



**REQUEST FOR BID  
(Open E - Tender)**

**Selection of HR agency to provide Human Resources on outsourcing basis to  
State Water and Sanitation Mission (SWSM), Government of Maharashtra**

**Tender Ref No.: WSSD/SWSM/JJM-SBM/HR/10/2021**

**Date: 4<sup>th</sup> August 2021**

**Issued by:  
Mission Director  
Jal Jeevan Mission  
State Water and Sanitation Mission (SWSM)  
1<sup>st</sup> Floor, CIDCO Bhawan, CBD Belapur (South Wing)  
Navi Mumbai – 400 614  
Tel: 022-27562546/27562363**

## CONTENTS

Sr. No.	Content	Page No
I	Disclaimer	4-5
II	Background Information	6-7
III	Objective of Assignment:	7
1	Invitation of Bid	8
1.1	Key Events and Dates	8
1.2	Other Important Information related to Bid	9
2	Instructions to Agencies	10
2.1	General Information and Guidelines	10
2.1	Consortium Conditions	10
2.3	Tender Fees	10
2.4	Earnest Money Deposit (EMD)	10-11
2.5	Contact Details	11
2.6	Pre-Bid Meeting	11
2.7	Corrigendum / Amendment to the Tender	11
2.8	Bid Preparation Cost	11
2.9	Right to Termination	12
3.	Bid Submission Instructions	12
3.1	Online Bid Submission	12
3.2	Eligibility Criteria	12
3.3	Technical Bid (Envelop - A): Documents to be uploaded	13
3.4	Financial Bid (Envelop - B	14
3.5	Validity of Bid	14
3.6	Corrections / errors in Financial Bid	14
3.7	Language	14
3.8	Conditions under which Tender is issued	14
3.9	Right to the content of Bids-	15
3.10	Non-Conforming Bid	15
3.11	Disqualification	15
3.12	Acknowledgement of Understanding	16
3.13.	Mode of Selection	16
4.	Bid opening and Evaluation process	16
4.1	Bid Opening	16
4.2	Opening of Envelop – A (Technical Bid)	16
4.3	Evaluation of Technical Bid	16
4.4	Opening of Envelop - B (Financial Bid)	18
5.0	Award Criteria	18
6.0	Right to accept any Bid and to reject any or all Bids	18
7.0	Notification of Award	18
8.0	Signing of Contract	18
9.0	Failure to agree with Terms and Conditions of this Tender	19
10.0	Performance Security	19
11.0	Details of Scope of services	19

<b>Sr. No.</b>	<b>Content</b>	<b>Page No</b>
12.0	Details of Human Resources requirement	19
13.0	Details of the Key expert :	20
14.0	Subletting	20
5.1	Annexure-A Scope of Service	21-26
5.2	Annexure -B Details of Human resources requirement	27-35
	Various Forms	
Form 1	Tender Acceptance Letter	37
Form 2	Agencies Information	38
Form 3	Performance Statement	39
Form 4	Performa for Experience Certificate	40
Form 5	Turnover certificate	41
Form 6	Details of Professional human resources available with agency	42
Form 7	Curriculum Vitae (CV)of Key Experts	43-44
Form 8	Declaration	45
Form 9	Pre-bid queries	46
	financial bid in BOQ format	47
	Draft Contract Document	48-65

## **I) Disclaimer :-**

a) Mission Director, Jal Jeean Mission, State Water and Sanitation Mission (SWSM) Maharashtra hereinafter referred to as “ Tender Inviting Authority (TIA) ” has issued this Notice Inviting Tender (hereinafter referred to as the Tender Document) for **Selection of HR agency to provide Human Resources on outsourcing basis to SWSM .**

b) This tender document has been prepared with intent to invite prospective applicants/agencies and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the agency(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information agencies may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each agency.

c) TIA has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested agencies are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each agency may require.

d) This tender is not an agreement by or between the TIA and the prospective agencies or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each agency is advised to consider this document as per his understanding and capacity. The agencies are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The agencies are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.

e) No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The agency shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.

f) This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected agency, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

g) The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.

h) The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of agency for participation in the bidding process) towards any Applicant or agency or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

i) The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any agency upon the statement contained in this tender document.

j) Interested agencies, after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.

k) All eligible agencies need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

## **II) Background Information**

### **a) State Water and Sanitation Mission (SWSM):**

The State Water and Sanitation Mission (SWSM) is registered under societies Act 1860, in the year 2010, for coordination, convergence, and policy guidance at the State level for water supply schemes. The SWSM registered as a Society and undertake the Jal Jeevan Mission and Swachh Bharat Mission (Grameen) - in the rural part of Maharashtra.

### **b) Jal Jeevan Mission:**

In this backdrop, Jal Jeevan Mission (JJM) has been launched in partnership with states, to enable every household in villages to have Functional Household Tap Connection (FHTC) till 2024. It is envisaged that with FHTC, each household will have potable water supply in adequate quantity of prescribed quality on regular and long-term basis. To implement the mission, institutional arrangements at various levels have been made and State's PHE/RWS Departments are to play a critical role. They have to help Gram Panchayat and/ or its subcommittee to plan, implement, manage, operate, and maintain its in-village water supply systems. A sense of ownership has to be installed in the village community as they are at the centre of this mission.

### **c) Swachh Bharat Mission (Grameen)**

The Government has recently launched SBM (G) II for sustaining gains of first phase of the programme. Effective solid and liquid waste management (SLWM) is an important component of SBM(G) - II which focuses on four key areas - management of solid waste including plastic wastes, bio-degradable solid wastes (including animal wastes), grey water management, and faecal sludge management. The program envisages creating awareness regarding the concept of 3Rs (reduce, reuse and recycle) amongst the rural population, encouragement for implementing GOBAR-dhan schemes, promoting development of revenue generation models based on SLWM and skill development of the rural population through co-ordination with NDSC, development of faecal sludge management capabilities through coordination of new units

## **III) Objective of Assignment:**

To select HR agency to provide various category professionals and support staff on outsourcing basis (Management of Human Resources) to SWSM as per details given under scope of services to be deployed at State office ,CBD Belapur,Navi Mumbai .

## 1. Invitation of Bid

The Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission (SWSM) invite online bids through e-Tender portal (<https://mahatenders.gov.in>) from eligible agency for Selection of HR agency to provide Human Resources on outsourcing basis to SWSM. The selection of agency will be based on Least Cost Selection (LCS). The agencies are advised to study this tender document and visit site before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document and the actual site survey with full understanding of its terms, conditions and implications.

- a) The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and EMD.
- b) The agencies who wish to participate in this bidding process must register on-<https://mahatenders.gov.in>
- c) A Two (2) envelope selection procedure shall be adopted.
- d) The agency's (authorized signatory) shall submit their offer online in electronic formats for Technical and Financial bids. The tender document fees and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.
- e) The TIA will not be responsible for any delay or error in online submission due to any reason. For this, agencies are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the agencies may contact the helpdesk given on <https://mahatenders.gov.in>
- f) The agencies are also advised to refer "Agencies Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

### 1.1 Key Events and Dates:

Sr No	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: 4/8/2021      Time: 16.00 Hrs
2.	Last date & Time for sending requests for clarifications	Date: 11/8/2021      Time: 17.00 Hrs
3.	Pre-bid meeting date and Place	Date: 12/8/2021      Time: 11.30 Hrs State Water and Sanitation Mission 1 <sup>st</sup> Floor, CIDCO Bhawan, CBD Belapur (South Wing), Navi Mumbai - 400 614
4.	Last date & time for downloading the Tender document	Date: 30/8/2021      Time: 15.00 Hrs
5.	Last Date (deadline) & Time for submission of bids	Date: 30/8/2021      Time: 15.00 Hrs
6.	Date and Time for Opening of Technical Bids	Date: 31/8/2021      Time: 15.00 Hrs
7.	Date and Time for Opening of Financial Bids	Will be published on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>

**Note:** - Agencies are requested to frequently visit <https://mahatenders.gov.in> to see any change in scheduled dates and for any other changes made in the bidding document through corrigendum, MOM of pre-bid meeting etc. If there is any difference between date mentioned

in tender document and date mentioned on <https://mahatenders.gov.in> , in such case date mentioned on <https://mahatenders.gov.in> is final.

### 1.2 Other Important Information related to Bid

Sr No	Information	Details
1.	Tender Fee	Rs. 10,000/- + Rs. 1800 (18% GST)= Rs. 11800 payable via online payment gateway available on online e-tendering portal.
2.	Earnest Money Deposit (EMD)	Rs. 2,50,000/- (Rupees Two Lakhs fifty thousand only) to be paid online on the e-tendering portal at the time of submission of the tender. Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to Mission Director , State Water and Sanitation Mission 1st Floor, CIDCO Bhawan, CBD Belapur (South Wing), Navi Mumbai – 400 614 within 4 days from the date of opening of the technical bids failing which the bid shall be summarily rejected. Exemption is available for the MSEs registered under MSME /NSIC and having valid registration certificate and upon submission of bid security declaration.
3.	Bid Validity Period	120 days from the date of opening of the technical bid
4.	Performance Security	3% of the one year contract value
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft by the selected agency	Within One week from the date of award of contract notification. The Performance Security shall be valid for 30 days after the completion of contract period.
6.	Last date for signing the contract	As intimated in notification of award of contract by the <i>Tender Inviting Authority</i>

**Mission Director  
Jal Jeevan Mission  
State Water and Sanitation Mission (SWSM)  
Water Supply and Sanitation Department  
Government of Maharashtra**



## 2. Instructions to Bidder

This section includes all the important information required to bid for this project.

