

NASHIK CITY POLICE
GOVERNMENT OF MAHARASHTRA

TENDER DOCUMENT

NAME OF WORK: Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area



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Invitation for Proposal

1. As per the provision under Motor Vehicle Act, Section 127 (2), Nashik Traffic Police hereby invites Proposals for Request for Proposal for providing Towing Van System Design, Build, Operate & Maintain (DBOM) Basis to Nashik Traffic Police". The project would be completely financed by the Bidder. In return, the Bidder shall charge fixed fee over and above the compounding fee during the period of the Contract.
2. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. The complete bidding document has been published on <https://www.mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ Tender fee and EMD.
4. Bidders who wish to participate in this bidding process must register on <https://www.mahatenders.gov.in>.
5. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - III) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
6. A Two envelope selection procedure shall be adopted.
7. Bidder (authorized signatory) shall submit their offer online in electronic formats for technical
(including prequalification documents) and Commercial proposal.
8. Nashik Traffic Police will not be responsible for delay in online submission due to any reason.

For this, bidders are requested to upload the complete bid proposal, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. For queries related to tender, kindly contact to helpline no. given on portal.
9. Bidders are also advised to refer "Bidders Manual Kit" available at
<https://www.mahatenders.gov.in> for further details about the e-tendering process.

GENERAL

1. Scope of Bid

- 1.1. The Employer CP Office Nashik invites bids for the constructions of works **Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area**
- 1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives(bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Sources of Funds

- 2.1. The expenditure on this project will be met from the budget of CP Office Nashik

3. Eligible Bidders

- 1.1. This invitation for Bids is open to all bidders. However Participation in this tenders will be prohibited for those bidders against whom penal action of de-registration has been taken / initiated by any Government/ semi government/ public sector under taking /urban local body /municipal corporation etc.
- 1.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of scope of work. The proposed methodology should include mobilization strategy to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2. All bidders shall include the following information and documents with their bids in Section 2.
 - (a) Scan Copies of original documents defining the constitution or legal status, place of registration under partnership or companies Act and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of traffic warden work performed for each of the last Eight years;

- (c) Experience in works of a similar nature and size for each of the last Eight years and details of works underway or contractually committed and clients who may be contacted for further information on those contracts;
- (d) Qualifications and experience of key site management and technical personnel proposed for contract;
- (e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past seven years;
- (f) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount;

4.3. **Bids from Joint ventures are not acceptable.**

1.1. Key Events and Dates

S. No	Information	Details
1.	Tender Document Download Date	From Dt. 20.05.2026 To Dt. 26.05.2026, uptoTime: 04:00 PM
2.	Last date to send in Pre-Bid Queries	-
3.	Pre- bid conference	-
4.	Release of response to clarifications would be available at Police e-Tendering portal:	-
5.	Last date (deadline) for online submission of bids at e-Tendering portal	Till Dt. 26.05.2026, upto Time: 04:00 PM
6.	Close For Technical Bid	Dt. 26.05.2026 upto Time: 04:00 PM
7.	Opening of Technical proposals	Dt. 27.05.2026 at Time: 04:00 PM

1.2. Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) should be paid online or in the form of Bank guarantee/FDR (Refer Annexure – 5)	Rs. 1,50,000/-
2.	Bid Validity Period	(60) Sixty days from the date of Bid Submission

Tendering Procedure

2.1. Consortium conditions

Consortium is not allowed.

2.2. Tender document Fees

The qualified bidders are requested to pay Tender fees of Rs.3,540/- should be deposited on-line as per E-tendering procedure and receipt shall upload in Technical bid. Tender fee is non-refundable.

2.3. Earnest Money Deposit

Earnest money deposit for Rs. 1,50,000/- should be paid along with tender document fee as per E tendering procedure, and online receipt for the same should be uploaded with the tender document along with technical bid.

The bidder has choice to submit the EMD in the form of Bank guarantee/FDR when amount of earnest money is more than Rs one lakh. In such case, the amount of EMD shall be paid in the form of Bank Guarantee of any nationalized Bank/ Scheduled Bank (In the form prescribed by the CP Office Nashik On stamp paper worth Rupees as per Bombay Stamp Act.). The standard format prescribed in Section 8. The scan copy for the same should be uploaded with the tender document along with technical bid.

- ✓ Earnest money deposit Exemption certificate issued by state government organization shall not be accepted.
- ✓ The tenderer shall submit the original copy of bank guarantee/FDR at the time of opening of the technical bid or may submit at the time of original document verification then only price bid of the eligible bidders will be opened.
- ✓ If tenderer fails to submit the original bank guarantee/FDR for EMD, his tender will not be taken for further evaluation & such bidder may be disqualify from tendering for further works in CP Office Nashik for the period of one year.
- ✓ Amount of tender form fee shall be payable through Net-Banking and the amount for tender form fee is to be submitted as per e- tendering Procedure and online receipt for the same should be uploaded with the tender document along with technical bid.
- ✓ Earnest Money in the form of Cheque or any other mode than prescribed above will not be accepted. If during the tender validity period, the tenderer withdraws his tender, the Earnest money deposit shall be forfeited and the tenderer may be disqualified from tendering for further works in the CP Office Nashik for the period of one year.

EMD & Cost of Blank Tender shall be payable through one of the following modes ONLY:

1. Net-Banking.

2.4. Contact Details

DCP, CP Office Nashik Corporation, Nashik may be contacted for any further information on the tender.

2.5. OPENING OF TENDERS:

- ✓ Tenders will be opened by the DCP, CP Office Nashik, in the presence of tenderers or their representatives of Contractor who choose to remain present at 16.00 hrs. on 27.05.2026 if possible. The tenderer or their representatives, who are present, shall sign the register in token of their attendance.

2.6. Supplementary Information/Corrigendum/Amendment to the tender document.

At any time prior to the deadline for submission of tenders the DCP, CP Office Nashik, may for any reason whether at his own initiative or in response to a clarification requested by a prospective tenderer modify the tender documents by the issuance of an Addendum/corrigendum.

- o The addendum will be uploaded on website, and will be binding upon them irrespective of whether the prospective tenderers acknowledge receipt of the same or not.
- o In order to afford prospective tenderers reasonable time to take the Addendum/corrigendum into account for the preparation of their tenders, the DCP, CP Office Nashik at his discretion extend the deadline for the submission of tenders.

