Person

---

**NAME OF THE BIDDER AND SEAL**

**Financial quote (to be uploaded separately on Portal)**

Date: .....

To,

Deputy Commissioner,

Solid Waste Management Department,

Nashik Municipal Corporation (NMC), Nashik - 422002

Dear Sir,

In reference to the Request for Proposal for Empanelment of Agencies for Manpower Outsourcing Services for Sweeping and Cleaning of Roads, Public and Community Toilets, Riverbank, Auditoriums and NMC School Toilets in NMC area on Fixed Remuneration basis for NMC. In terms of the above-mentioned RFP document, we submit herewith the Financial Bid (fees) for the assignment of on boarding agency for Manpower Services for NMC.

Sr. No	Details	Per Day Expenses
<b>A</b>	As per current estimated rate analysis for employee to provide company services minimum wages and miscellaneous allowances according to per month rate for 875 sweepers per day.	875 Sweepers per Day (967.15 X 875 sweepers) = Rs. 8,46,256/-
<b>B</b>	<b>Service Charges (%)</b>  (The Service Charges quoted in percentage shall not be less than the 3.85% and shall not exceed 7% (Ministry of Finance Office Memorandum dated 06/01/2023))	<b>To be Quoted in %</b>
<b>C</b>	<b>Overhead Charges (Logistics + GPS System+ Any other Expenses)</b> (The Overhead Charges quoted in percentage shall not be less than the 3.50%)	<b>To be Quoted in %</b>

In Part "A" Government rates regarding minimum wages, DA, HRA as well as PF, ESIC, etc. the rates change from time to time. As per the rate or rules which may change from time to time, the required amount to be paid or to be reduced by the Nashik Municipal Corporation to the bidder accordingly from time to time till the complete period of work.

I/We have carefully studied the scope of work, terms & conditions and also inspected the work sites.

On the Basis of that I/We hereby undertake to execute the mentioned work/service in the tender documentation..

Signature of Bidder: -

▪ **FORM6:Indemnity Bond**

This indemnity bond is executed on -----day of-----in favour of Commissioner, Nashik municipal corporation , Rajiv Gandhi Bhavan, Nashik 422002, by -----represented herein by its-----shri-----s/o-----aged about----years and residing at ----- Whereas the contractor has submitted their offer on-----for the said work and NMC awarded contract to contractor on-----vide----- And whereas the contractor has agreed to execute indemnity bind,

NOW THE INDEMNITY WITNESSTH AS FOLLOWS WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and NMC has agreed on same

NOW THE INDEMNITY WITNESSTH AS FOLLOWS. WHEREAS the contractor indemnifies that in respect of the payment made to the labours engaged by him and the NMC has agreed on the same but subject to keep the NMC fully indemnified at all times against any claims, decree, notice, loss or liability, costs, action or proceedings which may arise against the NMC at the instance of the authority under the act of any person or persons of the company making payment to the contractor.

WHEREAS the contractor further indemnifies that NMC that he shall make good any dues claim etc., in respect of labour engaged by him towards provident fund in the contract works No. ----- executed by him on receipt of the demand in writing from the company without any demur.

WHEREAS the contractor indemnifies for claims on all injury to person, animal or things or damages to property which may arise from the operation or neglect or omission of himself or any nominated subcontractor or any employee/s or any other cause whatsoever in any way connected with the carrying out of his contract.

WHEREAS the contractor indemnifies the NMC for any claims from any other agency / statutory bodies which may arise due to the operation or neglect, or omission of that agency involved in carrying out of this contract in whatsoever manner to the person/s or property of NMC even though the contractor has taken utmost precaution against accident or injury.

WHEREAS the contractor indemnifies the NMC for any claims from any other agency / statutory bodies which may arise due to the statutory requirement of all Acts and enactments pertaining to the Labour Laws enforcing maintenance of all records, payments of fees for obtaining Licenses etc., all as per the Terms & conditions laid in the Tender document.

WHEREAS the contractor further indemnifies for claims on payment of all wages or other money of his worker/s or employees under the payment of wages Act 1963 or employers' liability Act 1933, workmen compensation Act, ESI act or any other Act or enactment relating thereto and rules framed there under from time to time.

WHEREAS the contractor indemnifies for the insurance policy coverage for any damage, the ft, burglary including force majeure damage due to fire, riot, civil war, etc.

WHEREAS that the liability of the contractor under the bond shall not be altered, modified or nullified by any change in the Constitution of either the NMC or the contractor and that the decision of the NMC in respect of any claim shall be final and binding on the contractor.

In Witness where of the contractor has executed these present the day month and year above mentioned.

Witnesses contractor

- 1.
- 2.

NOTARY

- 1.
- 2.

The tenderer shall submit affidavit in the prescribe format as mentioned below on non-judicial stamp paper of value Rs.500/- for the conduct and credibility of the labours engaged by the contractor for the said work towards Nashik Municipal Corporation.

