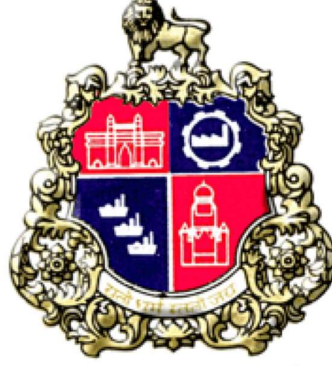


**BRIHANMUMBAI MUNICIPAL CORPORATION**

Office of Chief Medical Superintendent & HOD (SHCS), 7<sup>th</sup> Floor, K.B.Bhabha Hospital Building,  
R.K.Patkar Marg, Bandra(W), Mumbai – 400 050.



**Mahatender ID No.**  
**2024\_MCGM\_1117940**

**TENDER DOCUMENTS FOR**

**“SUPPLY OF COOKED FOOD (DIABETIC, HYPER TENSION, SALT FREE, SALT RESTRICTED, RT FEED) TO THE INPATIENTS**

**AT FOLLOWING PERIPHERAL HOSPITALS:**

- 1. K.B.Bhabha Hospital, Bandra**
- 2. K.B.Bhabha Hospital, Kurla**
- 3. V.N.Desai Hospital, Santacruz**
- 4. Sant Muktabai Hospital, Barve Nagar, Ghatkopar**
- 5. M.T.Agarval Hospital, Mulund**
- 6. Hinduhriday Samrat Balasaheb Thackery Trauma Care Hospital, Jogeshwari**
- 7. Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli**

**Documents of:**

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**SECTION 1 :****E-TENDER NOTICE****BRIHANMUMBAI MUNICIPAL CORPORATION**

Office of Chief Medical Superintendent & HOD(SHCS), 7<sup>th</sup> Floor, K.B.Bhabha Hospital Building, R.K.Patkar Marg, Bandra(W), Mumbai – 400 050.

**e- TENDER NOTICE**

**No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites following online tender. The tender copy can be downloaded from BMC's portal <http://www.mcgm.gov.in> under "Tenders" section. However, the bid will be invited through Mahatender portal <https://mahatenders.gov.in> only.

Bidders who wish to participate in the Bidding process must register on the website <https://www.mahatenders.vo.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail ID. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). for registration, enrolment for digital signature certificates and user manual, interested bidders should follow the respective links provided in Mahatenders portal <https://mahatenders.gov.in>.

All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply online by clicking the link "Vendor Registration" under the 'e-Procurement' section of BMC portal. Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.

The administrative, technical and commercial bids shall be submitted online upto the end date & time mentioned below:

<b>Sr. No</b>	<b>Description</b>	<b>Scrutiny Fee (Rs.)</b>	<b>EMD (Rs.)</b>	<b>Start Date and Time of online Bid Downloading</b>	<b>End Date and Time of online Bid Submission</b>
1.	Supply of cooked veg. food (Morning and Evening) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) and breakfast with tea ( In the Morning) and Biscuit and tea in the afternoon (Expected 950 patient per day) for	<b>15,000 + 18% GST</b>	<b>15,71,000/-</b>	<b>27.11.2024 at 11.00 Hrs.</b>	<b>16.12.2024 till 15.00 hrs</b>

a period of 03 Tenure of 11 month each to 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar and 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli				
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**Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.  
Corrigendum if any will be published on BMC Portal and Mahatender Portal only.**

Pre-Bid Meeting : Pre-Bid meeting will be held at 3.00 p.m. on 09.12.2024

Venue :- Office of Hon. Addl. Mun. Commissioner  
(WS), Municipal Head Office, 2<sup>rd</sup> floor,  
Mahapalika marg, Fort,  
Mumbai – 400 001.

The tender document is available on BMC portal (<https://www.mcgm.gov.in>) along with this tender notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>).

**Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full EMD amount online.**

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and Mahatender Portal only. No corrigendum will be published in the local newspapers.

By Order of the  
Municipal Commissioner  
Brihanmumbai Municipal Corporation

Chief Medical Superintendent &HOD(SHCS)( I/c.)

Address for communication and venue for opening of BID:

Office of Chief Medical Superintendent & HOD(SHCS),  
7<sup>th</sup> Floor, K.B.Bhabha Hospita Building, R.K.Patkar Marg,  
Bandra(W), Mumbai – 400 050.  
Telephone No. 022 26406787  
e-mail: [cmsph\\_2006@yahoo.co.in](mailto:cmsph_2006@yahoo.co.in)

**For detailed tender document please scroll down**

Section 2:

**PREAMBLE**

The Brihanmumbai Municipal Corporation invites Tenders from the Bidders dealing in the line for Supply of cooked veg. food (Morning and Evening) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) and breakfast with tea ( In the Morning) and Biscuit and tea in the afternoon (Expected 950 patient per day) at

Following peripheral hospitals:

1. K.B.Bhabha Hospital, Bandra
2. K.B.Bhabha Hospital, Kurla
3. V.N.Desai Hospital, Santacruz
4. Sant Muktabai Hospital, Barve Nagar, Ghatkopar
5. M.T.Agarval Hospital, Mulund
6. Hinduhriday Samrat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari
7. Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli

**SECTION 4 : INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING FOR THE SUPPLY OF MEDICAL EQUIPMENT AND PLANTS AND MACHINERY TO BMC**

1.	The e-Tendering process of BMC is enabled through Mahatender portal ( <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> ). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MTNL Trustline/ SafeScrip/TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document „Bidders manual kit – online bid submission – Three Cover Bid Submission New“ which is available on e-tendering portal of Government of Maharashtra i.e. „ <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> “
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Bidders should submit the receipt of fee paid to process EMD refund. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. So The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.



24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the „Tenders“ section of BMC Portal and on Mahatender portal.
26.	All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link „Vendor Registration“ under the „e-Procurement“ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm“s letter head and received in time. All such manual offers shall be considered as <b>invalid offers</b> and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.
<p><b>SPECIAL NOTE:</b>  TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New“ on -tendering portal of Government of Maharashtra i.e. „<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>“  Bidders who wish to participate in the Bidding process must register on the website <a href="http://www.mahatenders.gov.in/nicgep/app">http://www.mahatenders.gov.in/nicgep/app</a>. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his user name and password to his Mail Id.  Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>)</p>	

<b>SECTION 5: FLOW OF ACTIVITIES OF TENDER</b>	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal& Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the „Tenders“ section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the „e-Procurement“ section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> on or before due date and time prescribed.
7.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of BMC Ward offices Citizens Facilitation Centres (CFCs) by collecting Challan from Office of CMS & HOD (SHCS).
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the BOQ template should be uploaded after filling the relevant columns.
9.	Technical offer, i.e. Packet „B“ of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet „C“ of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online. After finalized L1 bidder, it is necessary to give demonstration of quoted model by L1 bidder.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
13.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Supply of materials described in the specifications and as per terms & conditions.

SECTION 5: **IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS**

Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures” and the “Articles of Agreement” very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

**1. Who can quote :**

A) Who can quote :

1. Only those registered firms/Proprietary concern/partnership concerns/companies having 3 years experience of supply cooked food to the patients in any reputed medical institute having 450 beds capacity/any reputed organization with more than 450 staff.
- Turnover of the firm should not be less than 1.84 cr. in the last 3 consecutive years.
  - Must possess License issued by Public Health Department u/s. 394 under M.M.C. Act 1888.
  - Food Business Operator compulsory submit license & fulfill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and Standards Act, 2006. As prescribed under section 32(1) of FSS Act, 2006.
  - Food Business Operator engaged catering units are under obligation under FSS Act, 2006 to not only obtain FSSAI licenses but also to follow the General Hygienic & Sanitary Practices (GHSP) as stipulated in part V of the Schedule 4 of FSS (Licensing and Registration of Good Businesses) Regulations, 2011.

**RESERVATION FOR MAHILA SANSTHA – Registered MAHILA SANSTHA are qualified to fill and submit the tender.**

50% of the schedule quantity for Registered Mahila Sanstha on fulfilling all the terms and conditions of the tender and if the rates offered by them are lowest, Contract for Supply of Cooked Veg. Food (Morning and Evening) and breakfast with tea (In the Morning) and Biscuit and tea in the Afternoon will be awarded to them.