2.7. Completeness of Response

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. The response to this Tender should be full and complete in all respects. Failure to furnish all information required by the Tender document or submission of a proposal not substantially responsive to the Tender document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.8. Proposal Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the Tendering process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by CP OFFICE NASHIK to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the Bid process. This tender does not commit CP OFFICE NASHIK to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

2.9. Right to termination

CP OFFICE NASHIK may terminate the Tendering process at any time and without assigning any reason. CP OFFICE NASHIK makes no commitments, express or implied, that this process will result in a business transaction with anyone. This Tender does not constitute an offer by CP OFFICE NASHIK. The bidder's participation in this process may result in CP OFFICE NASHIK selecting the bidder to engage towards execution of the contract.

2.10. Authentication of Bids

The original Bid will be signed by a Bidder's person duly authorized to bind the Bidder to the Contract. A letter of authorization in the name of the person signing the Bid shall be accompanying the Bid. All pages of the Bid including the duplicate copies, except for un-amended printed literature, shall be initialed and stamped by the person / persons signing the Bid. The bid will then be uploaded on the e-tendering portal.

2.11. Interlineation of bids

The Bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

2.12. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

2.13. Negotiations with Successful bidder

The CP OFFICE NASHIK shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project.

Bid Submission Instructions

3.1. Online Bid Submission

1. The bidder shall submit the bid online through e-Tendering Portal <https://mahatenders.gov.in>.
2. To view- Tender Notice, Detailed Time Schedule, Tender Document and its supporting documents, kindly visit following e-Tendering website <https://mahatenders.gov.in>.
3. The tenderer should quote his price bid on line and submit technical bid document on line.
- a) The bidder should ensure that all the required documents, as mentioned in this Tender/ bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
4. CP OFFICE NASHIK will not accept delivery of Proposal in any manner other than that specified in this Tender. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
5. It is required that all the Bids submitted in response to this Tender should be unconditional in all respects, failing which CP OFFICE NASHIK reserves the right to reject the Bid.

3.2. Pre-Qualification

The minimum eligibility criteria that should be satisfied by the Bidders are mentioned below. The formats for the Pre-qualification documents are given in Annexure of this Tender, unless specified otherwise.

Sr. No.	Criteria	Supporting Documents
PQ-1	EMD and Tender Fee	Earnest money deposits is Rs. 1,50,000/- and the amount of tender form fee including GST is Rs.3,540/- along with the tender should be deposited on-line as per E-tendering procedure and receipt shall upload in Technical bid.
PQ-2	EMD	Bank Guarantee for EMD if EMD paid in the form of BG/FDR
PQ-3	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Sole Proprietor as the case may be and should be in existence for not less than three years before 31/03/2026.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act. Or Attach Shop Act for sole proprietorship of firm

Sr. No.	Criteria	Supporting Documents
PQ-4	The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.	Copy of the PAN Card signed by Authorized Signatory of the Bidder
PQ-5	The bidder should have in its name GST Registration number in India.	Copy of GST Registration Certificate signed by Authorized Signatory of the Bidder
PQ-6	Bidder should be based in Maharashtra and/or have a functional office in Nashik Note : If the bidder, at the time of bidding, does not have a local support office at Mumbai/Navi Mumbai/Nashik/Pune/Nashik then an undertaking to be submitted on the bidder's letter head that an office will be opened by the bidder (if selected for the award of the contract) within 1 months from the date of signing of contract.	Self-Attested Letter confirming address of the Nashik Office
PQ-7	Bidder Should have Certificate of Maximum Annual Turnover of last Five years should not be less than Rs. 2,00,00,000/-	CA Certificate with CA's Registration Number/ Seal clearing mentioning the Turnover or Audited Financial Statements
PQ-8	Bidder should have successfully completed similar type of work Certificate in last Five years.	Similar type work executed (providing Traffic Warden) - Experience Certificate Mandatory
PQ-9	Bank Solvency Certificate of 30 Lakh Or CA Certified Net worth Certificate of 30 Lakh	Bank Solvency Certificate of 30 Lakh Or CA Certified Net worth Certificate of 30 Lakh

Sr. No.	Criteria	Supporting Documents
PQ-10	The company/firm should have given the training to warden on police ground.	Training Center Certificates and Training Geo Tag Photos
PQ-11	Candidates who have appeared in Maharashtra State Police Recruitment but not qualified will be mandatory to be appointed as warden on preference – Documents for this criteria	<ol style="list-style-type: none"> 1. Character Certificates of warden candidates 2. Fitness Certificates of warden candidates 3. Non-criminal Record Certificates of warden candidates
PQ -12	The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate. Also EPF and ESIC return copy/paid challan of at least 150 employees from last 6 months
PQ-13	The Bidder should submit the PTRC and LWF Certificates	The Bidder Should be registered with appropriate authorities for Professional Tax and Labour Welfare Fund
PQ-14	The Concerned bidder Should submit the relevant certificates	<ol style="list-style-type: none"> A) ISO - 9001 : 2015 B) ISO - 45001 : 2018 C) ISO - 27001 : 2022 D) MSME-UDYAM E) LIN Certificate
PQ-15	The Bidder Should submit the PSARA license	The Bidder Should possess The Private Security Agency Regulation Act (PSARA), 2005 license.
PQ-16	Bidder or any of its partners should not be black-listed and/or barred by any government agency/undertaking and/or by any of the competent courts for any default at time of submission of bid	Notarized non-blacklisted declaration on Rs.500 by each Company/ Firm / Agency Also Terms and Conditions Acceptance letter on company letterhead

It is mandatory to submit the following documents, checklist, declaration, annexure etc. in support of the above eligibility criteria and the bidder is likely to be disqualified should it fail to provide any of the specified documents.

Additional Terms and Conditions:

List of Documents required from the Bidder.

ट्रॅफिक वॉर्डन करिता आवश्यक कागदपत्रे :-

(खालील सर्व कागदपत्रे अनिवार्य)