### 2.1 General Information and Guidelines

- a) The TIA invites bids from eligible agencies as per the Scope and Technical Criteria mentioned in this tender document.
- b) Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue up to two years which may be extended as per the need and on the performance of the agency.
- c) The TIA reserves the right to extend the term on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
- d) All information supplied by the agencies may be treated as contractually binding on the agencies, on the successful award of the assignment by the TIA on the basis of this tender document.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred agency status by the TIA shall not give rise to any enforceable rights by the agency. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- f) This tender document supersedes and replaces any previous public documentation & communications, and the agencies should place no reliance on such communications.
- g) All figures of costs, project values and others should be mentioned in Indian Rupees only.
- h) No agency shall submit more than *one Bid* for this tender.

### 2.2 Consortium Conditions: Not Applicable.

### 2.3 Tender Fees

The agencies are requested to pay Tender fees as mentioned in the clause 1.2 through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable.

### 2.4 Earnest Money Deposit (EMD)

The agencies are requested to deposit the EMD as mentioned in the clause 1.2 through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution or in the form of Bank Guarantee. Exemption is available for the MSEs registered under MSME /NSIC and having valid registration certificate and upon submission of bid security declaration.

- a) No interest will be payable to the agency on the amount of the EMD.
- b) The EMD should be valid for 120 days from the date of technical bid opening.
- c) The bids submitted by agencies without the prescribed EMD, will be rejected.
- d) The Unselected agency's EMD will be returned within 90 days from the date of opening of the financial bid.
- e) The EMD of selected agency will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender

document. If requested by selected agency, EMD may be adjusted against performance security.

- f) The EMD shall be forfeited / Bid Security Declaration shall be executed for MSEs :
- (i) If a agency withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - (ii) If selected agency fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
  - (iii) If during the bid process, a agency indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon agencies.
  - (iv) If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action.

## 2.5 Contact Details

For any clarifications & communication with regards to the tender document, the agencies are expected to communicate at the contact information provided below:

Sr. No	Particulars	Details
1	Tender queries	Sr.Consultant –Procurement

## 2.6 Pre-Bid Meeting

The TIA will held a pre-bid meeting with the prospective agencies to provide a forum to the agencies to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The date, time and place of the meeting are specified in clause 1.1. The representatives of the agencies may attend pre-bid meeting at their own cost. Agencies shall send their pre-bid queries in the format attached with this tender document within the time to [procurement.maharashtrajm@gmail.com](mailto:procurement.maharashtrajm@gmail.com). The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the TIA against the Pre-Bid queries shall become integral part of tender document.

## 2.7 Corrigendum / Amendment to the Tender

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the agency, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in> and shall be deemed to be incorporated by this reference into this tender document.

## 2.9 Bid Preparation Cost

The agency shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in

negotiating a definitive Service Agreement (SA) and all such activities related to the bid process.

### 2.10 Right to Termination

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The agency's participation in this process may result in the TIA selecting the agency to engage towards execution of the contract. In the event of such termination, EMD of all agencies shall be returned, without any interest.

## 3. Bid Submission Instructions

### 3.1 Online Bid Submission

- a) The agency shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
- b) The bids submitted, shall comprise of the following 2 envelopes:
  - **Envelope A:** Technical Bid
  - **Envelope B:** Financial Bid in the form of BOQ
- c) Modification and Withdrawal of Bids – Resubmission of bid by the agencies for any number of times before the final date and time of submission is allowed.

### 3.2 Eligibility Criteria

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

Sr. No.	Eligibility Criteria
1	Agency should be a Proprietary firm /Partnership firm/Private Limited/Limited Company/Corporate body etc. and should be legally constituted / registered with appropriate registration authority.
2	Agency should have average turnover of Rs. 6 (Six) crore during the financial years (FY 2016-17,2017-18 & 2018-19 OR FY 2017-18, 2018-19 & 2019-20) from the audited statement.
3	The Agency should also possess average positive Net worth of Rs. 1(One) crore during the financial years (FY 2016-17,2017-18 & 2018-19 OR FY 2017-18, 2018-19 & 2019-20) from the audited statement .
4	Agency shall have at least 5 years' experience in providing human resources/ human resources on outsourcing basis as on date of submission of bid.
5	Agency should have successfully completed <b>similar contract</b> ( <i>Similar contract means human resources having minimum education qualification Degree should be provided / supplied to Central /State /Semi Govt. /Government undertaking organization / Local self Govt. /PSUs on outsourcing basis. The contract period should not be less than one year. )</i> for providing Human resources as on date of submission of tender. Agency should fulfil any ONE of the following criteria a) THREE contracts where minimum 23 human resources in each contract per month should be provided/supplied. Each contract period should be minimum one year OR

	b. TWO contracts where minimum 29 human resources in each contract per month should be provided/supplied. Each contract period should be minimum one year OR c. ONE contract where minimum 46 human resources per month should be provided/supplied. The contract period should be minimum one year.
6	Agency should have successfully completed at least ONE similar contract providing human resources in the State of Maharashtra as on date of bid submission.
7	Agency should have professional expert as mentioned in clause 4.13 on his roll.
8	Agency should be registered with appropriate authorities under Employees Provident Fund Act.
9	Agency should be registered with appropriate authorities under Employees State Insurance Act.
10	Agency should be registered under Goods and Services tax Act, 2017.
11	Agency should have valid ISO certification .
12	Agency has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations as on the date of submission of bid.

**Note:**

1. On-going similar contracts are considered only if the duration of such contract should not be less than ONE year.

**3.3 Technical Bid (Envelop - A): Documents to be uploaded**

The Technical bid must be submitted online as per the instructions on the portal and in this tender document. Following documents are mandatory and should be submitted online

1. Tender Acceptance Letter: Form -1
2. Agency information: Form -2
3. Details of Number of Years' Experience in providing human resources: Form -3A along with all relevant documents
4. Details of successfully completed similar contract : Form 3 B along with all relevant documents
5. Details of successfully completed similar contract providing human resources in the State of Maharashtra as on date of bid submission: Form 3C along with all relevant documents
6. Turnover certificate issued by chartered accountant firm –Form -4
7. Details of key expert proposed –Form-5
8. CVs of proposed experts for the assignment: Form -6
9. Description of Approach, Methodology for Performing the Assignment / Job –Form 7
10. Declaration: form -8
11. (To be given on Rs. 100 Non judicial Stamp Paper)
12. Bank Guarantee for EMD –Form -9 (If applicable)
13. Bid Security Declaration (only for MSEs exempted for EMD)-Form 10
14. Firms registration certificate
15. GST registration certificate

16. EPF registration certificate
17. ESI registration certificate
18. Valid ISO certificate

Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the agency.

### **3.4 Financial Bid (Envelop - B)**

- a) Administrative /Service Charges should be submitted in % of the total amount to be paid to the deployed human resources.
- b) Administrative charges shall inclusive of all statutory charges including cost towards group accidental insurance .
- c) Administrative charges should excluding employer contribution towards EPF,ESIC etc.
- d) Administrative charges should be excluding GST.
- e) The rates once offered must remain fixed and should not be change for whatsoever reason during the contract period.
- f) Financial quote without consideration shall be rejected.

Note :

*The consulting firm has to quote their consultancy fee in % against the approximate estimated cost mentioned in BOQ. Consulting firm has to click on select option. Under this this tab, two options are available. Only select Excess (+) option (if consultancy firm selected option Less (-) shall be rejected) and then quote consultancy fee in figure which will automatically reflected as %. This quoted figure (%) shall be considered as financial quote for consultancy fee. The gross value appeared shall not be considered as consultancy fee.*

### **3.5 Validity of Bid**

The bid shall be valid for a period mentioned in clause 1.2 from the date of opening of the technical bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the agency's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

### **3.6 Corrections / errors in Financial Bid**

The agencies are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.

### **3.7 Language**

The bid should be submitted by the agency in English/Marathi/Hindi language only. If any supporting documents submitted are in any other language, translation of the same in English/Marathi/Hindi language is to be duly attested by the agencies. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

### **3.8 Conditions under which Tender is issued**

- a) This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any agency, should it be so necessary at any stage.
- b) The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- c) No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a agency with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to agencies shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- d) Neither the agency nor any of the agency's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the agency in accordance with the terms thereof).
- e) Until the Contract is awarded and during the validity of the Contract, agencies shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the agency, or any person acting in collusion with the agency, without prior written approval of the TIA.

### **3.9 Right to the content of Bids-**

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The IA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the agencies. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

### **3.10 Non-Conforming Bid**

A bid may be construed as a non-conforming bid and ineligible for consideration if:

- 1. It does not comply with the requirements of this tender document.
- 2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

### **3.11 Disqualification**

The bid is liable to be disqualified in the following cases or in case the agency fails to meet the requirements as indicated in this tender document:

- a) The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- b) During the validity of the bid, or its extended period, if any, the agency increases the quoted prices.
- c) The agency qualifies the bid with own conditions.
- d) The bid is submitted in an incomplete form.

- e) The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
- f) The agency tries to influence the bid evaluation process by unlawful / corrupt / fraudulent means at any point of time during the tender process.
- g) In case anyone agency submits multiple bids or if common interests are found in two or more agencies, the agencies are likely to be disqualified.
- h) The agency fails to deposit the Performance Security to enter into a Contract within specified period mentioned in the notification of award of contract or within such extended period, as may be specified by the TIA.
- i) Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some agencies may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the agencies so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
- j) If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the bid.

### **3.12 Acknowledgement of Understanding**

By submitting the bid, each agency shall be deemed to acknowledge that agency has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **3.13. Mode of Selection**

Selection of agency will be based on the Least Cost Selection (LCS) Method.

## **4. Bid opening and Evaluation process**

### **4.1 Bid Opening**

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which agencies is free to attend him or depute an authorized officer as his representative.