However, if the rates offered by them in the tender are higher than lowest bidder’s rates then 50% of the reserved the tenders will be

Awarded for Mahila Sanstha, if Mahila Sanstha agrees, to accept the rates quoted by Lowest Bidder in the tender for Supply of Cooked Veg Food (Morning and Evening) and Breakfast with Tea (In the Morning) and Biscuit and Tea in the Afternoon.

If no Mahila Sanstha participated In the Tender or not agree to run the Supply of Cooked Veg. Food (Morning and Evening) and Breakfast with Tea (In the Morning) and Biscuit and Tea in the Afternoon lowest bidder rate, then contract will be awarded to the Lowest Bidder.

No relaxation in any terms and condition of the tender will be made for the Mahila Sanstha.

Additional Mandatory Terms and Conditions for Mahila Sanstha to participate in the tender :

- a) Mahila Sanstha should participate in the tender.
- b) Mahila Sanstha should be registered under the Public Trust Act 1950 or Society Registration Act 1860. Mahila Sanstha shall scan and upload the copy of registration certificate.
- c) Mahila Sanstha should scan and upload the certified copies of last three financial years audit reports.
- d) Mahila Sanstha should upload the proof with the certificate that Mahila Sanstha is working for minimum 2 years in the field of female welfare.
- e) To upload the information about their works, number of members etc.

**B) Turnover :**

The average annual turnover of the bidder during preceding three financial years shall be minimum **Rs. 5,49,72,225/-**. Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET-'A' Administrative).

**C) Experience :**

3 year experience of supplying cooked food to the patients in any reputed medical institute having 450 beds capacity/any reputed organization with more than 450 staff. Bidder/Manufacturer shall provide certified copies of the executed purchase orders along with completion certificates in support of the experience as provided in this clause without disclosing the rates.

The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender documents is downloaded.

	Authorization letter of authorized representative shall be uploaded in packet 'A'.
2.	<p><u>Call</u>  <b>1st Call (Fresh Call)</b>  <b>1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item.</b></p> <p><u>2nd Call</u>  2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.</p>
3.	<p><u>Extension.</u>  <u>1st Extension</u>  1st Extension is extension of bid submission date and time to the 1st Call/2nd call without changing Tender Conditions except for Bidding Schedule.  1st Extension is provided in following cases:  a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons.</p> <p><u>2nd Extension</u>  2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases:  a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons</p> <p><u>3<sup>rd</sup> Extension.</u>  3<sup>rd</sup> Extension is extension of bid submission date and time after end of the 2<sup>nd</sup> Extension without changing Tender Conditions except for Bidding Schedule. 3<sup>rd</sup> Extension is provided in following cases:  a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons.  The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>
4.	<p><b><u>Amendment to tender documents</u></b>  Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/ corrigendum/ clarification and upload it in Packet 'A'.</p>
5.	<p>The tenderers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.</p>

6.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
7.	<p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per annexure –3.</p>
8.	Bidder / his principle manufacturer shall not have been debarred/ black listed by B.M.C. / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
9.	<b><u>Tender Price</u></b> Tender price is mentioned in tender notice and shall not be refundable.
10.	<b><u>Validity</u></b> The validity of the offer should be for at least 180 days from the date of the opening of the tender.
11.	<p><b><u>Payment of Earnest Money Deposit (E.M.D.).</u></b></p> <p>The tenderer shall have to pay EMD of <b>Rs 15,71,000/- online</b> only. The vendors having standing deposit shall also have to pay the full EMD amount online.</p>
12.	<p><b><u>Refund of E.M.D.</u></b></p> <p>E.M.D. of bidder except L1 and L2 will be refunded after recommendation Sanctioning Authority of tender committee. However refund of EMD, such bidder will not have any claim for award of contract. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder.</p> <p>However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p>

	<p style="text-align: center;"><b>OR</b></p> <p>The EMD of the tenderer who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC.</p> <p>In case of successful bidders paying 5% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted DD (Online) in lieu of 5% contract deposit.</p>
<b>13.</b>	<p><b><u>Acknowledging communications</u></b></p> <p>Every communication from the CMS&amp;HOD(SHCS), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p>
<b>14.</b>	<p><b><u>Where and how to submit the tender</u></b></p> <p>The tender documents with details as specified in the tender notice must be submitted online in tender section of B.M.C. as per the instructions available on B.M.C. Portal for online submission of e- tender.</p>
<b>15.</b>	<p><b><u>Documents to be uploaded:</u></b></p> <p>Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazzetted officer of the State/Central Government or from the Officer of BRIHANMUMBAI MUNICIPAL CORPORATION not below the rank of Assistant Engineer/Administrative Officer before scanning &amp; uploading the same in Packet –A &amp; B.</p>
<b>16.</b>	<p><b><u>Authentication for documents</u></b></p> <p>The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the contractors' dues.</p>
<b>17.</b>	<p><b><u>Translation of certificates</u></b></p> <p>If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>
<b>18.</b>	<p><b><u>Sign and seal</u></b></p> <p><b>Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</b></p>

	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.
	ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.
	iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.
<b>19.</b>	<b><u>Name of Partners</u></b>	All tenderers must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.
<b>20.</b>		Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.
	(A)	If it is found that firms as described in clause 20 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
	(B)	If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.
	(C)	If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.
<b>21.</b>	<b><u>Unconditional offer</u></b>	Tenderers shall quote a firm & unconditional offer. <b><u>Conditional offers shall not be considered and shall be treated as non-responsive.</u></b> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
<b>22.</b>	<b><u>Contradictory Clause in tender</u></b>	Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order"



	"Rates subject to market fluctuations" etc. will be rejected outright.												
23.	<b><u>Alternative clauses in tender</u></b> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.												
24.	<p><b><u>Rejection:-</u></b> The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless,</p> <table border="1"> <tr> <td>A)</td> <td>It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:</td> </tr> <tr> <td>i)</td> <td>Tender from and annexures as stipulated in Packet A, Packet B, item data in packet 'C'.</td> </tr> <tr> <td>ii)</td> <td>Name and Address of all the partners as given in the tender.</td> </tr> <tr> <td>iii)</td> <td>A certified copy of the Goods and Service tax Registration certificate is produced along with the tender if applicable.</td> </tr> <tr> <td>iv)</td> <td>Past performance report is furnished in packet 'B'.</td> </tr> <tr> <td>v)</td> <td>The drawings/ literature brand, make and year of manufacturers, ISI registration number as applicable are furnished.</td> </tr> </table> <p>B) Stipulated validity period less than 180 days.</p> <p>C) Stipulated its own terms and conditions.</p> <p>D) Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>	A)	It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:	i)	Tender from and annexures as stipulated in Packet A, Packet B, item data in packet 'C'.	ii)	Name and Address of all the partners as given in the tender.	iii)	A certified copy of the Goods and Service tax Registration certificate is produced along with the tender if applicable.	iv)	Past performance report is furnished in packet 'B'.	v)	The drawings/ literature brand, make and year of manufacturers, ISI registration number as applicable are furnished.
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25.	<p><b><u>A. Firm price</u></b> The prices quoted shall be firm and no variation will be allowed on any account whatsoever.</p>												
26.	<p><b><u>Variation in rate</u></b> Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>												
27.	<p><b><u>The Three Packet system</u></b> The tenderer should upload tender in three Packets (Packets) system as below, so as</p>												

to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself. All the documents should be strictly uploaded in PDF format.

If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & 'B' at the time of Bid Submission then the tenderer shall submit the same online in Mahatender Portal within 7 working days from the date of intimation from BMC.

If the information of shortfall documents asked by concerned BMC officer through Mahatender portal is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as noncompliance of the shortfall from the tenderer end and his offer will be treated as non-responsive.

The tenderer shall not disclose/quote the rate of the items in packet A/B (Bill of Entry, Purchase Order) (Any price/Rupees/Amount should be masked). The document where price/rupees/amount are not masked will not be accepted and item will be considered Non-Responsive.

The tenderer must scan and upload the currently valid documents including the due date and time of tenderr.