1. शॉप □कट लायसन्स.
2. उद्यम आधार प्रमाणपत्र.
3. महाराष्ट्र पसारा (PSARA) लायसन्स. (कमीत कमी ३ वर्षापूर्वीचे अनिवार्य)
4. ३ वर्षांचे बँक स्टेटमेंट.
5. रक्कम रु. २ कोटी टर्न ओव्हर असल्याचे पुरावे.
6. ट्रेनिंग सेंटर प्रमाणपत्र अथवा M.O.U. प्रमाणपत्र.
7. लिन प्रमाणपत्र.
8. Bank Solvency 30 Lakh जोडण्यात यावी (ऐपत प्रमाणपत्र) किंवा Net worth Certificate 30 Lakh (With Udin No)
9. GST प्रमाणपत्र व GSTR-1 व GSTR-3B चे मागील १ वर्षांचे रिटर्न.
10. EPF प्रमाणपत्र .
11. मागील सहा महिन्यांच्या किमान १५० लोकांचे EPF भरल्याचे प्रती.
12. ESIC प्रमाणपत्र.
13. मागील सहा महिन्यांच्या किमान १५० लोकांचे ESIC भरल्याचे प्रती.
14. पॅनकार्ड.
15. आधारकार्ड.
16. सनदी लेखापाल (CA) यांचे ३ वर्षांचे उलाढाल प्रमाणपत्र
17. वॉर्डन यांचे वैद्यकीय (फिटनेस/स्वास्थ्य) प्रमाणपत्र.
18. वॉर्डन यांचे चारित्र्य प्रमाणपत्र.
19. वॉर्डन यांचे गुन्हेगारी नसल्याचे प्रमाणपत्र २५.
20. महाराष्ट्र राज्य पोलीस भरती मध्ये परीक्षा दिलेले परंतु पात्र न झालेले उमेदवार यांना प्राधान्ये वॉर्डन म्हणून नियुक्त करणे बंधनकारक असेल.
21. ५% SD FEE (बँक डी.डी. हा BID समाप्त झाल्यानंतर कमीत कमी ५ दिवसात पोलीस आयुक्त कार्यालय, नाशिक शहर येथे जमा करावा)
22. संस्थेकडे ट्रॅफिक वॉर्डन पुरविण्याचा अनुभव असणे गरजेचे आहे व त्यासोबत सबळ पुरावा जोडणे आवश्यक आहे.

23. मागील ३ वर्षांपासून खालील ISO नामांकन असणे बंधनकारक आहे: (१००१:२०१५, ४५००१:२०१८, १४००१:२०१५, २६०००:२०१०, SA८०००:२०१४)
24. पोलीस मैदानात वॉर्डन यांना प्रशिक्षण दिल्याचे प्रमाणपत्र किंवा जिओ फोटो भौगोलिक स्थानंकित छायाचित्र.
25. ५०० रु. स्टॅम्प पेपरवर शासकीय आस्थापनेवर काळ्या यादीत नसल्याबाबतचे प्रमाणपत्र
26. प्रत्यक्ष जागांची पाहणी करणे आवश्यक असून जागा पाहणी केल्याचे संबंधित युनिटचा सर्वे अहवाल सोबत जोडणे आवश्यक आहे.
27. सर्व अटी व शर्ती या निविदाधारकाने त्यांच्या संस्थेच्या लेटर हेडवर प्रमाणित करून देणे आवश्यक आहे

नोट: जर समान दर आल्यास निवड करण्याचा अधिकार मा. पोलीस आयुक्त, नाशिक शहर यांनी राखून ठेवला आहे.

3.3. Validity of proposal

The Proposals shall be valid for a period of 60 days from the date of submission of Bid. A Proposal valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, CP OFFICE NASHIK may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

3.4. Corrections errors in Technical and Commerical proposal

- If First of all Envelope No.1 (Technical bid documents) submitted by all tenderers online as per E-tendering procedure will be opened to verify its contents as per tender requirements.
- All the tenderers should produce original documents for verifications of online submitted documents by the tenderers at the time of opening of the technical bid, then only price bid will be opened.
- If the required documents do not meet the tender requirements, it will be recorded accordingly by the tender opening authority and the said tenderer's Price-Bid will not be considered / opened for further action and the reason will be recorded. after submitting the tender, the contractor withdraws his offer or modifies the same, or if after acceptance of his tender, the contractor neglects to furnish the balance amount of security deposit without prejudice to any other rights and power of the CP Office Nashik, hereunder or in law CP Office Nashik shall be entitled to forfeit the amount to the earnest Money deposited by him.
- **The tenders are liable to reject out right, if while submitting.**
- The tenderer proposes any alteration in the work specified in the tender or in time allowed for carrying out work or any other unacceptable condition.
- Any of the pages of the tender are removed and/or replaced.
- All corrections and additions are not initialed by the tenderer.
- The tenderer, does not sign and the signature/signatures (in case of firm each partner or power of attorney holder) is not witnessed by a respectable person in the space provided for in the B - 2 tender form.
- Income Tax & work contract tax at the rate in force will be recovered from the gross amount of each bill, whether for measured or advance payment of each bill, and/or secured advance.
- The bidder shall fill rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities
- All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

3.5. Language

The tenders shall be submitted in the prescribed forms in "English" language only. Language for communication may be Marathi.

3.6. Conditions under which Tender is issued

- o The tenderer is deemed to have examined carefully all instructions, conditions, forms, terms, technical specifications, Schedule 'B' in the tender documents. Failure to comply with the requirements of tender submission shall be at the tenderer's own risk. Tenders which are not substantially responsive to the requirement of the tender documents are liable to be summarily rejected.
- o The tenderer shall submit only an unconditional offer which complies fully with the requirements of the tender documents.
- o All tenderers are cautioned that no alternative or conditional offers, variations or deviations by the tenderers in respect of any item proposed by the tenderers shall be entertained or considered further in the process of tender evaluation. Further more, any deviation from the conditions of tender or technical specifications or other requirements stipulated in these tender documents other than those specifically clarified/amended in the minutes of the pre-bid meeting shall be summarily rejected as non responsive.
- o The data furnished in the tender documents are only by way of general information and the department will not entertain any claims due to variation from this data or for any expenses incurred by the tenderer in this connection. The tenderer shall himself obtain all necessary information as to risk and costs and other circumstances which may affect or influence this tender. No extra charges consequent on any misunderstanding or, otherwise shall be allowed.
- o CP OFFICE NASHIK reserves the absolute right to accept any offer not necessarily the lowest, based upon its final decision regarding Bidder's capacity, financial status, machineries available, experienced technical staff with the Bidder, ability to complete the work within time limit
- o Bidder are hereby cautioned that opening of envelope no. 2 (Financial bid) shall not be treated as acceptance of his technical qualification or financial offer.
- o CP Office Nashik Corporation reserves right to accept any or all tender in full or part without assigning any reason.
- o Canvassing or lobbying in connection with tender in any form renders the tender liable for rejection.
- o All the tenders shall be based on the drawings and design attached to the tender documents.
- o The Bidder if firm or company shall in their forwarding letter, mention the name of all the partners / directors of the firms or the company (as the case may be) and the name of the partner / director who holds the power of attorney if any, and a name of the person holding power of attorney, with attested copy of registered power of attorney authorizing him to conduct transaction behalf of the firms or company.
- o The Bidder whose tender is accepted will have to give an undertaking in writing to the effect that he / they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 and amended up to date applied to the zone in which the work lies and act accordingly.
- o The successful Bidder shall comply with the provisions of the payment of Wages Act, 19365, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act , 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, the Contract Labour (Regulation and Abolition) Act, 1979 and any modification there of or any law relating there to and rules made there under from time to time.