### **4.2 Opening of Envelop – A (Technical Bid)**

Envelope No. A (Technical bid) of the agencies will be opened online through- e tendering procedure.

### **4.3 Evaluation of Technical Bid**

The evaluation of the technical bids will be carried out in the following manner:

- 1 Agencies technical bid will be initially scrutinized based on eligibility criteria mentioned in clause 3.2. Agencies not fulfilling any of the eligibility criteria shall be rejected.
- 2 The agencies' who will fulfil minimum eligibility criteria mentioned in clause 3.2. will be further evaluated based on the documents submitted by the agency.

Sr.No.	Details	Maximum Marks										
1	<p>Agency's number of years of experience in providing human resources on outsourcing. (Calculated from the date of first contract date).</p> <table border="1"> <thead> <tr> <th>No of years' experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>7</td> </tr> <tr> <td>Above 5 years</td> <td>7+ 1 mark for each year subject to max 10 marks</td> </tr> </tbody> </table> <p><i>Marks will be based on information provided in form 3A</i></p>	No of years' experience	Marks	5	7	Above 5 years	7+ 1 mark for each year subject to max 10 marks	10				
No of years' experience	Marks											
5	7											
Above 5 years	7+ 1 mark for each year subject to max 10 marks											
2	<p>Agency average annual turnover during three financial years (FY 2017-18, 2018-19 &amp; 2019-20)</p> <table border="1"> <thead> <tr> <th>Turnover in crore</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>7</td> </tr> <tr> <td>Above 6 crore</td> <td>7+ 1 mark for each 2 crore subject to max 15 marks</td> </tr> </tbody> </table> <p><i>Marks will be based on information provided in form 4</i></p>	Turnover in crore	Marks	6	7	Above 6 crore	7+ 1 mark for each 2 crore subject to max 15 marks	15				
Turnover in crore	Marks											
6	7											
Above 6 crore	7+ 1 mark for each 2 crore subject to max 15 marks											
3	<p>Agency average annual positive Net worth during three financial years (FY 2017-18, 2018-19 &amp; 2019-20)</p> <table border="1"> <thead> <tr> <th>Net worth in Cr.</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>7</td> </tr> <tr> <td>Above 1 Cr.</td> <td>7+ 1 mark for every 1 Cr. subject to max 10 marks</td> </tr> </tbody> </table> <p><i>Marks will be based on information provided in form 4</i></p>	Net worth in Cr.	Marks	1	7	Above 1 Cr.	7+ 1 mark for every 1 Cr. subject to max 10 marks	10				
Net worth in Cr.	Marks											
1	7											
Above 1 Cr.	7+ 1 mark for every 1 Cr. subject to max 10 marks											
4	<p>No of similar contracts successfully completed for providing minimum 23 human resources in each contract per month and contract period shall not less than 1 year.</p> <table border="1"> <thead> <tr> <th>No of contract completed</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>15</td> </tr> <tr> <td>Above 1 contract</td> <td>15 + 5 marks for each contract subject to maximum 30</td> </tr> </tbody> </table> <p><i>Marks will be based on information provided in form 3B</i></p>	No of contract completed	Marks	3	15	Above 1 contract	15 + 5 marks for each contract subject to maximum 30	30				
No of contract completed	Marks											
3	15											
Above 1 contract	15 + 5 marks for each contract subject to maximum 30											
5	<p>No of similar contracts successfully completed for providing minimum 23 human resources in the State of Maharashtra</p> <table border="1"> <thead> <tr> <th>No of contract completed</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5</td> </tr> <tr> <td>More than 1 contract</td> <td>10</td> </tr> </tbody> </table> <p><i>Marks will be based on information provided in form 3C</i></p>	No of contract completed	Marks	1	5	More than 1 contract	10	10				
No of contract completed	Marks											
1	5											
More than 1 contract	10											
6	<p>Approach ,Methodology and work plan for Performing the Assignment/Job</p>	5										
7	<p>Qualifications and Experience of the key Expert proposed (based on the CVs submitted)</p> <table border="1"> <thead> <tr> <th>Key Expert</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Team leader</td> <td>5</td> </tr> <tr> <td>HR Expert (1)</td> <td>5</td> </tr> <tr> <td>Recruitment Expert (1)</td> <td>5</td> </tr> <tr> <td>Financial/Accounts Expert (1)</td> <td>5</td> </tr> </tbody> </table> <p>The marks for each experts will be given as per the details mentioned below based on the education qualification ,experience and no of years association of expert with the firm mentioned in the clause 13</p>	Key Expert	Marks	Team leader	5	HR Expert (1)	5	Recruitment Expert (1)	5	Financial/Accounts Expert (1)	5	20
Key Expert	Marks											
Team leader	5											
HR Expert (1)	5											
Recruitment Expert (1)	5											
Financial/Accounts Expert (1)	5											



Sr.No.	Details	Maximum Marks
	Education Qualification : 1.25 Marks Year of relevant Experience : 2.50 Marks No of years association with the agency : 1.25 Marks <i>Marks will be based on information provided in form 5 and 6</i>	
	Total Marks	100

- 3 The agency are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document.
- 4 In any case, in the event of any deviation from the factual information provided by the agency in technical bid, the deviation can reject the bid and also ban the agency from participation in any future tenders in the State of Maharashtra.
- 5 At any time during the bid evaluation process, the SWSM committee may seek verbal / written clarifications from the agencies. The committee may seek inputs
- 6 from their professional experts in the evaluation process.
- 7 The committee reserves the right to do a reference check of the past experience stated by the agency. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- 8 Agencies scoring minimum 70 marks out of 100 in technical evaluation based on the above mentioned marking system shall be declared as technically qualified.

#### **4.4 Opening of Envelop - B (Financial Bid)**

This envelope of technically qualified agencies as per clause 4.3 (7) shall be opened as per e-tendering procedure. The date and time of opening of financial bids will be published on <https://mahatenders.gov.in>

#### **5. Award Criteria**

The agency who quoted lowest financial quote (L1) shall be invited for negotiation and signing of contract.

#### **6. Right to accept any Bid and to reject any or all Bids**

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for the TIA's action.

#### **7. Notification of Award**

- a. Before expiry of the bid validity period, the TIA will notify the selected agency in writing, by registered / speed post or by fax or by email that its bid has been accepted by the Tender Inviting Authority.
- b. The selected agency, upon receipt of the acceptance letter, shall furnish the required performance security in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled
- c. The Notification of Award shall constitute the formation of the Contract.

#### **8. Signing of Contract**

The Contract will be signed as per tender document, after selection of the agency. In lieu of the same, the selected agency will have to execute an agreement in a non-judicial stamp paper of value Rs.500/- in favour of Mission Director, SWSM. If the selected agency fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the selected agency is unable to undertake the contract; the Earnest Money Deposit of the selected agency shall stand forfeited. Such agency(s) will also be liable for all damages sustained by the TIA by reasons of breach of tender conditions. Such damages shall be assessed by the TIA whose decision shall be final.

**9. Failure to agree with Terms and Conditions of this Tender**

Failure of the selected agency to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the performance Security of the selected agency.

**10. Performance Security**

The selected agency shall deposit the Performance Security as follows:

- a) The selected agency shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft as mentioned in clause 1.2
- b) The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the selected agency under the contract. However, no interest shall be payable on the Performance Security
- c) The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
  - 1. Any amount imposed as a fine for irregularities Committed by the agency.
  - 2. Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the agency or any of his/her/their agent/ employees or staff.
  - 3. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - 4. Any other outstanding amount.

**11. Details of Scope of services : please see annexure A**

**12. Details of Human Resources requirement :- please see annexure B**

**13. Details of the Key expert :**

Following key expert should be available with the agency. These key experts should be on firms roll for the period not less than ONE year. The CVs of these experts should be submitted in the format (Form No.7). Payment to these experts will not be paid by SWSM . These expert should be available for recruitment of required Human resources and monitoring the performance of the contract for SWSM.

Sr. No.	Key Expert	Profile Required
---------	------------	------------------

Sr. No.	Key Expert	Profile Required
1	Team Lead (1)	S/he should have a PG-HR, MBA-HR or a related discipline Having at-least 10 years of experience in developing systems related to human resource management with demonstrable experience leading recruitment . S/he should have experience of doing HR planning and designing staff selection methodologies. Experience of leading teams for recruitment at scale and working with government settings will be preferred
2	HR Expert (1)	S/he should have a PG-HR, MBA or a related discipline S/he should be a HR expert with at-least 8 years of experience in carrying out recruitment and other HR related services. S/he should have experience of framing HR policy, HR planning and designing staff selection methodologies.
3	Recruitment Expert (1)	S/he should be Bachelors /PG – HR or a related discipline with at-least 5 years’ experience in HR selection, experience of conducting recruitment of multi-disciplinary teams managing, legal compliances related to HR administration, office management and logistic coordination.
4	Financial/Accounts Expert (1)	Having master degree in commerce or accounts or MBA – Finance or related discipline with 5 years of experience in handling accounts and finance matters including Salary disbursement and statutory payment related to payment of salaries.

**14. Subletting**

Subletting of the contract is not permitted.