All Annexure(s) shall be physically signed as per their respective conditions and uploaded.

All addendums/corrigendum shall be uploaded along with tender document.

A. **Packet – 'A' Administrative Bid':**

**Documents to be submitted in the Packet 'A':**

- a) Valid Bank Solvency Certificate for minimum of **Rs. 30 Lakhs** issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than **06** months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.

**SOLVENCY CERTIFICATE CHART:-**

Sr. No.	Estimated Cost in Lakhs	Solvency Certificate Vaule
1	Above 300	30 Lakhs
2	Above 100 to 300	20 Lakhs
3	Above 50 to 100	15 Lakhs
4	Above 25 to 50	10 Lakhs
5	Above 10 to 25	05 Lakhs
6	Above 05 to 10	02 Lakhs
7	Upto 05	01 Lakhs

	b)	GST Registration Certificate (of Tenderer): GST registration certificate along with Deposit receipts (Challans) of previous 3 months of Tenderer shall be attached.
	b)	Chartered Accountant's Certificate for turnover of the tenderer for preceding three financial years.
	c)	The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co-operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking .
	d)	Certified copy of latest partnership deed in case tenderer is a partnership firm. Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head Office before Execution of Contract.
	e)	Firm/Company/Sanstha Registration Certificate. i.e.
	i)	Power of attorney in case of Partnership firm/Public Limited Company/Private Limited Company/Society/Government undertaking.
	ii)	Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.
	f)	iii) <b>Note:-</b> The Registered Power of Attorney if any registered with Chief Accountant (BMC) will be accepted.
		The tenderer shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure 3.
	g)	Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure 1.
	h)	Tenderer shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3 & 3-A,4,9(A,B,C),11,12,13, 14 & 15 only from Mahatender Portal to participate in tendering process. Bidder shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.
	i)	Agreement of Integrity Pact as per Annexure-14 (duly signed and stamped on Rs.200/- stamp paper)

**Note: Documents mentioned at Sr. No. (b), (c) & (f) above shall not be applicable in case of foreign bidders.**

**Note :-**

- (Scrutiny of this Packet will be done strictly with reference to only scanned copies of documents uploaded online)
- The bidder shall upload the original documents duly scanned on or before the due date and time of the submission.
- The bidder must ensure that the uploaded documents shall be clean and readable.
- The bidder shall not disclose/quote the rates of items in Packet 'A& B'. In case of such indication of rate by the bidder in this packet, the tender shall be rejected outrightly and the EMD will be forfeited.
- If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. **Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.**

If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by BMC, for such lapses within given period, BMC shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and **their offer will be treated as non responsive.**

- Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC centre of BMC and to produce the payment receipt physically.

B)	<p><b><u>Packet 'B' (Technical Bid):</u></b></p> <p><b><u>Documents to be submitted (Common for Indian as well as Foreign Bidders) :-</u></b>  The e- Packet 'B' shall contain the copies of the following documents:-</p> <ol style="list-style-type: none"> <li>1. Technical offer with scope of supply without indicating price (Annexure 5,6,7,8,10)</li> <li>2. Copy of valid certificate as mentioned in General Conditions (Technical specifications) of the tender.</li> <li>3. <del>Technical Brochure for quoted model having technical specifications.</del></li> </ol> <p><b><u>Note :-</u></b></p> <ul style="list-style-type: none"> <li>• (Scrutiny of this packet will be done strictly with reference to <u>only</u> the scanned copies of original documents uploaded on-line e- tenders)</li> <li>• The tenderer shall not disclose/quote the rates of items in Packet 'B'. In case of such indication of rate by the tenderer in this packet, the tender shall be rejected out rightly and the EMD will be forfeited.</li> <li>• The tenderer must scan and upload the <del>following</del> above currently valid documents on/or before the due date and due time of tender.</li> <li>• If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. <b>Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.</b></li> <li>• If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by BMC, for such lapses within given period, BMC shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and <b>their offer will be treated as non responsive.</b></li> <li>• Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to</li> </ul>
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	pay penalty amount directly to any CFC centre of BMC and to produce the payment receipt physically.
C)	<b>Packet – 'C' (Commercial Bid)</b> The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.
	Packet C will be automatically generated as per item data. Tenderer(s) shall fill item wise rates for all the items mentioned in the item data tab. Tenderer(s) shall also give the breakup of tax structure loaded in the quoted prices in tender Packet B i.e. the percentage of various taxes & duties without disclosing the basic price for the machine/equipment. Accordingly, the price quoted should be in the same currency for all the items quoted.
<b>28.</b>	<b><u>TAXES &amp; DUTIES</u></b>
	<p>1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes &amp; duties clearly &amp; understood that BMC will not bear any additional liability towards payments of any Taxes &amp; duties.</p> <p>2. If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any.</p> <p>3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation.</p> <p>4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p>

	<p>For compliance of the same, the bidder/tenderer shall upload the undertaking as per annexure A in folder B.</p>
	<p>If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.</p>
29.	<p><b>Pre-bid Meeting:</b> If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice.</p> <p>Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.</p> <p>The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.</p> <p>Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works &amp; tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.</p>
30.	<p><b><u>Procedure for the opening of the tender:</u></b></p> <p><b>Packet-‘A’</b> (Administrative bid) will be opened online on the due date and due time as stated in the header data when the tenderer or his authorized representative will be allowed to remain present. Packet ‘B’ will be opened only if administrative offer in Packet ‘A’ is acceptable. Packet ‘C’ will be opened only if the administrative &amp; technical offer in Packet ‘A &amp; B’ is acceptable. In case the administrative and technical offer in Packet ‘A’ &amp; ‘B’ is found not acceptable or found incomplete, then Packet ‘C’ will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Packet ‘B’ &amp; ‘C’ will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>
31.	<p><b>Acceptance of Tender:-</b></p> <p>The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidders and to relax/stringent any of the conditions of the tender without</p>

	assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.
32.	<p><b><u>Penalty</u></b>  If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(Health)/ CMS&amp;HOD(SHCS) shall exercise his discretionary power either :-  To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to <u>supply of Morning Tea with Breakfast, Cooked Food in the Noon, Tea with Biscuits in the evening and Cooked food in the Night</u> as aforesaid per week or part thereof during which the supply of Morning Tea with Breakfast, Cooked Food in the Noon, Tea with Biscuits in the evening and Cooked food in the Night of such food may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from BMC.</p> <p style="text-align: center;"><b>OR</b></p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
33.	<p><b><u>Consequence of inferior supply</u></b>  if any Tea, Breakfast' or Cooked Food etc. is found on inspection to be injurious to health or substandard quality the licensee shall replace the eatables or articles food or drink etc. Immediately at the cost &amp; risk of the licensee and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit &amp; Contract Deposit of the Licensee shall be forfeited &amp; the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit &amp; Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.</p>
34.	<p><b><u>Blacklisting</u></b>  The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted  <span style="display: block; text-align: center;">OR</span> ii) If it becomes responsive on the basis of submission of bogus certificate/information.  <span style="display: block; text-align: center;">OR</span> iii) In case of non-supply of food or supply of substandard quality or supply of food found.</p>
35.	<p><b><u>Contract:</u></b>  Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Licensee, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.  The 'Contract Document' means the entire document along with any attachments and</p>



	<p>all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p> <p>The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Tenderer must distinctly understand:</p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p>
36.	<p><b><u>Contract Deposit:-</u></b>  Contract Deposit shall be paid by the <b>successful Tenderer and it shall be retained till the completion of contract period.</b></p> <ol style="list-style-type: none"> <li>1) Contract Deposit shall be @ 5% of contract value.</li> <li>2) Contract deposit in the form of online &amp; same will be retained upto completion of Annual Maintenance Contract /Comprehensive Maintenance Contract period.</li> </ol>
37.	<p><b><u>Refund of contract deposit</u></b>  Contract deposit will be refunded only after completion of 3 ½ years of contract period.</p>
38.	<p><b><u>Execution of contract</u></b>  In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and CMS&amp;HOD(SHCS) should be informed accordingly.</p> <p>In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and CMS&amp;HOD(SHCS) should be informed accordingly.</p> <p>Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 30 days from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</p> <p>Further A fine of Rs.1000/- per day will be imposed for maximum 15days for submission of contract document.</p>