- o The Bidder whose tender is accepted is required to note that the Corporation will not release any foreign exchange.
- o The tender notice along with all the tender documents shall form a part of the contract agreement.
- o The Bidder will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The Bidder shall also have to give a declaration, that he is conversant with local conditions / laws and availability of labour and materials and he has quoted his rates with the consideration to all these factors.
- o CP OFFICE NASHIK reserves the right to revise or amend the contract documents fully or part there of, prior to the date notified or amended for the receipt to tender. Such deviations / amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
- o The acceptance of tender may be communicated to the Bidders telegraphically or by fax otherwise either by the tender Opening Authority or any Authority in the CP Office Nashik
- o The successful Bidder will be required to produce within fifteen days to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provisions of the Contract Labour (Regulations & Abolition) Act, 1979, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and earnest money forfeited.
- o All Bidders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and/or conditional tenders shall be rejected.

3.7. Right to the content of proposal

All Proposals and accompanying documentation of the Technical Proposal will become the property of CP OFFICE NASHIK and will not be returned after opening of the Technical Proposals. CP OFFICE NASHIK is not restricted in its rights to use or disclose any or all of the information contained in the Proposal and can do so without compensation to the Bidders. CP OFFICE NASHIK shall not be bound by any language in the Proposal indicating the confidentiality of the Proposal or any other restriction on its use or disclosure.

3.8. Non- conforming proposal

- Proposal may be construed as a non-conforming Proposal and ineligible for consideration:
 - a. If it does not comply with the requirements of this Tender.
 - b. If the Proposal does not follow the format requested in this Tender or does not appear to address the particular requirements of CP OFFICE NASHIK.

3.9. Disqualification

- The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this Tender:
 1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
 2. During validity of the Proposal, or its extended period, if any, the Bidder increases the quoted time period.
 3. The Bidder submits Proposal with his own conditions.
 4. Proposal is received in incomplete form and deviation from the formats mentioned in this Tender.
 5. Proposal is received after due date
 6. Proposal is not accompanied by all the requisite documents.

7. Proposal is not accompanied by the EMD.
8. If the Bidder provides quotation only for a part of the Project.
9. Information submitted in Technical Proposal 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
10. Commercial Proposal is enclosed with the Technical Proposal.
11. Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
12. In case any one Bidder submits multiple Proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.
13. Bidder fails to deposit the Performance Security Deposit or fails to enter into a Contract within 8 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the CP OFFICE NASHIK.
14. Any Bid received by CP OFFICE NASHIK after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of CP OFFICE NASHIK. The validity of the bids submitted before deadline shall be till 120days from the date of opening of the Commercial Bid.
15. While evaluating the Proposals, if it comes to the CP OFFICE NASHIKs knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the Tenders floated by the CP OFFICE NASHIK.
16. If the Technical Proposal contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the Bid.

3.10. Acknowledgement of understanding

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this Tender, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.11. Site visit by Bidder

The Bidder may visit and examine any of the offices of CP OFFICE NASHIK at a time to be agreed with CP OFFICE NASHIK and obtain for itself on his own responsibility all information on the existing processes and functioning of CP OFFICE NASHIK that may be necessary for preparing the Bid document. The Bidder may carry out this site visit after obtaining written permission of Nashik Traffic Police. The visit may not be used to raise questions or seek clarification on the Tender. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at the Bidder's own expense.

Bid Opening and Evaluation Process

4.1. Tender opening

- i. Tenders will be opened by DCP, CP Office Nashik Corporation, in the presence of tenderers or their representatives of Contractor who choose to remain present at 16.00 hrs. on 28.05.2026 if possible. The tenderer or their representatives, who are present, shall sign the register in token of their attendance.

4.2. Overall Evaluation Process

- ii. The Commercial Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in Section 3.2 of this Volume of the Tender. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- iii. The DCP, CP OFFICE NASHIK reserves the right to accept or reject any or all bids without giving any reasons thereof.
- iv. In any case, in the event of any deviation from the factual information provided by the Bidder in his Technical Proposal, CP OFFICE NASHIK can reject the Bid and also ban the Bidder from participation in any future tenders in the State of Maharashtra.
- v. At any time during the Bid evaluation process, the CP OFFICE NASHIK may seek oral / written clarifications from the Bidders. The CP OFFICE NASHIK may seek inputs from their professional and technical experts in the evaluation process.
- vi. The CP OFFICE NASHIK reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
- vii. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through a written communication.

- ✓ The bidders shall submit their quote as per the format provided in Annexure- 3 in BOQ
- ✓ **The bidder with lowest cost submitted (L1 rate) in the commercial bid opening will be awarded the contract.**
- ✓ In cases of discrepancy between the prices quoted in words and in figures, higher of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.
- ✓ The decision of CP Office Nashik is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

4.3. Award Criteria

Post the evaluation process indicated in Section 4 above, CP Office Nashik will award the Contract to the successful Bidder

4.4. Right to accept any Proposal and to reject any or all Proposals

CP Office Nashik reserves the right to accept or reject any Proposal, and to annul the tendering process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Nashik Municipal Corporation's action.

4.5. Notification of Award

Prior to the expiration of the validity period, CP OFFICE NASHIK will notify the Successful Bidder that its

4.6. Proposal has been accepted by issuance of a Letter of Intent in writing.

Extension of time for fulfillment of Conditions Precedent

The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of the Service Agreement (SA) for the period of two years if the performance of the tenderer found satisfactory.

4.7. Non-fulfillment of the Bidder's Conditions Precedent

1. In the event that any of the conditions precedent of the Bidder have not been fulfilled within 15 Business Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by CP OFFICE NASHIK or its nominated agencies, the SA exist; shall cease to
2. In the event that the SA fails to come into effect on account of non-fulfillment of the Bidder's conditions precedent, Nashik Traffic Police or its nominated agencies shall not be liable in any manner whatsoever to the Bidder and Nashik Traffic Police shall forthwith forfeit the EMD.

4.8. Signing of Contract

SA will be signed as per Tender, after selection of Bidder. CP OFFICE NASHIK shall have the right to annul the award in case there is a delay of more than 15 days in signing of Contract from

the date of issue of Letter of Intent by CP reasons attributable to the selected Bidder.
OFFICE
NASHIK,
for

4.9. Failure to agree with Terms and Conditions of this Tender

Failure of the successful Bidder to agree with the terms & conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event CP OFFICE NASHIK may call for new Proposals and invoke the Performance Security Deposit.

4.10. ADDITIONAL PERFORMANCE SECURITY FOR UNBALANCED BID:

The tenderer offering rates lower than the estimated cost put to tender shall have pay Additional Performance Security as per GR Ref.No. सीएटी/2017/प्र.क्र.08/इमा-2

Dated 26/11/2018 Within 8 days from opening of Price Bid.