## **Annexure -A**

### **Scope of service**

#### **A) Scope of Services:**

- a) The Selected agency shall deploy quality human resources (HR) as per the requirement within 6 weeks from the date of letter of acceptance by the SWSM. At times, SWSM may convey its requirement of the posts as and when required. In such case, the selected agency is expected to deploy these newer human resources requirements within 5 weeks from the date of intimation as per the agreed financial norms.
- b) The responsibility of pre-selection of the preferred candidate and deployment of the Person shall lie with selected agency.
- c) Selected agency should provide 3 candidates for each position as per their own recruitment policy. Final selection of the candidates will be done on the basis of skill test/presentation and interview that will be conducted by the selected agency, under the supervision of SWSM.
- d) The Selected agency shall indemnify SWSM against all claims arising as a result of any dispute between the selected agency and the human resource so deployed.
- e) The number of positions, designation, educational qualification, experience, Age limit, Remuneration (CTC) and indicative responsibility of personnel to be deployed is given in Annexure-B.
- f) The SWSM may come up with more requirements of different positions in terms of qualification, experience, remuneration, skills sets etc. during the contract period. The selected agency is expected to deploy these newer human resources requirements within 5 weeks from the date of intimation in this regard as per the agreed financial norms.
- g) The required human resources should be deployed at State Water and Sanitation Mission ,CBD Belapur,Navi Mumbai.
- h) Selected agency may asked to give preference to the candidates who have worked for State Water Supply and Sanitation department , Government of Maharashtra subject to fulfillment of qualification criteria as may be specified for the State Water and Sanitation Mission.

#### **B) Functions to be carried out by selected agency:**

The Selected agency shall be required to undertake the following functions:

- a) Recruitment of human resources as per requirement
- b) Payroll Management
- c) Statutory compliances of all Human resources deployed

#### **a) Recruitment Functions**

- 1) The Selected agency would have to undertake its own human resources quality testing through pre-proven methods like written tests, Group Discussions/Presentation etc. as per the requirements of the respective positions.
- 2) The Selected agency is expected to co-ordinate and works in consultation with SWSM and shares the final assessment results with SWSM.
- 3) The Selected agency would be required to undertake background verification and reference check / character check/ police verification of the preferred candidates using appropriate methods.
- 4) The SWSM may take / supervise interview of the shortlisted candidates before their final deployment.

**b) Payroll Function**

- 1) Consultancy firm is responsible for Payroll Management of all deployed Human Resources.
- 2) All statutory compliances should be done by the selected agency.

**c) Performance Review of the Deployed Personnel**

- 1) Selected agency will undertake Performance Appraisal every 6 months in consultation with SWSM. The outcome of the same shall be shared with SWSM and upon their request the personnel may be replaced.

**C) Terms & Conditions:**

- 1) The Selected agency must ensure that the salary of their deployed human resource are released latest by 5th day of every month (or date agreed between SWSM & selected agency), irrespective of receipt of payment from SWSM.
- 2) All the recommended candidates shall have good working knowledge of English and Marathi both in oral and written communication. All the recommended candidates (professional staff) shall have hands on experience on Computer/ Laptop & Internet. (Not applicable for peon position)
- 3) It shall be the responsibility of the deployed human resources and the selected agency to see that all the designated human resources performs the tasks allotted to them by the SWSM effectively, efficiently and speedily.
- 4) The responsibility of statutory / compulsory deductions and submit it to the respective authority/office on behalf of employer and employee like ESIC/EPF/Income Tax /professional tax and other statutory dues etc. for the human resources deployed will be of the Selected agency. No extra payment shall be made by the SWSM in this regard. The Selected agency will have to submit compliance report to this effect every quarter /as per statute of the Financial Year to the SWSM.
- 5) No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by the SWSM. Expenses towards official field duty visit may be paid as per SWSM's TA/DA policy subject to prior approval of competent authority.
- 6) Computer hardware required to perform the duty will be provided by SWSM. It's selected agency responsibility to take care of all items provided by the SWSM. In case of any damage/loss of items, selected agency has to reimburse/replace or rectify any damage /loss done.
- 7) The Selected agency shall submit the stamped salary bills/ invoice (in triplicate) to the SWSM or to any authority instructed by Mission Director, SWSM on monthly basis as stated in Payment Terms after ending of the calendar months for payment. In normal circumstances the payment will be made by SWSM within two weeks from the date of submission of the bills along with all details.
- 8) The Selected agency shall provide the copies of appointment letter issued to the human resource deployed along with permanent and present address and their photographs to the SWSM.
- 9) It is expected that selected agency would deploy honest and good character human resources and shall make adequate enquiry about the character and antecedents of the personnel whom they are recommending. The Selected agency shall ensure that the human resources engaged by them is pre-verified for character and antecedents before deploying them for duty to the SWSM. The background verification and reference check / character check/ police verification of the preferred candidates using appropriate methods of the personnel through third party / local police/Gazetted Officer should be furnished at the time of deployment.

- 10) The Selected agency will provide all selected candidates laminated Identity Cards with their Names, Designations, Place of work with signatures of a person duly authorized by the selected agency. The candidates shall have to carry the card with them at all times.
- 11) Medical Fitness: All the deployed human resources must be in good mental and physical health required for efficient discharge of her/his duties. Disabled candidates must be free from those physical defects which are likely to interfere with the efficient discharge of her/ his official duties. Medical fitness certificate of registered medical practitioner should be submitted.
- 12) Remuneration for each position mentioned in annexure -B is maximum i.e. total cost inclusive of contribution towards ESIC (both contribution) , EPF (both contribution), Income tax, Professional Tax and other statutory requirements etc.
- 13) Statutory Obligations: The Selected agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the human resources engaged by him. The SWSM shall not be a party to any dispute arising out of such deployment by the selected agency. The Selected agency shall provide such facilities like EPF ,ESI etc. under any law for the time being in force. The Selected agency is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 15 days of the date of the award of the contract.
- 14) Statutory deductions: The income Tax/ TDS and other statutory deductions, as applicable will be deducted from the payments made to the selected agency. Tax deduction certificate will be issued to the selected agency by the SWSM.
- 15) The Selected agency shall be responsible for all acts of commission and omission on the part of the human resources engaged for the purpose. The SWSM shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the human resources deployed by Selected agency during performing duties under the contract.
- 16) The Selected agency would ensure replacement of a deployed human resources of equal capability within a period of 2 weeks in case a resource leave the job or goes on long leave for whatever reasons or is found unfit for the job assigned or its unsatisfactory performance.
- 17) The Selected agency will be responsible for any damages done to the property of the SWSM by the personnel so employed, and shall reimburse/replace or rectify any damage done. The SWSM shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the selected agency. Any liability or circumstances created by the deployed staff resulting in financial and material losses to the SWSM shall be recovered from the selected agency.
- 18) In the discharge of duties; Maintain accountability and transparency; Maintain responsiveness to the public, particularly to the weaker section Maintain courtesy and behavior .She/He shall at all times maintain absolute integrity; devotion to duty, commit himself/herself to and uphold the supremacy of the constitution and democratic values; defend and uphold the sovereignty and integrity of India, the security of State, public order, decency and morality; Maintain high ethical standards and honesty; Maintain political neutrality; Promote the principle of merit, fairness and impartiality public
- 19) The SWSM has the right to the demand for change/replace the personnel at any point of time.
- 20) The SWSM would ensure provision of the seating and working space for the deployed staff in the Office. The human resources so deployed shall have to report for duty at any designated place in the State. The place may be changed and intimated from time to time as per the requirement. The normal working

hours of the human resources deployed shall be from 09.45 A.M. to 06.30 P.M. with a lunch break from 1.00 PM to 1.30 PM on all working days. The SWSM is a part of Water supply and Sanitation Department under the Society Act, hence during legislature assembly sessions the deployed staffs have to work accordingly and discharge their duties. The SWSM will have discretion to change the normal working hours of some or all of the human resources deployed under intimation to the selected agency. The human resources so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

- 21) In emergent cases such as the human resource deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 2 weeks, the selected agency shall deploy a suitable substitute on demand from concern authority. If the Selected agency fails to deploy the substitute, without prejudice to any other right or remedy available under the law to the SWSM on account of such breach, pro-rata recovery along with penalty @ 2 % of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Selected agency.
- 22) Leave Entitlements: All personnel deployed would be entitled for leave as per the HR policy of SWSM for which prior approval will have to be obtained from their Department head and subsequently sanctioned by the official designated by the SWSM. Maternity leave and other statutory leaves shall be provided by the selected agency to all the personnel in accordance with prevailing laws. In case maternity leave, selected agency should give replacement for the said period. All Leave applications for the month shall be submitted duly approved and sanctioned, otherwise salary for that particular month shall be withheld till needful is completed or payment may be recommended with deduction on pro rata basis.
- 23) The Selected agency shall replace immediately any of its personnel, if they are unacceptable to the SWSM because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of human resources supplied by the selected agency upon receiving written notice from the SWSM.
- 24) If for any reason the selected agency is not in a position to provide services as demanded by the SWSM, then the SWSM will be free to engage these services from the open market and debit the expenditure on account of it on the claims payable to the selected agency.
- 25) The Selected agency's personnel working in SWSM's office should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the SWSM. The Selected agency shall be responsible for any act of indiscipline on the part of personnel deployed by them.
- 26) The Selected agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
- 27) The selected agency's personnel shall not exhibit substantial insubordination to the officers concerned with SWSM Officers of the Departments in Government.
- 28) Any act of the persons which will violates the guidelines given by the Honorable Supreme court in case of Vishakha and others verses State of Rajasthan and others will be ultimately penalised as per rules and selected agency must resolve accordingly.
- 29) The Selected agency's personnel shall not claim any benefit / compensation / absorption / regularization of service with the SWSM under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act,