	After that EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.
39.	<p><b><u>Payment of legal and stationery charges:</u></b>  These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular.  This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p>
40.	<p><b><u>Stamp duty:-</u></b>  The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.  The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows.  <u>0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.</u></p>
41.	<p><b><u>Contract Postponement:</u></b>  Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.</p>
42.	<p><b><u>Secrecy</u></b>  The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.</p>

43.	<b><u>Compliance with security Requirement</u></b> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.
44.	<b><u>Confidential Information</u></b> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.
45.	<b><u>Jurisdiction of courts</u></b> In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
46.	B.M.C.. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25,000/-. The details of 'Procurement Redressal Committee' are given in Annexure-15. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Procurement Redressal Committee.
47.	<b>The Municipal Corporation reserves its right to inspect the Cooking premises of the company as and when required.</b>
48.	<b>All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.</b>
<b><u>TERMS AND CONDITIONS</u></b>	
49	1. Only those registered firms/proprietary concern/partnership concerns/ companies having, <b>3 year experience of supplying cooked food to the patients in any reputed medical institute having 450 beds capacity/any reputed organization with more than 450 staff and turnover of the firm should not be less than Rs. 2,01,01,620/- in the last 3 consecutive years</b> will be eligible to submit the tender online.
	2. Staff The Tenderes should have experience of supplying cooked food to the patients in any reputed medical institute having 450 beds/any reputed organization with more than 450 staff. The E- Tenderer shall provide the cooked food thali & breakfast with tea & tea with biscuits on all days of the week including Sunday, public holidays during the contract period.

3.	<p><b>Time of supply :</b></p> <p>Successful E-Tenderer must supply cooked food Thali to inpatient of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Barve Nagar, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli at 11.30 a.m. in the morning &amp; at 7.30 p.m. in the evening &amp; breakfast at 09.00 a.m. in the morning and tea with biscuits in afternoon at 3.00 p.m.</p>
4.	<p>Tenderer should have their own neat and clean kitchen, from the hygienic point of view which will be inspected by the competent authority of the hospital, before awarding contract.</p>
5	<p><b>Order :</b></p> <p>E-Tenderer shall collect order (indent ) for next days diet &amp; breakfast from the office of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli.</p>
6	<p>E-Tenderer must possess License issued by Public Health Department u/s.394 &amp; PAN card , Vendor registration no., experience certificate etc.</p>
7	<p>Details such as names &amp; addresses of partner/Proprietors/managing partner/managing Director/Holder of business must be submitted along with e-tender.</p>
8	<p>E-Tenderer must deposit EMD Rs.15,71,000/- which is refundable only after successful completion of contract period or after submitting Bank Guarantee.</p>
9	<p>If the food supplied is of inferior quality / injurious to health, Municipal Corporation reserves the right to terminate the contract. In such case EMD will be forfeited.</p>
10	<p>If the E-Tenderer fails to supply food &amp; breakfast for any reason to 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli. then those hospitals will make the necessary arrangement of supplying food &amp; breakfast from the nearby restaurant / caterer. In such case the difference in food cost &amp; 15 % supervision charges will be deducted from the bill.</p>
11	<p>The bill will be paid on monthly basis as per BMC norms and procedures</p>
12	<p>The E-Tenderer shall bring the cooked food to hospital at their own cost.</p>
13	<p>The E-Tenderers shall not change the rates of cooked food thali &amp; breakfast &amp; tea during the contract period.</p>

14	The Cooked Food Thali must have the food items as per specifications mentioned in the e-tender .
15	The rate quoted should be inclusive of all applicable taxes i.e. GST
16	In case of any dispute, decision of A.M.C. (W/S) / Dy. Municipal Commissioner(PH) / CMS&HOD(SHCS) shall be final & legally binding upon the E-Tenderer
17	The successful E-Tenderer shall submit with corporation written agreement embodying the above terms & conditions
18	Tender is accepted only after recommendation and approval of Competent Authority.
19	The initial period of tenderer is 11 months only from the date of entering into the contract. The tender will however be renewed for further period of 2 tenure of 11 months each at the discretion of competent Municipal Officer not below the rank of Dy. Municipal Commissioner (PH)/Addl. M.C. (W.S.) on his agreeing with the terms and conditions and provided the services rendered by the tenderer are satisfactory during the contract period.
20	The eatables and articles of food and drinks etc. shall be inspected from time to time and if any eatables or articles food or drink etc. is found on inspection to be injurious to health or substandard quality the licensee may become liable to pay a penalty of Rs. 1000/- on each occasion and/or communicated by the CMO/MS of the 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar 5) M.T.Agarwal Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli. on each occasion.
21	<b>The Tenderer shall deposit with the Municipal Corporation of Greater Mumbai 5% of the contract value as Security Deposit in Demand Draft or by way of Bank Guarantee (not to bear interest) for the due observance and performance of the terms and conditions etc. This amount of Security Deposit shall be forfeited by the Corporation in the event of the Tenderer committing any; breach in the observance and performance of these terms and conditions etc. and the Contract shall stand terminated automatically. If the Tenderer shall have duly and faithfully observed the terms and conditions etc. of the agreement and have satisfied all claims properly chargeable against them hereunder up to the date of .....will be returned to the Tenderer.</b>
22	The tenderer shall prevent any disorder in the premises.
23	<b>Space for Cooked food receiving will be given to the Tenderer.</b>
24	The tenderer shall be responsible for any misconduct on the part of his servants or any Nuisance caused directly or indirectly by them.
25	In all case of dispute, the decision by the competent Municipal Officer not below the rank of Dy. Municipal Commissioner (PH) /Additional Municipal Commissioner (WS) shall be final and binding upon the licensee.

26	The licensee shall not assign, transfer or sublet the right and liberties hereby granted to take any new partner or partners with item without the prior consent of Municipal Officer not below the rank of the Additional Municipal Commissioner (WS) in writing.
27	The tenderer shall mentioned in tender form information about his past experience in catering, specifically mention whether they have undertaken such contracts with any public bodies, companies etc. supported by testimonials. Tenderer shall also furnish by indicating their financial support by way of solvency certificate of bankers.
28	The agreement of food contrives to be enforced until terminated by one calendar month in writing from either side.
29	Details of the partnership such as name, addresses and any special qualification must be submitted along with tender.
30	The licensee shall be entering into the agreement with the Corporation embodying the above names and condition and all cost incidentals their shall be borne by the licensee.

Signature of the Tenderer/Contractor  
Address:-

**Check list of Documents to be uploaded in PACKET A and PACKET B as per the order given below.**

<b>Sr No</b>	<b>PACKET A Description of Document</b>	<b>Sr No</b>	<b>PACKET B Description of Document</b>
1	Annexure – 1 Particulars of the Tenderer	1	Annexure -8 Experience Certificate
2	Annexure – 2 Tender Form - Form of undertaking of Mandatory Conditions	2	Annexure 8A – Statement of experience certificate
3	Annexure -3 Undertaking to be signed by the Tenderer	3	Valid License u/s. 394 issued by Public Health Department of BMC under MMC Act 1888.
4	Annexure -9 Authorization letter for attending tender opening	4	Total Annual Turnover Certificate of last 3 consecutive years
5	Annexure -12 Instructions to the tenderer and Articles of Agreement duly signed	5	certified copies of the Executed orders along with completion certificates in support and performance certificates of the experience.
6	Annexure-13 List of Bank	6	Annexure-7 PRO-FORMA for uploading details of EMD, Annexure-3
7	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)		
8	Firm, Company, Sanstha Registration Certificate		
9	Partnership Deed		
10	Power of Attorney to sign the tender		
11	Solvency Certificate		
12	C.A.'s certificate for turn over of the tenderer		
13	Pan Card with Photograph.(Only for Indian Bidder)		
14	GST registration Certificate. (Only for Indian Bidder)		
15	Valid Registration Certificate under EPF & M Act 1952		
16	PPF Registration No.		
17	Valid Registration Certificate under (ESIC) Act 1948		
18	Employees State Insurance Scheme (ESIS) Registration No.		
20	Annexure-14 Pact of Integrity		
21	Annexure-15 Grievance Redressal Mechanism		

**Full Signature of the tenderer with Official Seal & Address**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**

**Mahatender ID No. 2024\_MCGM\_1117940**

e-Tender Form

(To be uploaded in PACKET A)

To,

Municipal Commissioner,  
BMC.