In case tenderer offers less than the estimated cost put to tender, tenderer should submit the rate analysis with explanation of how the work will be carryout in the quoted offer (rate) and tenderer will have to pay additional performance security deposit irrespective of general security deposit prescribed in tender, for performanc of the work.

- i) In case the tenderer offers the rates lower than the estimated cost put to tender, in that case the the L1 tenderer shall submit Demand DraU of any NaQonalized or Scheduled Bank drawn in the favour of CP Office Nashik within Eight working days from the date of opening of financial bid. the amount of additional deposit shall be as follows:

Rate quoted to estimated rate	additional Security Deposit (Performance Security)
Below upto 1 %	Nil
Below 1 % to 10 %	1% of estimated cost put to tender
Below upto10% - 15 %	% of ASD = (% rate quoted - 10) + 1 e.g. If 14% below is quoted ,the amount of additional Performance Security Deposit shall be =(14 – 10) + 1 = 5% of estimated cost put to tender.
Below upto-15 % and below	% of ASD = (% rate quoted - 15) x 2 + 1 + 5 e.g. If 19% below is quoted, the amount of additional Performance Security Deposit shall be =(19 – 15) x 2 +1 + 5 = (4x2)+1+5=8+1+5=14 of estimated cost put to tender.

- ii) If the L1 tenderer fails to submit the additional performance security deposit within stipulated time his earnest money deposit will be forfeited and the L2 bidder will be asked for negotiation. And the further tendering process will be initiated, in that case, if L2 bidder is ready to do the work at the rate of L1 bidder, the work will be awarded to L2 bidder.

✓ **Manner of submission of the Additional Performance Security –**

- Demand Draft should have MICR and IFSC code and valid for minimum 3 months from the date of submission of tender.
- Demand Draft should be drawn if favor of CP Office Nashik.
- Original Demand Draft should be submitted in sealed envelop marked with name of work on top right corner and tender notice number / tender ID on right left corner after opening of financial bid within 8 working days the prescribed date of submission in the office of DCP

✓ **Manner of refund of the Additional Performance Security –**

- Additional Performance Security Deposit will be refunded after 3 months the date of completion of work as certified by the engineer, in case of successful tenderer subject to written request for refund of ASPD
- ✓ If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized Scheduled Indian bank or (b)by a foreign bank located in India and acceptable to the Employer.
 - ✓ Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

1. The Earnest Money Deposit of Contractors not following the procedure above and/ or submitting false documents/ Demand Drafts shall stand forfeited and such contractors shall be blacklisted from further tendering for a period of one year.
2. In case, the tenderer offers rates lower than 10% below the estimated cost put to tender, tenderer shall have to submit detailed description regarding planning of executing the work at quoted rates. The detailed description shall include rate analysis with supporting documents.
3. The contractor shall be bound to submit any additional information, as required by the Executive Engineer, to substantiate the explanation regarding the rates etc.
4. All such explanation and additional information/ documents shall have to be submitted within 2 (two) days of opening of financial bid.

If the contractor fails to submit the said explanation/ additional information/ documents within specified period, the bid of contractor shall be treated as non-responsive and the Earnest Money Deposit shall be forfeited.

Scope of Work

5.1. Nature and Objective of Work

Nashik Traffic police has 2 Circles and 7 Police stations under each circle which covers entire Nashik Commissionerate area.

Nashik Traffic Police is entrusted with the task of managing vehicular traffic and maintaining the free spaces on road.

CP Office Nashik desires to select agency for deployment of the 105-95 Traffic Wardens at Nashik Traffic department for the initial period of 3 months in Nashik city.

CP Office Nashik reserves right to increase or decrease the traffic warden quantities and period of deployment.

5.2. Scope of Work

· Minimum Qualification Details

The minimum qualification details for the Traffic Wardens shall be as follows:

Sr.	Age	Qualification	Minimum Experience
1	21-45 Years	Minimum S.S.C.	The candidate should be able to speak and write Hindi and Marathi. The Candidate shouldn't have had his/her driving licence suspended.

· Job Description

- To assist the traffic police in directing and regulating the vehicular and pedestrian traffic
 - To report traffic violations whenever noticed personally by Traffic Wardens to the Traffic Police
 - To report other offences committed by drivers of taxis / auto rickshaws (such as refusal to go on hire, demanding excess fare etc.) to the Traffic Police
- To assist the Traffic Police department in any other activities like organizing special drives and Traffic awareness campaigns in connection with traffic regulation, control and education

· Terms and Conditions

1. Traffic wardens shall be deployed only after approval of the Traffic Department
2. Traffic wardens may be deployed anywhere within limits of the CP OFFICE NASHIK.
3. Traffic wardens shall be deployed within 10 days after signing the agreement.
4. Deployment of Traffic wardens shall not be related with Government Services. The selected agency shall be responsible for all types of legal claims, issues regarding the same.
5. The Traffic Wardens deployed by the Successful Bidder should not have any adverse police records/criminal cases pending against them. The Successful Bidder should make adequate enquires about the character and antecedents of the person whom they are deploying at Nashik Traffic Police. The Successful Bidder should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be

- provided when called for. The Selected agency shall submit the Character Verification Certificate from the concerned Police Station regarding the same.
6. If Nashik Traffic Police feels that the deployed Traffic Warden doesn't comply with the quality expected. In such cases, the Successful Bidder shall withdraw/replace such Traffic Warden who are not found suitable by the office for any reasons immediately, if such request is made. The same should be replaced within 2 days.
 7. The duty hours for appointed Traffic warden shall be continuous 9 Hours per day. The management of Weekly Offs for the Traffic wardens shall not be related with the Traffic department. It shall be mandatory for the selected agency to appoint 105-95 traffic wardens on daily basis.
 8. Traffic Wardens shall wear uniform as follows: YellowShirt, Brown Pant and BrownCap. Shirt will contain logo as "Traffic Warden,Nashik". The selected agency shall be responsible to provide reflective jackets, baton to the traffic wardens to perform night duty.
 9. The selected agency shall be responsible to provide uniform, raincoat, gum boots, etc. to the traffic wardens.
 - 10.In case of accidents, the selected agency shall be responsible to Traffic Wardens deployed on Nashik Traffic duty
 - 11.In future, if any claim, allegations, disputes, etc. are raised due to Traffic Wardens, the Selected Agency shall be responsible for the same.
 - 12.The Traffic Wardens deployed at Nashik Traffic shall act as per the direction of Nashik Traffic Police and shall not have any legal powers/authority.
 - 13.If Traffic wardens are found to do any illegal activity or if the complaints raised against them are found to be correct, then legal action will be taken against them and they shall be immediately removed from the duty.
 - 14.The Traffic Warden deployed shall be required to report for work as per the shift timings provided by the Nashik Traffic Police.
 - 15.In case, Traffic Warden deployed is absent on a particular day or comes late / leaves early on three occasions, one day amount shall be deducted.
 - 16.If the work is not performed by any or all the manpower on any day in a month Deduction shall be made proportionately (per day basis) from the bills of the selected agency and a penalty @ Rs100/- per working day/ manpower shall be imposed.
 - 17.The selected agency shall be solely responsible for the redressed of grievances / resolution of disputes relating to traffic wardens deployed. Nashik Traffic Police shall, in no way, be responsible for settlement of such issues whatsoever. Nashik Traffic Police shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
 - 18.The Traffic Wardens deployed by the selected agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of Nashik Traffic Police during the currency or after expiry of the contract.
 - 19.The selected agency shall be responsible for providing all statutory benefits to the traffic wardens employed by him including PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.
 - 20.Without limiting any of the other obligations or liabilities the contractor shall at his own