- 1970 or any statute etc. Undertaking from the Personnel to this effect will be required to be submitted by the selected agency to the SWSM. The Selected agency shall indemnify the SWSM from any such liability.
- 30) Any dispute regarding working hours and regarding compensation to be paid to the deployed human resources will be the responsibility of the selected agency and no representation will be entertained on this issue by the SWSM.
  - 31) The Selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering around during working hours.
  - 32) The Selected agency shall engage the necessary personnel as required by the SWSM from time to time. The said personnel engaged by the selected agency shall be either the employee or on contract of the Selected agency and it shall be the duty of the selected agency to pay their remuneration every month in within specified date of the succeeding month. The payment shall be made through RTGS/ online transfer in the personal account of the candidates.
  - 33) The transportation, food, medical and other statutory requirement in respect of each personnel of the selected agency at the place of posting would be the responsibility of the selected agency and the SWSM will not entertain any claim in this regard.
  - 34) The personnel provided by the selected agency, shall understand the work responsibility and shall complete the work assigned by the SWSM. The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of selected agency.
  - 35) The Selected agency shall provide a substitute well in advance if there is any probability of the personnel leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the selected agency.
  - 36) The Selected agency shall be easily available at all times and message sent by e-mail/fax/letter from the SWSM and shall be acknowledged immediately on receipt on the same day



## Annexure -B

### Details of Human resources requirement

#### A. Human Resources requirement for Jal Jeevan Mission for State Office

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Maximum Remuneration per HR /month in INR
1	Coordinator-Implementation Support Agency (ISA)	Post graduate degree in Social Science with Minimum Second Class from a recognized University <b>Experience-</b> Min 5 years' experience in the field of Monitoring of Water Supply and Sanitation, Rural Development programmes will be preferred.	1	50000
2	Coordinator-Information Education and Communication (IEC)	Post-graduation degree in Mass Communication/ Journalism/ MBA in Communication from a recognized university with Minimum Second Class. Expertise in Photoshop, Corel DRAW or CAD will be preferred. <b>Experience-</b> Min 5 years' experience in water and sanitation or in Government Programme and must have sound knowledge of recent media applications.	1	50000
3	Coordinator-Human Resources	M.B.A (HR) or M.B.A (Personal Management) or Post graduate degree in Human Resource Management or Social Science from a recognized University with Minimum Second Class <b>Experience-</b> Min 5 years in water and Sanitation or in Govt. Programmes. Experience in designing and conducting training programmes for all stakeholders (District, Block and Village)	1	50000
4	Coordinator-IMIS	M.C.A or M.Sc. (Computer Science) or post-graduation degree in Statistics or equivalent Post graduation degree from a recognized university in Minimum Second Class with good knowledge of database management required. Experience in developing IT applications in .net, java and handling M&E System will be preferred. <b>Experience-</b> Min 5 years' experience in the field of Monitoring of Water Supply and Sanitation, Rural Development programmes will be preferred.	1	50000
5	IT Specialist	B. Tech / B.E. (IT/ Comp. Sci.) or M.C.A. or M.C.S. or M.Sc. (Comp. Sci.) degree from a recognised university, should be familiar with working on SQL server,	1	50000

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Maximum Remuneration per HR /month in INR
		<p>working on heterogeneous languages and contemporary databases, open source technologies, modern application development languages and script languages like Java, ASP, Dot Net, HTML, DHTML, PHP etc.</p> <p><b>Experience-</b> Min 5 years' experience in the field of IT sector of Water Supply and Sanitation, Rural Development programmes will be preferred.</p>		
6	M & E Specialist	<p>B. Tech / B.E (IT / CS) or M.C.A. or M.C.S. or M.C.M. or M.Sc.(Stat.) or an equivalent qualification from a recognized university with good knowledge of computer and IT systems,.</p> <p><b>Experience-</b> Min 5 years' experience in the field of M&amp;E system of Water Supply and Sanitation, Rural Development programmes and handling statistical tool will be preferred.</p>	1	50000
7	MIS Specialist	<p>B. Tech. / B.E. (IT/CS) or M.C.A. or M.Sc.(computer) or an equivalent qualification from a recognized university. Should have extensive familiarity with data management principles and practices including data management and data access technology using MS access and SQL. Should have good knowledge of MS Office suite, VBA/ Macro and automation skill. Experience in producing high quality dashboards using Power BI, ElegantJ BI will be preferred.</p> <p><b>Experience-</b> Min 5 years' experience in the field of MIS of Water Supply and Sanitation, Rural Development programmes will be preferred.</p>	1	50000
8	Coordinator (Water Quality)	<p>B. Tech./B.E. in chemical engineering or environmental engineering /M.Sc. in Chemistry or Environmental Science or Microbiology. Ph.D. in Chemistry / Environmental Science/ Microbiology will have more preference.</p> <p><b>Experience:</b> 5 year experience in Water Quality work. Maximum have experience in Govt. related Water Quality Monitoring and Surveillance program will have more preference. Good Knowledge of MS office, Internet.</p>	1	40000

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Maximum Remuneration per HR /month in INR
9	Information Analyst (Water Quality)	M.Sc. Statistics/ M.Sc. Chemistry / M.Sc. Environmental Science/ M.Sc. Microbiology. More Preference will be given to M.Sc. Statistics candidate. <b>Experience:</b> 3 years' experience in Data analysis. More preference will give to Water Quality data analysis experience candidate.	1	40000
10	Asst Human resource - establishment coordinator	Graduate degree in Human Resource Management or Social Science from a recognized University <b>Experience:</b> 3 years' experience in water and Sanitation or in Govt. Programmes. Experience in designing and conducting training programmes for all stakeholders (District, Block and Village)	1	40000
11	Asst. Sanitation & Hygiene Coordinator	B.Sc. in life sciences i.e. Zoology/Micro biology/ health studies from a recognized University <b>Experience:</b> 3 years' experience in water and Sanitation or in Govt. Programmes. Experience in designing and conducting training programmes for all stakeholders (District, Block and Village)	1	40000
12	Regional Coordinator	Master's Degree in Rural Management / MSW/ MA (Social Science - sociology, Mass communication Development Communication or equivalent Post Graduation Degree) <b>Experience</b> - 5 years in Rural Development Sector / Water & Sanitation. Must have knowledge regarding State, District & Blocks, and Rural Development Dept. & Water Supply & Sanitation Dept.	3	40000
13	Divisional M & E Cum MIS coordinator	<b>Education</b> - Graduate in any stream from a recognised University & should have sound knowledge of computer Hardware, software, Computer networking, troubleshooting & MS office. <b>Experience</b> - 3 years in Rural Development Sector / Water & Sanitation sector is more preferable. Must have knowledge regarding State, District & Blocks, and Rural Development Dept. & Water Supply & Sanitation Dept.	6	35000
14	PA to Mission Director	<b>Education</b> - Graduation in any stream from recognised University. Must speak and read Marathi English & Hindi. Must have good communicative skills.	1	25000

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Maximum Remuneration per HR /month in INR
		Marathi Typing (30 WPM), English Typing (40 WPM), MSCIT, with sound knowledge of computer. <b>Experience-</b> 3years experience in office work		
15	Assistant Coordinator – Accounts	<b>Education</b> - B.Com. or an equivalent qualification in Accounting from a recognized university and proficiency in Double Entry system of Accounting, Certification in Tally ERP 9, MSCIT, with sound knowledge of computer and IT systems, <b>Experience</b> -- Min.3 years of relevant field will be preferred	2	30000
16	Multi work Coordinator	12 <sup>th</sup> Pass . Marathi Typing (30 WPM), English Typing (40 WPM), MSCIT, with sound knowledge of computer. <b>Experience</b> - Min 1 years of relevant experience	23	18000
17	Peon	10 <sup>th</sup> Passed	3	12000
	<b>Total State Level Deployment (SWSM)</b>		<b>49</b>	

**B) Human Resources requirement for Swachh Bharat Mission at State Office.**

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Remuneration per HR/month in INR
1	M & E coordinator	Master's degree in a Development field such as social science, economics or relevant discipline with Minimum Second Class <b>Experience-</b> Min 5 years' experience in water and sanitation or in Government Programme	1	50000
3	Solid waste Management Coordinator	B.Tech/B.E.(civil)/Environmental engineering / Diploma in Civil Eng. (Minimum Second Class and above) from recognised University (Additionally, any course or diploma in water and sanitation at rural level will be preferable). MSCIT certificate and should be familiar with Excel, word, PPT and internet. <b>Experience:</b> At least 5 years' experience in sanitation field in rural area. Which should include Experience in survey work of villages, selection of technical options, costing, O and M difficulties and solutions,	1	50000

Sr. No	Proposed Post	Educational Qualification and Experience	No. of Posts	Remuneration per HR/month in INR
		Technical knowledge about SWM at rural level.,		
4	Waste water management Coordinator -	<p>B.Tech/B.E.(civil)/Environmental engineering / Diploma in Civil Eng.(Minimum Second Class and above) from recognised University (Additionally , any course or diploma in water and sanitation at rural level will be preferable) . MSCIT certificate and should be familiar with Excel, word, PPT and internet.</p> <p><b>Experience:</b> At least 5 years' experience in sanitation field in rural area. Which should include Experience in survey work of villages, selection of technical options, costing, O and M difficulties and solutions, Technical knowledge about SWM at rural level.,</p>	1	50000
5	Coordinator IMIS	<p>B. Tech. / B.E. (IT/CS) or M.C.A. or M.Sc.(computer) or an equivalent qualification from a recognized university. Should have extensive familiarity with data management principles and practices including data management and data access technology using MS access and SQL. Should have good knowledge of MS Office suite, VBA/ Macro and automation skill. Experience in producing high quality dashboards using Power BI, Elegant BI will be preferred</p> <p><b>Experience-</b> Min 5 years' experience in water and sanitation or in Government Programme</p>	1	50000
6	Assistant Coordinator- Accounts	<p>B.Com. Or an equivalent qualification from a recognized university and proficiency in Double Entry system of Accounting, Certification in Tally.9 ERP, MS-CIT, with sound knowledge of computer and IT systems</p> <p><b>Experience-</b> Min 5 years' experience in water and sanitation or in Government Programme</p>	1	30000
7	Multi work Coordinator	<p>12<sup>th</sup> Pass from a recognized university. Marathi Typing (30 WPM), English Typing (40 WPM), MSCIT, with sound knowledge of computer.</p> <p><b>Experience</b> - Min 1 years of relevant experience</p>	2	18000
8	Peon	10 <sup>th</sup> Passed	2	12000
	<b>Total Post under SBM at SWSM level</b>		9	

Note:

1. SWSM reserves the right to change the above mentioned details at any time during the contract period as per requirement
2. Requirement of human resources may change during the contract period as per the need of the mission i.e. number of human resources may increase or decrease during actual implementation
3. SWSM may require additional HR of same or different qualification, experience
4. The remuneration mentioned is consolidated amount which is inclusive of all statutory contributions towards employer & employee contribution towards EPF & ESIC and deduction under applicable law etc.
5. Maximum age limit, role and responsibility of each position shall be given to the selected agency.