Sub : Supply of Cooked Veg.food (Thali system) 2 times (Morning & Evening) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) & breakfast with tea in the morning & tea with biscuit in the afternoon to the inpatient at 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli

We do hereby offer to provide Daily Veg. food (2 times morning & evening on thali basis) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) & breakfast & tea with biscuits as per Annexure "B" to the inpatient at 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli on basis as indicated below for the same & also supply as may be approved eatables.

We have carefully inspected the premises & have gone through the term & conditions. General Directions to the E-Tender important conditions of the e-Tender & schedule of articles & daily menu of inpatients to be supplied by me/us to 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli. I /We hereby agree to abide by the said terms & conditions etc.

We request you not to enter into an agreement with any other person or persons for the above rights for which the present tenders is submitted until notice of non-acceptance of this e- tender has been first communicated to me/us & in consideration of your agreeing to retain from so doing. I/We agree not to withdraw the offer constituted by this e-tender before the date of communication to me/us of such notice of non-acceptance. If I/we withdraw the E-Tender before the said date or in the event of your accepting my/our E-Tender & fail to execute formal contract on payment of the prescribed security deposit, within a month from the date of intimation to that effect from Municipal Authority,



the E-Tender deposit paid by me/us as aforesaid shall be liable to be forfeited.

I/We hereby agree to pay all the charges of whatsoever nature in connection with preparation stamping & execution of the said agreement to be prepaid by the Law Officer of the Corporation.

I/We also agree to keep this E-Tender for acceptance for a period of 1 year (11 months) from the date of fixed for opening the same & not to make any modification in terms & conditions which are not acceptable to the corporation.

As regards my/our experience the necessary testimonials, true copies of which enclosed herewith.

I/We also declare that I/We have the experience of the canteen and /or Eating House as prescribed under condition No. 1 & if it is found that this information is not correct, my/our E- Tender deposit paid by me/us stands forfeited.

I/We also further agree to abide by the rules & regulations in respect of all Labour laws such as P.F. Act & workman's compensation Act E.S.I.C. Act. Shop Esst.Act & various laws of the Govt. Authorities from time to time & submit the returns to the authority concerned regularly & M.C.G.M. will be solely responsible if any breach committed by me/us & I/we will be solely responsible for the consequences of any breach of on this behalf.

Signature of the authorized person with seal and rubber stamp of Proprietary concern/Partnership Concern/Company.

Address of the firm :

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-----

I/we hereby offer Rate of Rs. \_\_\_\_\_ (in words Rs \_\_\_\_\_) per Thali (Two times) & breakfast with tea(Morning) & tea with biscuits(Afternoon) per patient per day.

Signature of authorized person with Seal and Rubber Stamp of Proprietary Concern/partnership Concern/company.

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**

**Mahatender ID No. 2024\_MCGM\_1117940**

**FORM OF e-Tender**

Sub : Supply of Cooked Veg.food (Thali system) 2 times (Morning & Evening) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) & breakfast with tea in the morning & tea with biscuit in the afternoon to the inpatient at 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli

I/We ..... (Full name of capital of capital letters with surname) the proprietor /managing partner/Managing Director /Holder of business for establishment/Firm/registered company named herein below do hereby offer to supply Cooked Veg. Food Thali & Breakfast& Tea with biscuits at 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli as per specification referred to in the quotation notice at the rate of Rs. .... per thali.

I/We have paid necessary EMD Rs. 15,71,000/- on line vide receipt No..... dated .....

I/We also agree to keep this E-Tender open for acceptance for a period of at least 6 calendar months from the date of submission thereof.

Xerox copies of receipt towards payment of EMD & License from health department issued u/s 394, PAN card, Vendor Reg, No., Experience certificate etc. are attached herewith.

I/We also agree that if the information given in the E-Tender form is found to be incorrect, my/our quotation shall be liable to rejected outright & EMD paid by me/us will stand forfeited.

I/We further agree that in the event it is revealed subsequently after the allotment of contract/work to me/us, that any information given by me/us in this Tender falls or incorrect, I/We shall unconditionally compensate the BMC for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we will agree and undertake that I/we shall not claim in such case an amount, by way of damages or compensation for such cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.

Details of my/our firm/establishment are as follows :

Name and Address:-

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List of documents enclosed –

- 1) Attested copy of receipt showing Earnest money paid. : Yes/No
- 2) Attested copies of experience Claimed. : Yes/No
- 3) Attested copies of the certificate Showing grade of the eating houses Claimed in experience. : Yes/No
- 4) Attested copies regarding 2(b) and 3(b) above if, applicable. : Yes/No
- 5) Attested copies of Food License U/s. 394 of MMC Act, :Yes/No

Signature of authorized person with Seal and Rubber Stamp of Proprietary concern/partnership Concern/company.

# BRIHANMUMBAI MAHANAGARPALIKA

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**

**Mahatender ID No. 2024\_MCGM\_1117940**

## ANNEXURE – “ B”

### Specifications of Food :

Type of Food	Details of Articles	Quantity Required (Raw Weight)		Approx. patient per day
		Morning	Evening	
Thali System (Vegetarian)	Rice	40 gms.	40 gms.	950 patients (Moongdal Khichdi is required only for paediatric patients & soft diet patients.)
	Chappati (02 nos.)	60 gms.	60 gms.	
	Vegetables	100 gms.	100 gms.	
	Dal	45 gms.	45 gms.	
	Curd	50 gms.	50 gms.	
	Lime (One small piece)	30 gms.	30 gms.	
	Pulses (raw weight)	25 gms.	Not required	
	Salad (carrot + beet + cucumber)	85 gms.	85 gms.	
	Soft bland Rice and Moongdal Khichdi	45 gms.	45 gms.	
	Mixed Vegetable Soup	Not required	200 ml.	
Breakfast	Boiled Egg	01 Nos. 60- 61 gm	Not Required	Anyone Item of breakfast at one time at an alternate day. Egg to be provided daily as per requirement.
	Poha with peanuts or Upma with Uraddal (raw weight) or Dalia with green peas	40 gms. 40 gms. 40 gms.	Not Required	
	Idli (3 Nos.) with Coconut Chutney	102 gm. + 2 TBSP 70 gm	Not Required	
	Banana	01 no. (Daily) 100 – 135 gm	Not Required	
	Sweet lime for Diabetic	As per requirement (150-225 gm)	Not Required	
	Tea (with Biscuits)	Morning & Afternoon one cup of tea (150 ml) with biscuits (18 gm) in Afternoon. (Biscuits with no added sugar 1 packet/patient for Diabetic Patients).		

	Supply of Sugar Free Biscuits (65 gms) for Diabetic Patients	
	In Evening instead of Biscuits for Paediatric Patients Rawa Sheera (Raw Weight 30 gm)	
Enteral Nutrition (Enteral Blenderized feed)	Made of Rice, Dal, Egg, Sugar, Oil, Milk, Fruit (Banana), Sago, Vegetables. It should be provided daily in Morning & Evening. Quantity: 500 ml. per patient.	As per requirement.
Therapeutic Diet as advised by Medical Fraternity should also be supplied as per patients need (e.g. Diabetic, Hypertension, Salt Free, Salt Restricted, Liquid Diet, Renal Diet, Hepatic Diet etc.)		
For High Protein Diet per patient 2 Eggs + 2 Banana daily		As per requirement

**Signature of the Tenderer  
with official Seal & Address.**

**ANNEXURE -1**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**

**Mahatender ID No. 2024\_MCGM\_1117940**

Particulars about the tenderer- (Specimen copy)

**(To be uploaded in Packet 'A')**

Date:-.....

(Following information to be submitted along with tenders (**in Packet 'A'**) as detailed herein below on the **letterhead of the tenderer**. Put a tick mark where applicable. Write N.A. where not applicable. All fields are necessary)

1. Name & Address of the tenderer.
2. Address of service centre.
3. Names and addresses of all the partners.
4. e-mail address of the firm.