expense takes and keep comprehensive insurance for traffic wardens deployed at Nashik Traffic Police. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified the Nashik Traffic Police for and against all manner of claims on demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Nashik Traffic Police may suffer or incur with respect to end/or incidental to the same.

21. During the performance of the works the selected agency shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The Selected agency shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.
22. The Traffic Wardens shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organizational matters as most are of confidential/ secret nature.
23. The Successful agency shall ensure proper conduct of Traffic Wardens in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering at Nashik Traffic Police premises.
24. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Successful agency directly or indirectly to any person, firm or whosoever. The staff deployed by the Successful agency shall be on payroll of the Successful agency.
25. The deployed Traffic Wardens of the Successful agency shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The Traffic Wardens shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of Nashik Traffic Police.
26. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the successful agency and Nashik Traffic Police.

· **Payment Terms**

1. The monthly payments shall be made to the selected agency on submission of the bills and monthly attendance reports approved by CP OFFICE NASHIK officials, after deducting the penalties, if any. On receipt of the monthly bills, the payment shall be released within 7 working days of receipt of the monthly bills.

General Conditions of Contract

6.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

6.2. Settlement of Disputes

- a) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days after receipt.
- b) Arbitration:
 - (i) In the case of dispute arising, upon or in relation to, or in connection with the contract between CP Office Nashik and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the CP Office Nashik and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by CP Office Nashik. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
 - (ii) Arbitration proceedings shall be held in Nashik, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
 - (iii) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by CP Office Nashik and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.3. Confidential Information

The successful bidder shall keep information received during this work as confidential and shall not, without the written consent of the CP Office Nashik divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

6.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

6.5. Force Majeure

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

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

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

6.6. Termination

CP Office Nashik may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) mentioned below

- a. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as CP Office Nashik may have subsequently approved in writing.
- b. If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- c. If the successful bidder, in the judgment of CP Office Nashik has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. If the successful bidder submits to the CP Office Nashik a false statement which has a material effect on the rights, obligations or interests of Nashik Municipal Corporation.

- e. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to CP Office Nashik.
- f. If the successful bidder fails to provide the quality services as envisaged under this Contract, CP Office Nashik may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. CP Office Nashik may decide to give one chance to the successful Bidder to improve the quality of the services.
- g. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- h. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days
- i. If CP Office Nashik, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In the event CP Office Nashik terminates the Contract in whole or in part, pursuant to point (a) to (h), CP Office Nashik may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to CP Office Nashik for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

6.7. Assignment

Neither the CP Office Nashik nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party

6.8. All other laws to be applicable

The Bidder shall comply with all applicable laws of land, including Pollution Control Board and Nashik Traffic Police shall not be held liable for any change/modification in these laws which adversely affect this RFP. No claim or compensation on this account will be entertained.

6.9. Power to waive Fines

The power to waive fines and penalty vests with The DCP, CP OFFICE NASHIK.

Annexure – 1: Request for Clarification

Bidders requiring specific points of clarification may communicate with CP OFFICE NASHIK during the specified period using the following format:

BIDDER'S REQUEST FOR CLARIFICATION			
<<Name of Organization submitting query / request for clarification>>			
<<Full formal address of the Organization including phone, fax and email points of contact>>			Tel:
			Fax:
			Email:
1	Tender Document Reference (Section No. / Page No.)	Content of Tender requiring clarification	Points of clarification required
1			
2			
3			
4			
5			
6			

Annexure – 2: Technical Proposal Covering Letter

Technical Proposal Covering Letter

Covering Letter (To be submitted on the letterhead of the bidder)

{Location, Date}

To
The DCP,
CP Office Nashik.

Subject: Submission of proposal in response to the **“Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area”**

Dear Sir,

Having examined the Tenderdocument, we, the undersigned, herewith submit our proposal in response to your Tender Notification number..... for **“Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area”**.

We have read the provisions of the Tender document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the Tender and all attachments.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this Tender.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the eligibility criteria mentioned in the Tender document.
7. We agree for unconditional acceptance of all the terms and conditions set out in the Tender document
8. We hereby declare that in case the Contract is awarded to us, we shall submit the security deposit within 8 Business Days of issuance of the Letter of Intent to us.

Company Profile

Sr. No	Information	Details
1	Name of responding bidder:	
2	Address of responding bidder:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	

Authorized Signatory

Name :

Designation :

Date :

Time :

Seal :

Business Address

Annexure – 3: Format for commercial proposal

Nashik City Police					
CP Office Nashik					
Name of Work :- Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area NASHIK area.					
Abstract Sheet					
Sr. No.	Description	Total Qty	Unit	Rate	Amount
1	Providing Traffic Wardens to Circle 1	105	Per Warden Per Day		
2	Providing Traffic Wardens to Circle 2	95	Per Warden Per Day		
	As per Rate Analysis				
Total Amount					

- a) The tenderer shall be liable to make payments to the deployed Traffic Wardens as per minimum wages and all other statutory liabilities.
- b) Nashik Traffic may use the same rate for any of the other offices during the contract period.
- c) The quantity of “No. of Traffic Wardens” given above are indicative for evaluation purpose only and may vary as per requirement of Nashik Traffic Police. The payment shall be made based on “Total Cost per person” quoted for the Traffic Warden on actual service provided.
- d) CP OFFICE NASHIK does not guarantee the quantity for the Traffic Wardens. The actual quantity for the Traffic Wardens may be more or less.
- e) Tax structure on the payment will be applicable based on govt. notification at the time of submission of invoice.
- f) The Bidder needs to account for all Out of Pocket expenses due to Boarding, Travelling, Lodging and other related items.