## **VARIOUS FORMS**

**TENDER ACCEPTANCE LETTER  
(To be given on Letter Head)**

Date: / /2020

To,  
Mission Director  
State Water and Sanitation Mission  
1<sup>st</sup> Floor, CIDCO Bhavan South wing  
CBD Belapur  
Navi Mumbai -400614

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No WSSD/SWSM/JJM-SBM/HR/10/2021

**Tender:** Selection of HR agency to provide Human Resources on outsourcing basis to SWSM.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://mahatenders.gov.in> as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely and may black list our firm for the period of next 3 years to participate in any tender issued by Government of Maharashtra

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal



**AGENCY INFORMATION (To be given on Letter Head)**

<b>Particulars</b>	<b>Details</b>
Name of agency	
Full address of the Registered Office with Telephone and email id	
Full address of Branch offices	
Contact person details regarding tender name and contact details	
Date of Registration of the Firm/Agency and Registration No	
Details of first contract /Supply order for providing manpower on outsourcing basis 1. Client Name : 2. Order No & Date 3. Period of Contract 4. Value of Contract Please attach supporting document...	
Website details	
Status of agency (individual/proprietorship / partnership /private limited /Limited company etc	
Permanent account number	
GST registration number	
E.P.F. registration Number	
E.S.I. Registration Number	
Annual turnover of financial year i.e. 2017-18, 18-19 & 19-20	2017-18: 2018-19: 2019-20:

Date:

Place:

Signature of authorized person

Full Name &amp; Designation:

Firm/Company's Seal

**Performance Statement**

Give details of the human resources (Minimum education Graduate) provided /supplied by the agency in the following format. Please refer clause 3.2 (4) to qualify.

Sr. No	Year	Details of client along with address, telephone numbers	Type of client Private / Central / State Govt.	Qualification of human resources supplied Diploma / Graduate / Post Graduate	No of Human resource provided	Duration of contract date /month/ year		Total Number of Months	Supporting document Sr. No.
						From	To		

Fill up complete information (all columns) in the above table & upload following supporting documents. All documents should be numbered.

- a) Supply order OR Work Order OR Contract document ( document should contain qualification and no of HR provided ) AND
- b) Contract completion certificate issued by the client. If the contract is on-going and completed at least one year in such case first contract /work order along with the extension letter OR letter from client that the contract is on-going.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

**Performance Statement**

Give details of the human resources (Minimum education Graduate) provided /supplied by the agency in the following format. Please refer clause 3.2 (5) to qualify.

Sr. No	Year	Details of client along with address, telephone numbers	Type of client Central / State Govt.	Qualification of human resources supplied Graduate / Post Graduate	No of Human resource provided	Duration of contract date /month/ year		Total Number of Months	Supporting document Sr. No.
						From	To		

Fill up complete information (all columns) in the above table & upload following supporting documents. All documents should be numbered.

- a) Supply order OR Work Order OR Contract document ( document should contain qualification and no of HR provided ) AND
- b) Contract completion certificate issued by the client. If the contract is on-going and completed at least one year in such case first contract /work order along with the extension letter OR letter from client that the contract is on-going.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

**Performance Statement**

Give details of the human resources (Minimum education Graduate) provided /supplied by the agency in the following format. Please refer clause 3.2 (6) to qualify.

Sr. No	Year	Details of client along with address, telephone numbers	Type of client Central / State Govt.	Qualification of human resources supplied Graduate / Post Graduate	No of Human resource provided	Duration of contract date /month/ year		Total Number of Months	Supporting document Sr. No.
						From	To		

Fill up complete information (all columns) in the above table & upload following supporting documents. All documents should be numbered.

- a) Supply order OR Work Order OR Contract document ( document should contain qualification and no of HR provided ) AND
- b) Contract completion certificate issued by the client. If the contract is on-going and completed at least one year in such case first contract /work order along with the extension letter OR letter from client that the contract is on-going.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

**Turnover certificate (on CA's letter head)****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of agency) is having registered office at (detailed office address). The turnover of the (name of agency) for the three financial year based on the audited statement for the FY 2017-18, 2018-19 2019-20 is as under.

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Turnover (in lakhs) as per audited balance sheet</b>	<b>Average positive Net worth (in lakhs)</b>
1	2017-18		
2	2018-19		
3	2019-20		
	Average Turnover		

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of tender at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Email id:

**On agency's letter head**  
**(Details of the Key experts proposed for this assignment)**

Details of the Key experts proposed for this assignment s

Sr. No.	Key expert	Name of Key Expert	No of years in experience in relevant field	* No of years associated with bidder/ agency
1	Team Leader			
2	HR Expert			
3	Recruitment Expert			
4	Financial / Accounts Expert			

\* submit appointment order. TIA may ask agency to submit details about the last payment slip/bank statement

Date:

Place:

Signature of authorized person

Full Name & Designation:

Firm/Company's Seal

**CURRICULUM VITAE (CV) OF KEY EXPERT PROPOSED (AS MENTIONED IN FORM 6)**

Position Title and No.	{e.g., TEAM LEAD
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Education Qualification {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s) /diploma(s) obtained}	

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please do not mention the employment details which are not relevant to this assignment}

Sr. No.	Period	Employing organization with address	Position / Title	Summary of activities performed as per the experience required in the clause no 13

Membership in Professional Associations and Publications:

\_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Assignment:**

Detailed Tasks Assigned on agency's Team of Experts:	<i>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</i>

--	--

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

---

Name of Expert

Signature & Date

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal:

**Please provide CVs of all Key Experts in the above format only**



**Date**

**(On consulting firm letter head)**

**Description of Approach, Methodology for Performing the Assignment/Job**

*Technical approach, methodology are key components of the Technical Proposal. Consulting firm should submit Technical Approach and Methodology which includes*

*In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

Authorized Signature

Name and Title of Signatory:

Name of Firm:

Seal of firm

**DECLARATION**  
**(To be given on Rs. 100 Non judicial Stamp Paper)**

To,  
Mission Director  
State Water and Sanitation Mission  
1<sup>st</sup> Floor, CIDCO Bhavan South wing  
CBD Belapur  
Navi Mumbai -400614

Tender Reference No: WSSD/SWSM/JJM-SBM/HR/10/2021.

**Tender:** Selection of HR agency to provide Human Resources on outsourcing basis to SWSM.

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non-performance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been under suspension/termination/banned/blacklisted in the preceding 3 years till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/ or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is blacklisted or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, SWSM may terminate the assigned contract immediately and may black list our firm for the period of next 3 years to participate in any tender issued by Government of Maharashtra.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of SWSM in selection of Agencies will be final and binding to us.

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal:

**Queries of Agency (on agencies letter head)**

Date :

Name of Agency					
Address of Agency					
Tel:					
Email					
Tender Ref No.					
Tender name					
Sr.	Tender Page No.	Tender Clause No.	Clause Title	Queries/ Clarification	Justification by Agency if any
1					
2					

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal:

Ref: .....

Date:

BANK GUARANTEE NO:

To  
Mission Director  
Jal Jeevan Mission  
State Water and Sanitation Mission  
1st Floor, CIDCO Bhawan,  
CBD Belapur (South Wing)  
Navi Mumbai - 400 614

Dear Sir/Madam,

In accordance with your Tender ref No..... dated .....  
M/s..... herein after called the agency having its registered office / head  
office at .....with the following Directors on their Board of Directors /  
partners of the firm.

- |        |        |
|--------|--------|
| 1..... | 2..... |
| 3..... | 4..... |
| 5..... | 6..... |

Wish to participate in the said Tender for Selection of HR agency to provide Human Resources on outsourcing basis to State Water and Sanitation Mission (SWSM), Government of Maharashtra

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of **Rs. 2,50,000/- (Rs. Two Lakhs fifty thousand only)** valid for 150 ( one hundred and fifty) days from the date of opening of the proposal is required to be submitted by the agency as a condition precedent for participation in the said tender , which amount is liable to be forfeited on the happening of any contingencies mentioned in the tender documents, we, the ..... Bank at ..... (local address) having our Head Office at ..... guarantee and undertake to pay immediately on demand by Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission, stating that the bid is revoked during its validity period /the prices are increased unilaterally after the proposal opening and during validity of the offer or the consulting firm have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract Performance guarantee in the prescribed form or any other clause mentioned in the tender document the amount of Rs. 2,50,000/- (Rs. Two lakhs Fifty thousand only ) without any reservation, protest, demur and recourse. Any such demand by the Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the consulting firm.

This guarantee shall be irrevocable and shall remain valid up to..... If any further extension of this guarantee is required the same shall be extended to such required periods on receiving instruction from M/s ..... on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. 2,50,000/-
- b. This bank guarantee shall be valid up to ..... and

We are liable to pay the guaranteed amount only and only if you serve upon us a written claim or demand on or before.....