▪ **FORM 7: Pre-bid queries format**

S.No	Page/Clause No.	Clause mentioned in RFP	Clarification/Queries/Suggestions by Bidders

**Note:**

1. Bidders shall submit their pre-bid queries in the above given template only.

▪ **FORM 8: History of Litigations**

Applicant should provide information on any history of litigation or arbitration resulting from contracts in last ten year or currently under execution.

Year	Award for / or Against applicant	Name of Client, cause of Litigation and matter of dispute	Disputed amount in Rupees

**Note:**

If the information to be furnished in this schedule is not given and come to the knowledge of NMC subsequently it will result in disqualification of the bidder.

Signature of Bidder with seal

## Annexure H: Service Areas Location

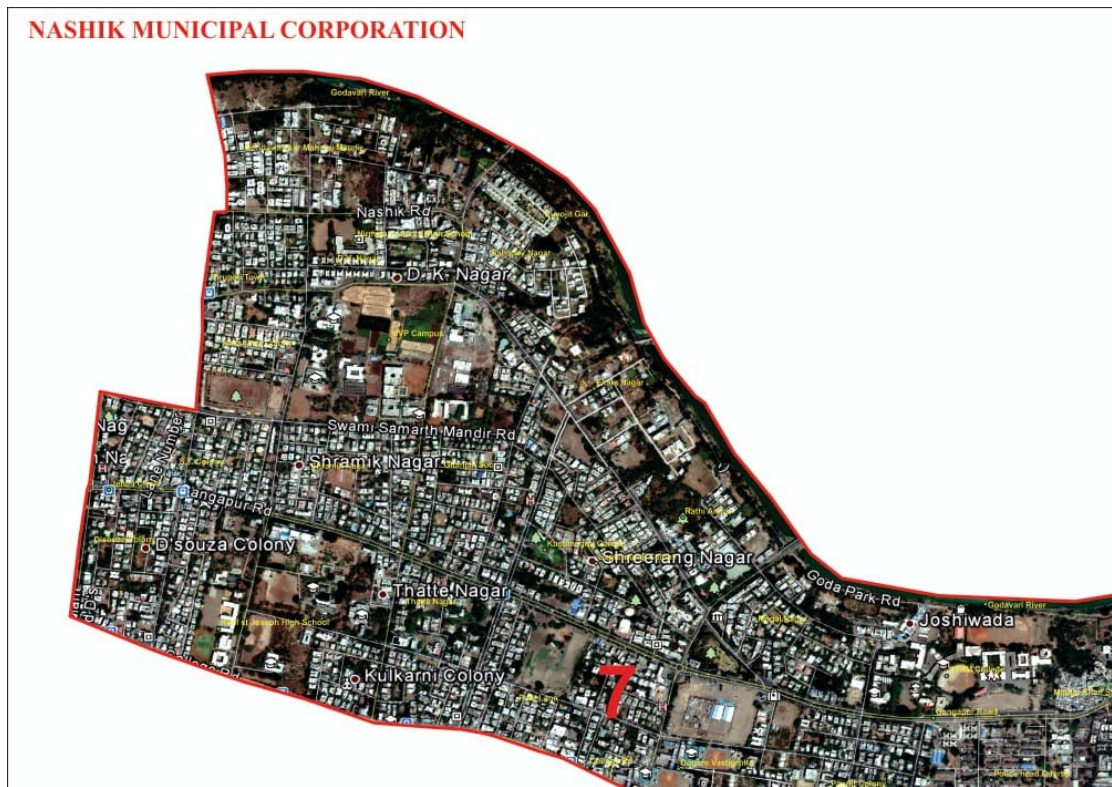


Figure 1: Ward No. 7

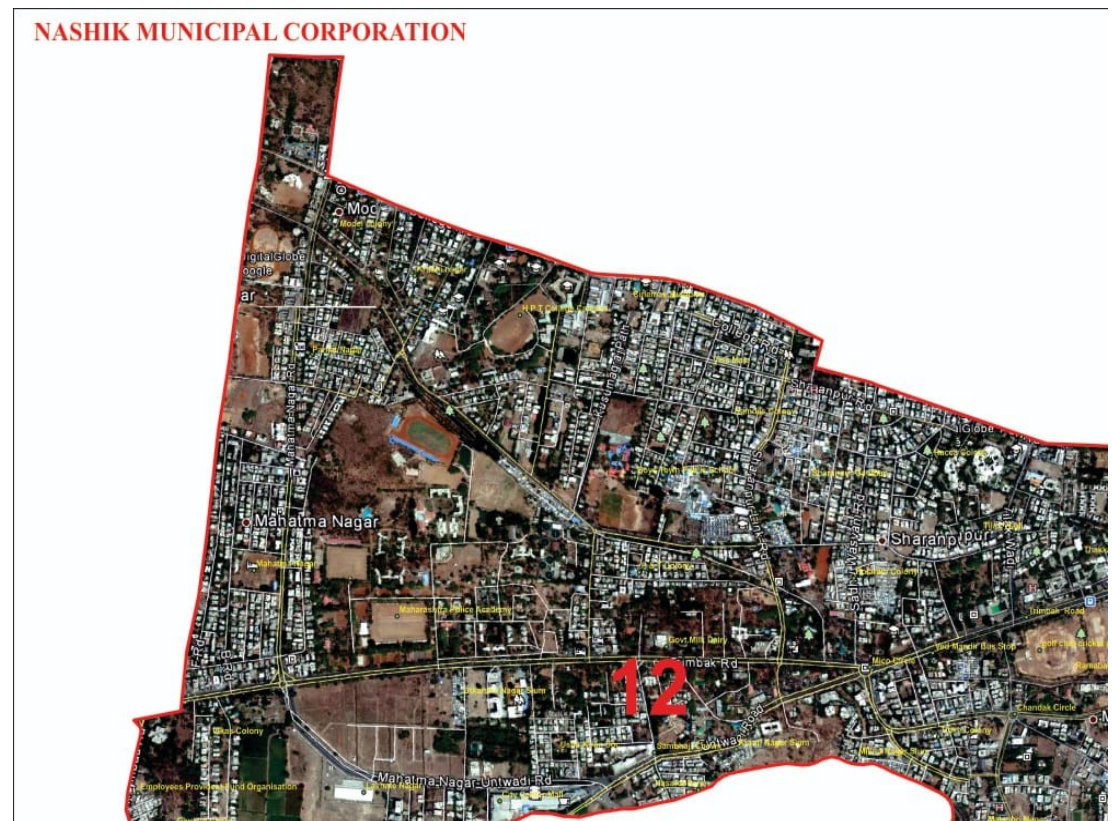


Figure 2: Ward No 12



**NASHIK MUNICIPAL CORPORATION**



Figure 5: Ward No.15

**NASHIK MUNICIPAL CORPORATION**

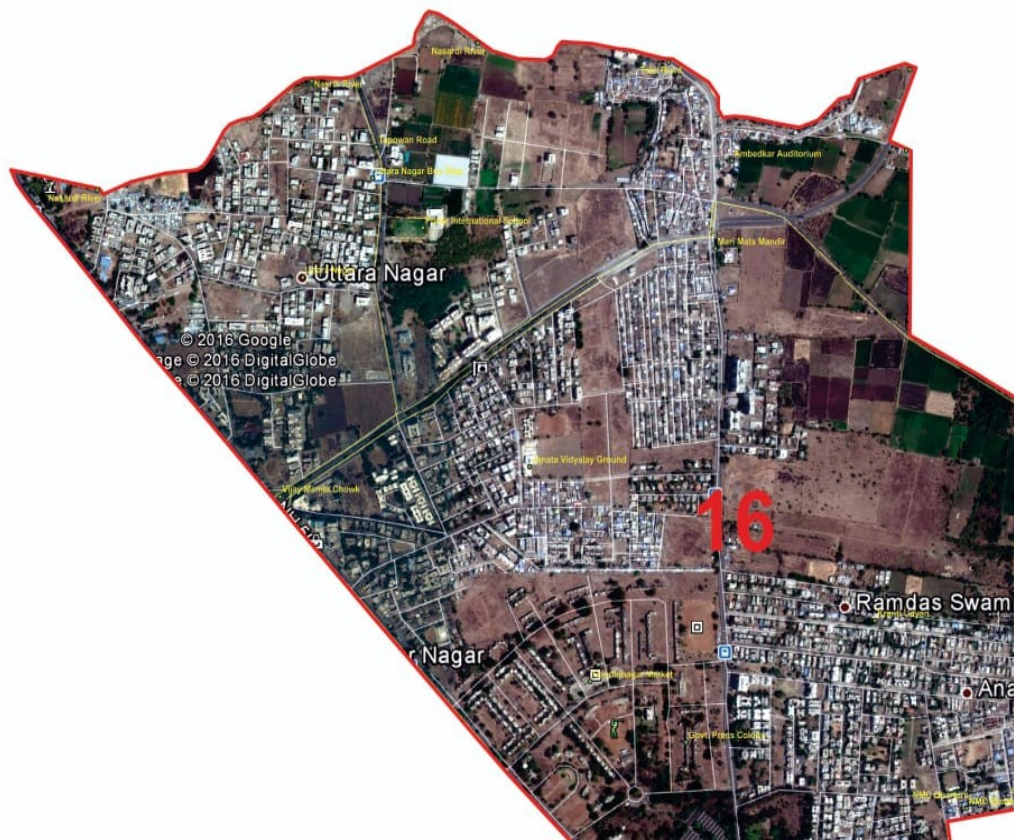


Figure 6: Ward No.16