Annexure - 4: Form of Agreement

This CONTRACT (hereinafter called the "Contract") is made on the ____day of the month of___ between, on the one hand, Nashik Traffic Police hereinafter called "Authority" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees) and, on the other hand M/s_____having its registered office at _____hereinafter called the "Bidder" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees).

Whereas

- a) The Authority has selected the Bidder to provide services as per specifications mentioned in the bid document No: _____ and as defined in the General Conditions of the Contract.
- b) By filling the bid document and signing it the Bidder has agreed to the Authority that they have the required professional skills, personnel, technical and commercial resources, and have agreed to execute the items in the bid document on the terms and conditions set forth in this contractual bid document.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of the Contract agreement.
 - a. The complete bid document including the common set of deviation issued from time to time.
 - b. Minutes of the pre-bid meeting standard set of deviations/corrigendum, drawing and instructions issued by CP Office Nashik.
 - c. Letter of Intent / Award
 - d. Letter of Acceptance
 - e. Any other communications issued prior to signing of the agreement.
- 2 That the bidder have to deploy 105-95 Traffic Wardens within 15 days from the commencement of contract
- 3 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnershipbetween the Parties, and no Party shall hold himself out as an agent for the other Party,except with the prior written consent of the other Party.
- 4 That if the Bidder commits a breach of any terms of this agreement then notwithstandinganything herein contained the Bidder will be entitled to terminate this agreement by givingone month prior written notice to the Bidder.
- 5 That the Authority may extend the scope and duration of work allotted to the successful bidder with the terms andcondition which are mutually agreed between both the parties.

6 That the Bidder agrees to indemnify, hold harmless and Defend Authority, its officers, employees, invitees, and agents (the "Indemnified Parties") against any and all third party demands, claims, suits, proceedings, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, judgments, costs, expenses and fees (including reasonable legal expenses) ("Losses") arising out of or in any way associated with this Agreement.

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

FOR AND ON BEHALF OF

BY CP Office Nashik,

(Authorized Representative)

Witness:.....

1.

By Authorized Signatory
FOR AND ON BEHALF OF
M/S.

Witness:

1.

2.

Annexure - 5: Bank Guarantee (BG) Format

In consideration of the CP Office Nashik Corporation, Nashik(hereinafter referred to as "CP OFFICE NASHIK.")having _____ agreed _____ to exempt _____

_____ (hereinafter referred to as "the Bidder") from depositing with the Corporation, in cash the sum of Rs. _____ (Rupees -----
_____ only) being the amount of security deposit payable by the Bidder to the Corporation under the terms and conditions of the Agreement dated this _____ day of _____ 20. and made between the Corporation as ONE PART and the Bidder as the OTHER PART (hereinafter referred to as "the Said Agreement") for _____ as security for the due observance and performance by the Bidder on the terms and conditions of the said Agreement, on the contract furnishing to the Corporation, a Guarantee in the prescribed form of a Nationalized Bank / Schedule Bank in India, being in fact these presents in the like sum of Rs. _____ (Rupees _____ only).

We _____ Bank / Limited registered in India under _____ Act and having one of our local head offices at _____ do hereby

1. Guarantee to the Corporation
 - a. Due performance and observance by the Bidder of the terms covenants and conditions on the part of the Bidder contained in the said Agreement.
 - b. Due and punctual payment by the Bidder to CP OFFICE NASHIK of all sums of money, losses, damages, costs, charges, penalties and expenses payable to CP OFFICE NASHIK by the Bidder under or in respect to the said Agreement.
2.
 - a. Undertake to pay to the Corporation on demand and without delay and not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding filed in any court of Tribunal relating there to the said sum of Rs. _____(Rupees _____ only) or such lesser sum as may be demanded by the Corporation from us as our liability hereunder being absolute and unequivocal and agree that :
 - b. The guarantee here in contained shall remain in full and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Corporation certifies that the terms and conditions of the said Agreements have been fully properly carried out by the Bidder.
 - c. We shall not be discharged or released from the liability under this Guarantee by reasons of :
 - a) Any change in the constitution of the Bank of the Bidder, or

- b) Any arrangement entered into between the Corporation and the Bidder with or without our consent;
 - c) Any forbearance or indulgence shown to the Bidder;
 - d) Any variation in the terms covenants or conditions contained in the said agreement;
 - e) Any time given to the Bidder, or
 - f) Any other conditions or circumstances under which, in law, a surety would be discharged.
- d. Our liability herein under shall be joint and several with that of the Bidder as if we were principal debtors in respect of the said sum of Rs. _____ (Rupees _____ only) and

We shall not revoke this guarantee during its currency except with the previous consent in writing of the Corporation.

IN WITNESS WHERE OF the common seal of _____ has been here into affixed this _____ day of _____ 20 .

The common seal of _____ was pursuant to the resolution of the Board of Directors of the Company dated this _____ day _____ of _____ 20 here in affixed in the presence of _____ who in token thereof, have here to set their respective hands in the presence of :

1. _____
2. _____ FOR MOBILISATION ADVANCE

THIS AGREEMENT made the _____ day of _____ 20 between the bank having its Registered Office at _____ hereinafter called "The Bank" which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and permitted assigns of the Part and the CP Office Nashik having their principle office at CP Office Nashik; Mahapalika Bhavan, Almeida Road, Panchpakhadi, Nashik – 400 602 (hereinafter called "CP OFFICE NASHIK" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the Other Part.

WHEREAS, the CP OFFICE NASHIK has awarded a contract for (Name of Work) to _____ having its registered office at _____ (hereinafter call "The Bidder" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns).

AND WHEREAS the Bidder has requested the Bank to give the said guarantee which the bank has agreed to do and the CP OFFICE NASHIK has agreed to give advance to the Bidder of the said amount of Rs.

_____ upon the Bank giving such guarantee.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. in consideration of the CP OFFICE NASHIK having agreed to advance to the contractor an amount of Rs. _____ as aforesaid the Bank hereby agrees to indemnify the CP OFFICE NASHIK without protest or demur upon demand without recourse to the contractors against repayment to the CP OFFICE NASHIK of adjustment out of the contract price not exceeding agreement amount of the said sum of Rs.

2. The decision of CP OFFICE NASHIK as to whether the terms and conditions of the contract have been observed and performed by the contractor and regarding the refund / adjustment out of the full amount of the advance shall be final and binding on the Bank.
3. The Bank hereby agrees that the guarantee herein contain shall not be revoked in any circumstances whatsoever before the day of _____20until the said advance has fully repaid or adjusted and intimation thereof has been given to the Bank by the CP OFFICE NASHIK whichever is earlier.
4. The liability of the bank here under is restricted to the said sum of Rs. _____ and this guarantee will remain in force until the day of _____20unless renewed for a further period as herein after provided. If the Contractors obligation under the contracts are not completed by the said date the bank shall upon demand by the CP OFFICE NASHIK as the cost of the contractor and not with standing any instructions on the contrary from the said contractor provided however, that such renewal/s shall not exceed period/s of one year on each occasion.
5. The liability of the Bank shall expire on the _____ day of 20shall not be entertained unless instituted within 6 months from the said date.