1. Name of the Power of attorney holder

The detailed address and telephone numbers / mobile numbers / Fax Number are as below. The list of staff working in our service has adequate experience of running Nurses Mess is given below.

Sr. No.	Name, Address, Telephone, Mobile Number, Fax Number of service engineers and staffs	Qualification	Designation

2. Total annual turnover in the last Financial Year of tenderer.
3. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
  - iii) If so, furnish photo state copy of Certificate of Registration.
  - iv) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
  - v) In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
  - vi) Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).
4. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.

18. Bank Details:-

- a. Bank details of tenderer as applicable.

I/We have carefully gone through the tender requirement/specifications, we are confident to fulfill the

exact requirement asked for as a manufacturer along with the required documents to be provided along with the tender. I/we assure for the same and accordingly I/We are participating in this tender process.

I/We have carefully gone through the tender documents and the term and conditions mentioned therein & are all acceptable & agreeable in entirety to me/us.

**Full Signature of the tenderer with  
Official Seal & Address**

**Annexure -2**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

**Tender Form**  
**(To be uploaded in PACKET A)**

To,

The Municipal Commissioner  
Municipal Corporation of Greater Mumbai

Sir,

1. I / We.....(full name in capital letters starting with surname), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to ....

- 1) Invitation to Tenderers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) Important General Conditions and Instructions to tenderers
- 5) Items Descriptions
- 6) Scope of supply
- 7) Contract Agreement form (Proforma for Article of Agreement)
- 8) Annexures
- 9) Details of the Item Data :- (Rate to be filled by tenderer in commercial offer)
- 10) Minutes of pre bid meeting,
- 11) Corrigendum if any

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data.

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for INR..... and we are aware that this EMD shall not bear any interest till it is with BMC.

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

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.



- 6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
- 7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

**Full Signature of the tenderer with  
 Official Seal and Address.**

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

Full Names and Residential Address  
 of all the partners constituting  
 The firm:

- 1. ....  
 .....  
 .....
- 2. ....  
 .....  
 .....
- 3. ....  
 .....

A/c. No.....  
 Name of the Bank.....  
 Name of the Branch.....

Annexure – 3

Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024  
Mahatender ID No. 2024\_MCGM\_1117940

Undertaking to be signed by the tenderer

(To be uploaded in PACKET A)

**AFFIDAVIT**

To  
The Municipal Commissioner  
Municipal Corporation of Greater Mumbai  
Sir,

“I/ we .....  
(full name in capital letters, starting with surname, the Proprietor/ Managing Partner/Managing Director/  
holder of Partner allowing of M/s...../ the Business/ establishment  
/firm/ registered company do hereby, in continuation of the terms and conditions undertaking the Tender  
form and agreed to by me/us give the following undertaking.

- “I/We ..... do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
- I/We .....do hereby state and declare that I/we, whose names are given hereinbelow in detail with the addresses, have not filled in this tender under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the tender for the aforesaid work.
- I/We.....have filled in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
- I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this tender it false or incorrect. I/we shall compensate the Municipal Corporation of Greater Mumbai for any such lapses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”
- I/We .....hereby confirm that I/We will be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the tender after compliance of all the required formalities within the specified time.

- I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within M.C.G.M. also in similar conditions.
  - I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service and abide them throughout the period of contract.
  - I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
  - I / We shall not sublet the work to any agency without prior approval of the BMC.
  - I / We understand and accept that our e-tender/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
    - a) I / We fail to keep the e-tender open as aforesaid,
    - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
    - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
    - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We..... hereby further state and declare that I/We are
- not declared insolvent any time in the past.
  - not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
  - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafideintention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C.
14. I/we further confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of tender or after allotment of

work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.

15. I/We, \_\_\_\_\_ who are proven and reputable manufacturer of \_\_\_\_\_ (Name & description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby certified that do hereby state that I/We have a full-fledged and well established service centre in Mumbai.
16. \* I/We, \_\_\_\_\_ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
17. \*I/We ----- hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

I/We ----- hereby declare that we are not using the energy for production purpose. There are less than 20 employees / Labourers employed in production activity.

As such, the provisions of ESIC Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESIC Act 1948.

(\* Strike out if not applicable)

18. "I/We do hereby further undertake that, we have offered the best prices for the subject service/supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or suab systems in the past one year in the Maharashtra State for quantity variation upto – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within B.M.C. also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.  
I/we solemnly confirm the compliance of all the requirements/ Conditions of the Tender documents.

Full name and complete address with  
Tel.Nos.& E-mail address of all partners( If applicable)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Signature with Date, Name, & designation of Licensee**

**WITNESS:**

(1) Full Name .....  
And Address .....  
.....  
Signature .....

(2) Full Name .....  
And Address .....  
.....  
Signature .....

**Note:-**To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

**ANNEXURE – 6**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

DRAFT AGREEMENT FOR Supply of Cooked Veg.food (Thali system) 2 times (Morning & Evening) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) & breakfast with tea in the morning & tea with biscuit in the afternoon to the inpatient at 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli

Draft Articles of agreement for supply of Veg.cooked food and breakfast with tea to the inpatients 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli during the period from \_\_\_ to \_\_\_ as mentioned in this tender.

Quotation/Tender due on :-

Standing Committee Resolution No.

CASE No. \_\_\_\_\_ of \_\_\_\_\_ -

THIS AGREEMENT MADE ON THIS \_\_\_\_\_ day of \_\_\_\_\_

Two Thousands \_\_\_\_\_ between

Proprietor's or .....

Partners .....

Full Name/s .....

And .....

Addresses .....

In habitant/s of Mumbai carrying on business at \_\_\_\_\_

In Mumbai under the style and name of M/s. \_\_\_\_\_ for and on behalf of himself/themselves, his/her/their heirs/ executors. Administrators and assignees

(hereinafter called “the contractor/s”) of the FIRST PART

AND

1. Dr. \_\_\_\_\_, CMS&HOD(SHCS) which expression are included unless such inclusion is inconsistent with the context or meaning therefore include DMC(PH), Municipal Corporation i.e. Municipal Commissioner and any of officers of Municipal Corporation of Greater Mumbai authorized by Dy. MC(PH)/Municipal Commissioner and shall also include his/her/their successors, administrators and assignees for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (thereinafter called “The corporation”) of the Third Part

WHERE AS the Municipal Commissioner for Greater Mumbai has interalia deputed, under Section 56 and 56(B) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1988 to the Addl. Municipal Commissioner (WS)

AND WHEREAS the Additional Municipal Commissioner(WS) in pursuance of the power vested in him/her under the provision of Mumbai Municipal Corporation Act 1988 and in accordance with the provision of the said Act, invited Tender for running supply of cooked veg. food (Thali system) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) and breakfast with tea & Biscuits to the inpatients of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarwal Hospital, Mulund, 6) Hinduhriday Samarath Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli during the period from \_\_\_\_\_ to \_\_\_\_\_ here to annexed.

AND WHEREAS sealed offer were invited from Only those registered firms/proprietary concern/partnership concerns/ companies having, **3 year experience of supplying cooked food to the patients in any reputed medical institute having 450 beds capacity/any reputed organization with more than 450 staff and turnover of the firm should not be less than Rs. 5,49,72,225/- in the last 3 consecutive years** . The offer of party of FIRST PARTY found to be acceptable.

AND WHEREAS the party of the SECOND PART vide sanction No. \_\_\_\_\_ dated \_\_\_\_\_ have agreed to grant permission to supply the veg.cooked food (Thali system) (Diabetic, Hyper Tension, Salt Free, Salt Restricted, RT Feed) and breakfast with tea &

Biscuits to the inpatients of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli with effect from \_\_\_\_ to \_\_\_\_\_ for the period of 1(11 months) year on the terms and conditions hereinafter appearing:-

AND WHEREAS the parties hereto are desirous to record the terms conditions for which the permissions as aforesaid has been granted by the party of the SECOND PART to the party of the FIRST PART.

AND WHEREAS the parties hereto are desirous to record the terms conditions for which the permissions as aforesaid has been granted by the party of the SECOND PART to the party of the FIRST PART.