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this ..... day of ..... at .....

(Signature)

Name in Block Letters

Designation:

Staff Code No:

(Banker's Seal)

(Bank details of SWSM )

1. Bank: State Bank of India
2. Branch : (06240)Konkan Bhavan (Navi Mumbai)
3. Account Name: Support Fund-State Water and Sanitation
4. Bank Account No: 32558322630
5. IFS Code: SBIN0006240
6. Account Type : Saving

**Bid Securing Declaration Form on Agency's letter head  
(Only for MSEs exempted in paying EMD)**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding / any contract with Central and any Government of Maharashtra tenders/RFPs for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (i) Have withdrawn bid or increases quoted prices during the period of bid validity or its extended period, if any.
- (ii) Have fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.
- (iii) If during the bid process, I/We indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- (iv) If during the bid process, our any information is found false/ fraudulent/ malafide.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the selected agency, upon the earlier of

- (i) the receipt of your notification of the name of the selected agency; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Agency)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(On agency's letter head)

**Details of the document submitted**

<b>Sr.No</b>	<b>Documents Details</b>	<b>Page No</b>
1	Tender Acceptance Letter: Form -1	
2	Agency information: Form -2	
3	Details of Number of Years' Experience in providing human resources: Form -3A along with all relevant documents	
4	Details of successfully completed similar contract : Form 3 B along with all relevant documents	
5	Details of successfully completed similar contract providing human resources in the State of Maharashtra as on date of bid submission: Form 3C along with all relevant documents	
6	Turnover certificate issued by chartered accountant firm -Form -4	
7	Details of key expert proposed -Form-5	
8	CVs of proposed experts for the assignment: Form -6	
9	Description of Approach, Methodology for Performing the Assignment / Job -Form 7	
10	Declaration: form -8 (To be given on Rs. 100 Non judicial Stamp Paper)	
11	Bank Guarantee for EMD -Form -9 (If applicable)	
12	Bid Security Declaration (only for MSEs exempted for EMD)-Form 10	
13	Firms registration certificate	
14	GST registration certificate	
15	EPF registration certificate	
16	ESI registration certificate	
17	Valid ISO certificate	
18	Any other documents	

**Note: It is mandatory to number each page and it should be mentioned in the above format. Failing which SWSM may not evaluate the tender and tender will be rejected**

**Financial bid in the form of BOQ ( For information )**



Tender Inviting Authority: Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission (SWSM)

Name of Service :Selection of HR agency to provide Human Resources on outsourcing basis to State Water and Sanitation Mission (SWSM), Maharashtra

Contract No:

Name of the Bidder/ Bidding						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBE	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Details of approximate requirement of Human Resources	No of HR	Units	Cosolidated Remuneration per Month Rate in Rs. P	Appr. Monthly Total Remuneration Amount in Rs. P	TOTAL MONTHLY REMUNERATION AMOUNT In Words
1	2	4	5	6	53	55
<b>1 For State Level Deployment (SWSM)</b>						
1.01	Coordinator-Implementation Support Agency (ISA)	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.02	Coordinator- Information Education and Communication	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.03	Coordinator- Human Resources	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.04	Coordinator- IMIS	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.05	IT Specialist	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.06	M & E Specialist	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.07	MIS Specialist	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
1.08	Coordinator (Water Quality)	1.000	Nos	40000.000	40000.000	INR Forty Thousand Only
1.09	Information Analyst (Water Quality)	1.000	Nos	40000.000	40000.000	INR Forty Thousand Only
1.1	Asst Human resource -establishment coordinator	1.000	Nos	40000.000	40000.000	INR Forty Thousand Only
1.11	Asst. Sanitation & Hygiene Coordinator	1.000	Nos	40000.000	40000.000	INR Forty Thousand Only
1.12	Regional Coordinator	3.000	Nos	40000.000	120000.000	INR One Lakh Twenty Thousand Only
1.13	Divisional M & E Cum MIS coordinator	6.000	Nos	35000.000	210000.000	INR Two Lakh Ten Thousand Only
1.14	PA to Mission Director	1.000	Nos	25000.000	25000.000	INR Twenty Five Thousand Only
1.15	Assistant Coordinator –Accounts	2.000	Nos	30000.000	60000.000	INR Sixty Thousand Only
1.16	Multy work Coordinator	23.000	Nos	18000.000	414000.000	INR Four Lakh Fourteen Thousand Only
1.17	Peon	3.000	Nos	12000.000	36000.000	INR Thirty Six Thousand Only
<b>2 Post under SBM at SWSM level</b>						
2.01	M & E coordinato	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
2.02	Solid waste Management Coordinator	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
2.03	Waste water management Coordinator	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
2.04	Coordinator IMIS	1.000	Nos	50000.000	50000.000	INR Fifty Thousand Only
2.05	Assistant Coordinator-Accounts	1.000	Nos	30000.000	30000.000	INR Thirty Thousand Only
2.06	Multy work Coordinator	2.000	Nos	18000.000	36000.000	INR Thirty Six Thousand Only
2.07	Peon	2.000	Nos	12000.000	24000.000	INR Twenty Four Thousand Only
<b>Total in Figures</b>					<b>1665000.000</b>	Sixteen Lakh Sixty Five Thousand Only
<b>Quoted Rate in Figures</b>					<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

**Draft Contract Document**  
**(Which may change during contract negotiation)**

## Draft Contract Document

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, The Mission Director, State Water and Sanitation Mission (hereinafter called the "Client" shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, [name of Agency] (hereinafter called the "Agency" which expression shall include their respective successors and permitted assigns).

### WHEREAS

- (a) the Client has requested the Agency to provide certain services as defined in this Contract (hereinafter called the "Services");
- (b) the Agency, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The State Water and Sanitation Mission (SWSM) has received fund from Ministry of Ministry of Jal Shakti and Government of Maharashtra (GoM) to implement Jal Jiveen Mission (JJM) which is a flagship program of the Ministry of Jal Shakti, Government of India (GoI). SWSM is intends to apply a portion of the proceeds of this fund to eligible payments under this contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Contract;
- (b) Annexes of Contracts;
- (c) Tender document along with corrigendum publishes etc; and
- (d) Letter of Award

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

---

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant]*

---

*[Authorized Representative of the Consultant – name and signature]*

## **1. GENERAL CONDITION OF CONTRACT**

### **1.1 Definitions and Interpretation**

1.1.1 The words and expressions beginning with capital letters and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) **“Contract”** means this Contract, together with all the Annexes;
- b) **“Contract Value”** shall have the meaning set forth in Clause 6.1.2;
- c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 2.1;
- h) **“Government”** means the Government of Maharashtra
- i) **“Party”** means the Client or the Agency, as the case may be, and Parties means both of them;
- j) **“Personnel”** means persons hired by the Agency as employees or retainers and assigned to the performance of the Services or any part thereof;
- k) **“Services”** means the work to be performed by the Agency pursuant to this Contract, as described in the Terms of Reference hereto; and
- l) **“Third Party”** means any person or entity other than the Government, the Client, the Agency.

### **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Agency. The Agency shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Rights and obligations**

The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the contract ; and
- (b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.

### **1.4 Governing law and jurisdiction**

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Client has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

(a) in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.9 or to such other person as the Agency may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Agency may from time to time specify by notice to the Client;

(b) in the case of the Client, be given by e-mail and by letter delivered by hand and be addressed to the Client with a copy delivered to the Client Representative set out below in Clause 1.10 or to such other person as the Client may from time to time designate by notice to the Agency; provided that if the Agency does not have an office in the same city(Delhi) as the Client's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

### **1.8 Location**

The Services shall be performed at the location in accordance with the provisions of Scope of services mentioned in the tender document and at such locations as are incidental thereto, including the offices of the Agency or the Client.

### **1.9 Signing Contract.**

The contract shall be executed on a non-judicial stamp paper of value **Rs.500/- (Rupees Five Hundred only)** within 10 Days from placing work order and the cost of the stamp paper shall be borne by the agency.

## **1.10 Authorized Representatives**

**1.10.1** 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 Agency, as the case may be, may be taken or executed by the authorized officials.

**1.10.2** The Client may, from time to time, designate one of its officials as the Client Representative unless otherwise notified, the Client Representative shall be:

Mission Director

State Water and Sanitation Mission

1<sup>st</sup> Floor, CIDCO Bhavan (South wing)

CBD Belapur ,Navi Mumbai -400614

**1.10.3** The Agency may designate one of its employees as Agency's Representative. Unless otherwise notified, the Agency's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

E-mail: .....

## **1.11 Taxes and duties**

Unless otherwise specified in the Contract, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of this Contract (the "**Effective Date**").

### **2.2 Commencement of Services**

The Agency shall commence the Services as mentioned in the tender document unless otherwise agreed by the Parties.

### **2.3 Termination of Contract for failure to Commence Services**

If the Agency does not commence the Services within the period specified in tender document, the Client may, by not less than 1 (one) weeks' notice to the Agency, declare this Contract to be null and void, and in the event of such a declaration, this Contract shall stand terminated and the Agency shall be deemed to have accepted such termination.

### **2.4 Period of Contract**

The contract shall be valid initially for a period of three years from the date of award of contract. This contract may be renewed for further period on the same terms and conditions, provided the requirement of SWSM and performance of the Agency and same will be purely on discretion of the competent authority of SWSM.

## **2.5 Entire Contract**

**2.5.1** This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Contract.

**2.5.2** Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Contract, the provisions of RFP shall apply.

## **2.6 Modification of Contract**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, shall only be made by written Contract between the Parties

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be taken**

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(a) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(b) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.5 Payments**

This sub-point has been deleted intentionally.