IN WITNESS WHEREOF, MR. _____ being fully authorized to sign and to incur obligations for and on behalf of and in the name of the bank has hereinto set and subscribed his hand at _____ the day and year first hereinabove written.

SIGNED AND DELIVERED BY :

The above named

For and on behalf of bank.

Annexure - 6: Performance Bank Guarantee (PBG) (Draft)

To,
The DCP,
CP Office Nashik

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP: "**Providing 105+95 traffic wardens per day for the period of 3 Months for helping Traffic Police to regulate traffic in NMC Nashik area**")

KNOW ALL by these presents that We ----- of -----
----- Having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the Traffic Police, Nashik in the sum of Rs. _____ for which payment well and truly to be made to the said Traffic Police, Nashik, the Bank binds itself, its successors and assigns by these present. Sealed with the Common

Seal of the said Bank this -----day of -----20.

The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, CP OFFICE NASHIK, Nashik would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the CP OFFICE NASHIK, Nashik as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. CP OFFICE NASHIK, Nashik shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- CP OFFICE NASHIK, Nashik shall also be entitled to make recoveries from the performance bank guarantee the equivalent value of any penalty due to inadvertence, error, collusion, misconstruction or misstatement.
- We undertake to pay to the CP OFFICE NASHIK, Nashik up to the above amount upon receipt of its first written demand, without the Traffic Police, Nashik having to substantiate its demand, provided that in its demand the CP OFFICE NASHIK, Nashik will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to additional 200 days after the contract period and any demand in respect thereof should reach the Bank not later than the above date.

Annexure - 7: Affidavit

(To be executed on stamp paper of appropriate value)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s-----

have abandoned any work on Building/Bridges/Roads etc. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid. Also I declare that neither our firm /company is black listed nor any penal action of de-registration has taken/initiated against our firm/company by any Government /semi-government /Public Sector undertaking/urban local body/municipal Corporation etc.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department, Project implementing agency.
5. I hereby declare that I am fully responsible for above information /documentation. You may initiate legal action against me/above mentioned firm/company if you find that the information/documentation is false or incorrect.

(Signed by an Authorised Officer of the
Firm)

Title of Officer

Name of Firm

DATE

Annexure - 8: Declaration

DECLARATION OF THE BIDDER

I/We, hereby declare that I/We have made myself/ourself thoroughly conversant with the sub-soil conditions local conditions regarding all materials (such as stone, murum, sand. source of water, etc.) and Labour of which I/We have based my/our rates of this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the DCP CP Office Nashik of his duly authorised assistant before starting the work and to abide by his decision.

I/We have gone through the entire contract document carefully.

Signatureof Bidder(s).

Annexure - 9 : Check list for Supporting Document.

Sr. No.	Criteria	Supporting Documents	Attached Yes/No
PQ-1	EMD and Tender Fee	Earnest money deposits is Rs.1,50,000/- and the amount of tender form fee including GST is Rs.3,540/- along with the tender should be deposited on-line as per E- tendering procedure and receipt shall upload in Technical bid.	
PQ-2	EMD	Bank Guarantee for EMD if EMD paid in the form of BG/FDR	
PQ-3	The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Sole Proprietor as the case may be and should be in existence for not less than three years before 31/03/2026	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act. Or Attach Shop Act for sole proprietorship of firm	
PQ-4	The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.	Copy of the PAN Card signed by Authorized Signatory of the Bidder	
PQ-5	The bidder should have in its name GST Registration number in India.	Copy of GST Registration Certificate signed by Authorized Signatory of the Bidder	
PQ-6	Bidder should be based in Maharashtra or have a functional office in Nashik Note : If the bidder, at the time of bidding, does not	Self-Attested Letter confirming address of the Nashik Office	

Sr. No.	Criteria	Supporting Documents	Attached Yes/No
	have a local support office Nashik then an undertaking to be submitted on the bidder's letter head that an office will be opened by the bidder (if selected for the award of the contract) within 1 months from the date of signing of contract.		
PQ-7	Bidder Should have Certificate of Maximum Annual Turnover of last Five years should not be less than Rs. 2,00,00,000/-	CA Certificate with CA's Registration Number/ Seal clearing mentioning the Turnover or Audited Financial Statements	
PQ-8	Bidder should have successfully completed similar type of work Certificate in last Five years.	Similar type work executed (providing Traffic Warden) - Experience Certificate Mandatory	

Sr. No.	Criteria	Supporting Documents	Attached Yes/No
PQ-9	Bank Solvency Certificate of 30 Lakh. Or CA Certified Net worth Certificate of 30 Lakh	Bank Solvency Certificate of 30 Lakh. Or CA Certified Net worth Certificate of 30 Lakh	
PQ-10	The company/firm should have given the training to warden on police ground.	Training Center Certificates and Training Geo Tag Photos	
PQ-11	Candidates who have appeared in Maharashtra State Police Recruitment but not qualified will be mandatory to be appointed as warden on preference – Documents for this criteria	<ol style="list-style-type: none"> 1. Character Certificates of warden candidates 2. Fitness Certificates of warden candidates 3. Non-criminal Record Certificates of warden candidates 	
PQ -12	The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	<p>Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.</p> <p>Also EPF and ESIC return copy/paid challan of at least 150 employees from last 6 months</p>	
PQ-13	The Bidder should submit the PTRC and LWF Certificates	The Bidder Should be registered with appropriate authorities for Professional Tax and Labour Welfare Fund	
PQ-14	The Concerned bidder Should submit the relevant certificates	<p>A) ISO - 9001 : 2015</p> <p>B) ISO - 45001 : 2018</p> <p>C) ISO - 27001 : 2022</p> <p>D) MSME-UDYAM</p> <p>E) LIN Certificate</p>	
PQ-15	The Bidder Should submit the PSARA license	The Bidder Should possess The Private Security Agency Regulation Act (PSARA), 2005 license.	
PQ-16	Bidder or any of its partners should not be black-listed and/or barred by any government agency/undertaking and/or by any of the competent courts for any default at time of submission of bid	<p>Notarized non-blacklisted declaration on Rs.500 by each Company/ Firm / Agency</p> <p>Also Terms and Conditions Acceptance letter on company letterhead</p>	

PQ-16	Additional documents	Scan copies of additional documents with annexure	
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