NOW THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties hereto as follows:

1. This contract shall be deemed to have commenced as from the \_\_ day of \_\_ two thousand \_\_\_\_\_ and shall continue in force subject to the power of CMS&HOD(SHCS) for the time being to determine the same previously as hereinafter mentioned) until the \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

2. The No. of patients to whom the food etc. is to be served as per the menu specified in the schedule is approximate and MS/CMO of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli may, in her sole discretions and at the rates specified in the schedule, indent for any lesser or larger quantities depending upon the number of patients in the hospital. The articles of food shall be



- prepared from raw materials of unquestionable purity and of the best manufacture.
3. The contractor shall have to obtain the necessary licenses from all the concerned departments like Health, shops & establishment, fire brigade department of BMC within 3 months and pay the license fees accordingly. TRC charges are required to be paid by the Contractor.
  4. The contractor shall pay to the BMC Rs .....towards security deposit which shall not bear any interest. In the event the contractor failed to perform the agreement as per terms & conditions and cause damage and/or loss to licensor, the amount determined for the same by the competent authority of the BMC shall be deducted from the said security deposit and/or security deposit shall be forfeited.
  5. The contractors shall allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required & shall pay charges for analysis of food, which on analysis, may be found to be of sub standard or inferior quality.
  6. Every articles of food shall be first approved by the officers authorized in this behalf regarding their quality, appropriate preparation, taste etc. and such of the articles as will not be properly prepared or of the required taste shall be liable for rejection. The decision of such officer shall be subject to appeal to CMS&HOD(SHCS) whose decision as to whether such article shall be taken or rejected shall be final and binding on the contractors.
  7. In case any of articles of food is rejected under the preceding clause, contractors shall replace same within one hour with other articles of approved quality & taste.
  8. In case the contractors shall at any time during the continuance of these presents, fail to supply any of the articles of food included in the menu when required, as herein provided, or in case they fail at once to replace any article that may be rejected as herein provided, with others of approved quality, MS/CMO of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli shall be at

- liberty forthwith to procure and obtain the same from the open market and the extra cost thereof (if any) and all expenses including supervision charges at 5% of the cost of the articles obtained in all cases of the fault which may be raised to a maximum of 15% in special cases at the discretion of CMS&HOD(SHCS) shall be deducted from any money due or to become due to contractors under this or any other contract between the contractors and the corporation.
9. In case the contractors at any time during the continuance of the present supply any of the articles of cooked veg. food of inferior quality, it shall be competent for the CMS&HOD(SHCS) without prejudice to his other rights and remedies under this agreement, to call upon the contractors to pay such amount not exceeding the cost of the food, milk etc. of inferior quality so supplied plus such further amount not exceeding 30% if the cost as he/she may think proper as liquidated damages for each such default and any such decision of CMS&HOD(SHCS) shall be final and binding upon the contractors who shall be bound to pay such amount forthwith upon the demand made them in that behalf.
10. The contractors shall keep the utensils clean, neat and good sanitary condition at all the time in accordance with the regulations prescribed therefore, by the Ex. Health Officer of the Corporation.
11. The contractors shall obtain necessary permit and license from the Corporation and commissioner of Police and any other Public body or bodies, which it may be necessary for the supply of cooked food to inpatients of the hospital and the contractors shall comply with all the Rules and Regulation prescribed therein.
12. The contractors shall prevent any disorder on the premises and shall be responsible for any misconduct on part of their servants or for any nuisance caused directly or indirectly by them. Contractors shall permit the Municipal authority or authorities at all reasonable times to inspect the cooked food.
13. Contractors shall be responsible for any damage, or injury whatsoever that may be caused at

- any time to any property of the Corporation or to any person or persons including third party while carrying out his business and all such damage, injury or loss to life of property shall be made good and/or as the case may be shall be paid immediately by the contractors to the satisfaction in all respect of MS/CMO of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli.
14. The contractors shall keep the Corporation, their officers and servants harmless and indemnified from the and against all losses, damages, costs, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act 1954. which the Corporation, their officers or servants may sustain, incur or become liable to pay by reasons or in consequence or any injury to any person or to any property either belonging to the Corporation or to a third party whether resulting directly or indirectly through any accident or otherwise to life or property while carrying out this business. Nothing herein contained shall be construed to give to the said contractors any legal or equitable right or interest of any kind whatsoever to the Mun. Premises.
15. The Corporation shall in no way be responsible or liable for any loss, damage or injury caused to the property or person of the contractors or their servants from any cause whatsoever.
16. The contractors shall forthwith at their own cost and expenses comply with any requisitions order on/or notice issued by the CMS&HOD(SHCS)/ Executive Health Officer, or any other competent Municipal Officer of the Corporation, Government or any other public body pertaining to any matter in connection with the running of his business.
17. In all cases of dispute, CMS&HOD(SHCS) decision shall be final and legally binding on the contractors. In case of failure on the part of the contractors at any time during the continuances of this contract to comply with any of the condition herein contained or in case of any portion of this contract, CMS&HOD(SHCS) shall be it liberty absolutely to determine the same by giving to the contractors one calendar month's previous notice in writing of his/her intention

to do so and in such case the said deposit or sum of Rs.-

----- as aforesaid shall be absolutely forfeited to the Corporation having been made by the contractors.

18. All contract charges and expenses in connection with this contract including stamp duty and all other disbursements shall be paid by the contractor.
19. The contractors shall not lend to or borrow or entered into any monetary dealings or transaction either directly or indirectly with any Municipal employees, and if he/they or any of them shall also, CMS&HOD(SHCS) shall be entitled to forthwith terminate this contract and forfeit the deposit without prejudice to the other rights and remedies of the Corporation to claim damages from the contractors for the breach of the contract.
20. The contractor shall abide by all the rules and regulations in respect of the P.F. Act and the Workmen's Compensation Act, Payment of Wedges Act, Factories Act, Good and Service Tax Act prescribed from the time to time by the concerned authorities and shall be solely responsible for any breach thereof.
21. The contractor shall not employ any child labor and shall submit list of workers along with their ages to MS/CMO of 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli. from time to time and as and when any new employee is appointed.
22. The contractor shall make his own transport arrangement to carry the cooked food to the 1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarval Hospital, Mulund, 6) Hinduhriday Samarat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli.
23. The contract shall be liable to be revoked, withdrawn or terminated with 1 month notice in writing without assigning any reason whatsoever when the competent Municipal Officer not below the rank of the CMS&HOD(SHCS) desire to do so.
24. The staff employed for managing the supply of cooked food shall be liable to Medical Examination by Medical Officer of Brihanmumbai Municipal Corporation at the time of employment and at regular intervals thereafter.
25. The initial period of tenderer is 11 months only from the date of entering into the contract. The tender will however be renewed for further period of 2 tenure of 11 months each at the

discretion of competent Municipal Officer not below the rank of Dy. MC(PH)/Addl. M.C. (W.S.) on his agreeing with the terms and conditions and provided the services rendered by the tenderer.

IN WITNESS HEREOF of said contractor and CMS&HOD(SHCS) have herein to get themselves hands, and the seal of the Corporation has been here up to affixed the day and the year first have written.

SIGNED, SEALED & DELIVERED BY

-----

In the presence of

CMS&HOD(SHCS)

1.

2.

SIGNED, SEALED & DELIVERED BY

The said contractor

The common seal of the the Municipal

Corporation of Greater Mumbai,

Was affixed on the \_\_\_\_\_ day of

\_\_\_\_\_

Seal of the  
Municipal Corporation of Greater Mumbai

In the presence of

1.

2.

**(Two members of the standing committee of the**

**Municipal Corporation of Greater Mumbai)**

**Witness : \_\_\_\_\_**

**Municipal Secretary**

CMS&HOD(SHCS)

**Contract examined with one tender and the resolution No. of the the Standing Committee and found correct.**

CMS&HOD(SHCS)

**The common seal of the company if any must be affixed here.**

### Annexure-13

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

1. The following Banks with their branches in Greater Mumbai and up to Virar Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.
2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor/supplier furnishing the Bankers Guarantee.