#### **2.7.6 Consultation**

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension of Contract**

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Agency of such notice of suspension.

### **2.9 Termination of Contract**

#### **2.9.1. By the Client:**

The Client may, by not less than 30 (Thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in tender document, terminate this Contract if:

- (a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
- (b) the Agency becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Agency fails to comply with any final decision reached as a result of proceedings pursuant to Clause 9 hereof;



- (d) the Agency submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Agency knows to be false;
- (e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) any breach in confidentiality is carried out by the Agency, as referenced in Clause 3.3 of this Contract
- (g) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (h) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2 By the Agency**

The Agency may, by not less than 30 (thirty) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Contract if:

- (a) the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Agency that such payment is overdue;
- (b) the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 (forty-five) days (or such longer period as the Agency may have subsequently granted in writing) following the receipt by the Client of the Agency's notice specifying such breach; as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (c) the Client fails to comply with any final decision reached as a result of pursuant to Clause 9 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Contract or the Applicable Laws.

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and materials furnished by the Client, the Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Agency to the Client):

(a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(b) except in the case of termination pursuant to Sub-clauses(a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to the authority pursuant to Clause 9 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting decision.

## **3. OBLIGATIONS OF THE AGENCY**

### **3.1 General**

#### **3.1.1 Standards of Performance**

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### **3.1.2 Applicable Laws**

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Agency, comply with the Applicable Laws.

### **3.2 Conflict of Interest**

**3.2.1** The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

**3.2.2** Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Contract and after its termination, the Agency or any Associate thereof, as well as any Sub-Agency and any entity affiliated with such Sub - Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a

period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to services provided to the Client in continuation of this Contract or to any subsequent services provided to the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the firm of the Agency or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- b) after the termination of this Contract, such other activities as may be specified in the Contract; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

**3.2.4 Agency not to benefit from commissions, discounts, etc. :** The remuneration of the Agency pursuant to Clause 6 (Payment to agency) hereof shall constitute the Agency's sole remuneration in connection with this Contract or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

**3.2.5** The Agency and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Client shall be entitled to terminate this Contract forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the Client shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

**3.2.6** Without prejudice to the rights of the Client under Clause 3.2.4 above and the other rights and remedies which the Client may have under this Contract, if the Agency is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution on of this Contract, the Agency shall not be eligible to participate in any RFP or RFP issued during a

period of 2 (two) years from the date the Agency is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

**3.2.7** For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser the Client in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under this Contract;

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

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

### **3.3 Confidentiality**

The Agency, its Personnel shall not, either during the term or after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Agency, its Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client’s employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Contract (“**Confidential Information**”), without the prior written consent of the Client.

Notwithstanding the aforesaid, the Agency, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, its Personnel or becomes a part of the public knowledge from a source other than the Agency, its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Agency or its Personnel, as is reasonable under the circumstances; provided, however, that the Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Agency**

**3.4.1** The Agency's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

**3.4.2** The Agency shall, subject to the limitation specified in Clause 3.4.3, be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

**3.4.3** The Parties hereto agree that in case of negligence or willful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the Client's property, shall be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds ( a ) the Contract Value set forth in Clause 6.1.1 of this Contract or (b) the proceeds the Agencies may be entitled to recover from any insurance maintained by the Agency to cover such a liability, whichever (a) or (b) is higher

### **3.5 Accounting, inspection and auditing**

This sub-point has been deleted intentionally.

### **3.6 Agency's actions requiring the Client's prior approval**

The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the professional personnel.
- b) Any other action that is specified in this Contract.

### **3.7 Reporting obligations**

**3.7.1** The Agency shall submit to the Client the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

### **3.8 Documents prepared by the Agency to be property of the Client**

**3.8.1** All reports and other documents (collectively referred to as “**Document(s)**”) prepared by the Agency (or any Third Party) in performing the Services shall become and remain the property of the Client, and all intellectual property rights in such Documents shall vest with the Client. Any Document, of which the ownership or the intellectual property rights do not vest with the Client under law, shall automatically stand assigned to the Client as and when such Document is created and the Agency agrees to execute all papers and to perform such other acts as the Client may deem necessary to secure its rights herein assigned by the Agency.

**3.8.2** All information received directly or indirectly by the Agency in any form in the process of delivery of service as specified in the Terms of Reference shall become and remain the property of the Client.

**3.8.3** The Agency shall, not later than termination or expiration of this Contract, deliver all Documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such Documents. The Agency, or a Third Party shall not use these Documents for purposes unrelated to this Contract without the prior written approval of the Client.

**3.8.4** The Agency shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorized use of such Documents, or due to any breach or failure on part of the Agency or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client

### **3.9 Materials furnished by the Client**

Materials made available to the Agency by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall furnish forthwith to the Client, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Client.

### **3.10 Accuracy of Documents**

The Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Client against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Agency or arises out of its failure to conform to good industry practice. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

## **4 AGENCY’S PERSONNEL**

#### **4. 1 General**

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

#### **5. OBLIGATIONS OF THE CLIENT**

##### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Contract, the Client shall make best efforts to ensure that the Government shall:

- (a) provide the Agency, its Personnel with work permits and such other documents as may be necessary to enable the Agency, its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

##### **5.2 Access to land and property**

The Client warrants that the Agency shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services

##### **5.3 Change in Applicable Laws**

All applicable taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Agency, shall be borne by the Client.

##### **5.4 Payment**

In consideration of the Services performed by the Agency under this Contract, the Client shall make to the Agency such payments and in such manner as is provided in Clause 6 of this Contract.

#### **6. PAYMENT TO THE AGENCY**

##### **6.1 Payment Terms**

- a) Agency shall first release salary of their deployed human resources on or before 5th (or any agreed date) of every month from his own resources and then raise the invoice for payment.
- b) Agency will raise invoice in respect to of a particular month in the subsequent month to SWSM. The invoice should be submitted along with biometric attendance sheet duly verified by competent authority authorised by Mission Director, SWSM in respect of the human resources deployed and upon submission of statutory payment receipts.
- c) The Agency shall submit the invoice to SWSM by 3rd day or any date finalised by Mission Director, SWSM of the succeeding month or date agreed between SWSM & selected agency.

- d) All payments to the Agency will be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961, penalty and other taxes, if any.
- e) Applicable GST will be paid by SWSM.
- f) Agency shall be responsible for making the payment directly to the deployed human resources in to their bank account, even though there may be delay in releasing payment by SWSM to the Agency due to contingencies. The payment of salary to the deployed human resources by Agency should not be linked with receipt of payment from SWSM.
- g) Agency shall submit retain the entire documentary proof/papers of the amount deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and GST.
- h) The Mission Director, SWSM reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
- i) The penalty if applicable will be calculated and deducted from the payment due.

## **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## **6.3 Mode of billing and payment**

(a) The Client shall cause the payment due to the Agency to be made within 20 (Twenty) days after the receipt by the Client of duly completed bills with necessary particulars (the “**Due Date**”).

Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agency to the Client within 20 (twenty) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within 1 (one) year after receipt by the Client of a final report.

(b) All payments under this Contract shall be made to the account of the Agency as may be notified to the Client by the Agency.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Liquidated Damages**

#### **7.1.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% of the monthly payout per cluster.

#### **7.1.2 Encashment and appropriation of Performance Security**



The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Contract or for recovery of liquidated damages as specified in tender document.

## **7.2 Penalty for deficiency in Services**

- a) The Agency has to provide the required human resources within 6 Weeks from the date of award of contract. For any delay of more than 6 weeks (or the extended time allowed by Mission Director, SWSM), Rs. 1000/- per day per human resource shall be deducted. This amount shall be recovered from the Commission amount of the succeeding month.
- b) In case of additional human resources required by SWSM, it should be deployed within 5 weeks (or within such additional time as may be allowed by Mission, SWSM) from the date of request received. For any delay, Rs. 1000/- shall be deducted per day per human resource. This amount shall be recovered from the Commission amount of the succeeding month.
- c) The Selected agency must ensure that the salary of their deployed human resource are released latest by 5th day of every month (or date agreed between SWSM & selected agency), irrespective of receipt of payment from SWSM. If selected agency fails to pay salary within the specified date, 1.0 % per week of total amount due shall be deducted from the billing amount.
- d) The Selected agency would ensure replacement of a deployed human resources of equal capability within a period of 2 weeks in case a resource leave the job or goes on long leave for whatever reasons or is found unfit for the job assigned or its unsatisfactory performance. For any delay of more than 2 weeks Rs. 1000/- shall be deducted per day per human resource. This amount shall be deducted from the payment amount of the succeeding month.
- e) In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2 warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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.

### **8.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this

Clause 8.2 shall not give rise to a dispute subject to dispute resolution in accordance with Clause 9 hereof.

**9. SETTLEMENT OF DISPUTES**

**9.1 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

If either Consultant objects to any action or inaction of the other Consultant, the objecting Consultant may file a written Notice of Dispute to the Executive Engineer, ZP or to the committee formed by him for this purpose. Engineer, ZP or Committee after receiving the Notice of Dispute will consider it and respond in writing within 30 days after receipt. If fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that Consultant, Clause b shall apply.

**9.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 7.1.8.1 may be submitted by Consultant to CEO, ZP. In case if disputes did not resolve matter is refer to Mission Director SWSM. If disputes persist in such case an aggrieved party can approach Additional Chief Secretary (ACS) or Principal Secretary (PS), Water Supply and Sanitation Department (WSSD), the decision given by the ACS or PS shall be final

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of Agency :	For and on behalf of Client
(Signature)	(Signature)
(Name) & (Designation)	(Name) & (Designation)
(Address)	(Address)
In the presence of:	
1.	2.