#### **List of approved Banks**

##### **(A) S.B.I & its subsidiary banks**

1. State Bank of India
2. State Bank of Hyderabad
3. State Bank of Mysore
4. State Bank of Patiala
5. State Bank of Saurashtra
6. State Bank of Travenkore
7. State Bank of Indore

##### **(B) NATIONALIZED BANKS**

8. Allahabad Bank
9. Andhra Bank
10. Bank Of Baroda
11. Bank Of India
12. Bank Of Mharashtra
13. Central Bank Of India
14. Dena Bank
15. Indian Bank
16. Indian Overseas Bank
17. Oriental Bank of Commerce
18. Punjab National Bank

19. Punjab & Sind Bank
20. Syndicate Bank
21. Union Bank of India
22. United Bank of India
23. UCO Bank
24. Vijaya Bank
25. Corporation Bank
26. Canara Bank

**(C) SCHEDULED COMMERCIAL BANKS**

27. Bank Of Madura Ltd.,
28. Bank of Rajasthan Ltd.,
29. Banaras State Bank Ltd.,
30. Bharat Overseas Bank Ltd.,
31. Catholic Syrian Bank Ltd.,
32. City Union Bank Ltd.,
33. Development Credit Bank
34. Dhanalakshmi Bank Ltd.,
35. Federal Bank Ltd.,
36. Indusind Bank Ltd.,
37. I.C.I.C.I. Banking Corporation Ltd.,
38. Global Trust Bank Ltd.,
39. Jammu & Kashmir Bank Ltd.,
40. Karnataka Bank Ltd.,
41. Karur Vysya Bank Ltd.,
42. Laxmi Vilas Bank Ltd.,
43. Nedungadi Bank Ltd.,
44. Ratnakar Bank Ltd.,
45. Sangli Bank Ltd.,
46. South Indian Bank Ltd.,
47. S.B.I. Commercial & Int. Bank Ltd
48. Tamil land Mercantile Bank Ltd.,
49. United Western Bank Ltd.,



- 50. Vysya Bank Ltd.,
- 51. Axis Bank
- 52. Kotak Mahindra Bank Ltd.,

**(D) SCHEDULED URBAN CO-OP BANKS**

- 53. Abhyudaya Co-Op. Bank Ltd.,
- 54. Bassein Catholic Co-Op. Bank Ltd.,
- 55. Bharat Co-Op Bank Ltd.,
- 56. Bombay Mercantile Co-Op. Bank Ltd.,
- 57. Cosmos Co.Op Bank Ltd.
- 58. Greater Mumbai Co-Op Bank Ltd.
- 59. Janata Sahakari Bank Ltd.
- 60. The Mumbai District Central Co.Op Bank Ltd.
- 61. The Maharashtra State Co.op. Bank Ltd.
- 62. New India Co.Op Bank Ltd.
- 63. North Canara GSB Co.Op.Bank Ltd.
- 64. Rupee Co.Op.Bank Ltd.
- 65. Sangli Urban Co.Op. Bank Ltd.
- 66. Saraswat Co.Op.Bank Ltd.
- 67. Shamrao Vitthal Co.Op.Bank Ltd.
- 68. Mahanagar Co.Op.Bank Ltd.
- 69. Citizen Bank Ltd.
- 70. Yes Bank Ltd.
- 71. Punjab & Maharashtra Co.Op.Bank Ltd.
- 72. Thane Janata Sahakari Bank Ltd.

**(E) FORIEGN BANKS**

- 73. ABN AMBRO BANK N.V.
- 74. American Express Bank Ltd.
- 75. ANZ Grindley Bank
- 76. Bank of America NT & SA
- 77. Bank of Tokyo Ltd.
- 78. Banque Indosuez

79. Banque National De Paris
80. Barclays Bank
81. Citi Bank N.A.
82. Hongkong & Shanghai Bank Corporation
83. Mitsui Toiyokbe Bank Ltd.
84. Standard Chartered Bank
85. CHO- Hung Bank
86. HDFC Bank
87. IDBI Bank

PORTAL SBD

**ANNEXURE -7**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

PRO-FORMA for uploading details of EMD and Annexure-3  
(To be uploaded in PACKET B)

1	Name of Tenderer			
2	Name of Supply			
3	Department	1) K. B. Bhabha Hospital, Bandra, 2) K.B.Bhabha Hospital, Kurla, 3) V.N.Desai Hospital, Santacruz(E), 4) Sant Muktabai Hospital, Ghatkopar, 5) M.T.Agarwal Hospital, Mulund, 6) Hinduhriday Samrat Balasaheb Thackrey Trauma Care Hospital, Jogeshwari and 7) Krantiveer Mahatma Jyotiba Phule Hospital, Vikroli		
4	Bid No. & Date Due Date			
5		<b>Details</b>	<b>E.M.D.</b>	<b>Annexure-3 (Affidavit)</b>
	a	Amount Rs.		-
	b	On line Payment.	Yes	-
	c	Date		-
	d	Bank Details:-		-
	e	IFSC Code:-		-
6	Is original Annexure-3 uploaded?	-	Yes	

Full Signature of the tenderer  
with Official Seal & Address

NOTE: PRO-FORMA should be on letter head of the tenderer.

ANNEXURE -8

Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024  
Mahatender ID No. 2024\_MCGM\_1117940  
(To be uploaded in Packet B)

**EXPERIENCE CERTIFICATE**

“M/s \_\_\_\_\_ have supplied their model \_\_\_\_\_ to our institution in \_\_\_\_\_ (month/year). The unit is working satisfactorily and the service support is adequate”.

Signature and designation of the  
Authorized officer issuing certificate

- NOTE:** 1) Experience Certificate in respect of supply of a \_\_\_\_\_ unit to State Government / Central Government or their undertaking / Semi Government Bodies / Local bodies / Large Corporate hospitals - minimum 350 beds (without disclosing rates therein) should be supplied in the above mentioned format.
- 2) The above mentioned certificates which must be valid and current on the due date should be uploaded.
- 3) Experience Certificate should be in the name of Bidder or Manufacturer. Scanned copies shall be uploaded in the Packet “B”.
- Bidder/Manufacturer shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

**ANNEXURE -8 A**

PROFORMA FOR Statement of experience Certificate  
(For the period of last five years)

**Tender No. CMS&HOD/SHCS/ of**  
**Bid No. \_\_\_\_\_**

Tender Reference No. : \_\_\_\_\_

Date of Opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name & Address of the Tenderer: \_\_\_\_\_

<b>Order placed by (Full address of Purchase/ Consignee)</b>	<b>Description and quantity of ordered goods and services</b>	<b>(attached documentary proof)**</b>
1	2	3

**Signature & seal of the Tenderer**

**Note :** Experience Certificate should be in a name of the bidder or manufacturer.

**Bidder shall provide certified copies of the Executed orders along with completion certificates in support and performance certificates of the experience.**

Specify how much quantity of products were supplied to the State Government / Central Government or their undertaking / Semi Government Bodies / Local Bodies/ Large Corporate hospitals - 450 beds as shown below. (Use separate sheet, if necessary)

## **Annexure- 11**

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024**  
**Mahatender ID No. 2024\_MCGM\_1117940**

### **PRE-CONTRACT INTEGRITY PACT**

(On Rs. 500/- Stamp Paper)

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:
  - i. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - ii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
  - iii. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - iv. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Signature of Tenderer/Bidder**

## ANNEXURE – 12

**Tender No. CMS&HOD/SHCS/7420 Dated 26.11.2024  
Mahatender ID No. 2024\_MCGM\_1117940**

### **GRIEVANCE REDRESSAL MECHANISM**

(To be uploaded in Packet 'A')

M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet "A", „B" & „C" can make an application for review of decision of responsiveness in Packet "A", „B" & „C within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

M.C.G.M. shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where M.C.G.M. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of M.C.G.M.

**1 st Appeal by the bidder against the decision of C.E./ HoD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.**

**If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.**

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./ Director of particular department for the first appeal/ grievances by the bidder against the decision for



responsiveness / non- responsiveness in Packet "A", Packet „B" or Packet „C" and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

**This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, - 141 - arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.**

No application shall be maintainable before the redressal Committee in regard of any decision of the B.M.C. relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations. Cancellation of procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of the tenderer with  
Official Seal and Address