

BRIHANMUMBAI MUNICIPAL CORPORATION

Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008



Mahatender ID No 2025_MCGM_1217479_1

TENDER DOCUMENT FOR “SUPPLY OF FOOD, MILK TO THE STUDENT NURSES AND SUPPLY OF TEA TO ON DUTY STAFF NURSES.”

Office of Dean (B.Y.L. Nair Ch. Hospital)

Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008

This tender document consists of:

1.	E-Tender Notice	3-4
2	Header Data	5
3.	Preamble	6
4.	Instructions to Bidders participating in e-Tendering	7-9
5	Flow of activities of tender	10
6	Important General Conditions and Instructions to the Tenderers	11-23
7	Special Conditions to the tenderer	24-27
8	Bill of Quantity/Item Data	28
9	Checklist of documents	29
10	Annexure – 1 Particulars about the tenderers	30
11	Annexure – 2 Tender form	31
12	Annexue – 3 Undertaking to be signed by the tenderer (Affidavit)	32-33
13	Annexure– 4 Contract Agreement form (Proforma for Article of Agreement)	34-41
14	Annexure– 5 PRO-FORMA for uploading details of EMD	42
15	Annexure–6 Experience certificate	43
16	Annexure –7 Form of Integrity Pact	45-51
17	Annexure –8 Internal Grievance Redressal Mechanism	52-53
18	Annexure –9 Details of Litigation History	54
19	Annexure –10 Authorization Letter for attending tender opening	55
20	Special Annexure-1	56
21	Menu list Day wise	57

SECTION 1 :**E-TENDER NOTICE**

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L. NAIR CH. HOSPITAL
DR. A.L. NAIR, MUMBAI CENTRAL, MUMBAI – 400 008

E- PROCUREMENT TENDER NOTICE
No. NTD/MESS/II/1033 Dated- 17.09.2025
Mahatender Id No. 2025_MCGM_1217479_1

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

Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in>. Bidders, whose registration is valid, may please ignore this step. At the time enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id. Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in>

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). For registration, enrollment 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 up to the end date & time mentioned below.

S N	Description	E- Tender Price (Rs.)	EMD (Rs.)	Bid Publish date & time	Start Date and Time of online Bid Downloading	End Date & Time of online Bid Submission
1	E-Tender for Running Nurses Mess for three years at B.Y.L Nair Ch. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses. NTD/MESS/II/1033 Mahatender ID - 2025_MCGM_1217479_1	Rs18,150/- +Rs.3,267/- (18%GST) = 21,417/-	Rs.7,99,963/-	19.09.2025 at 16.00 hrs	30.09.2025 at 16.00 hrs	13.10.2025 at 12.00 hrs

Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.

The pre-bid meeting will be held on 26.09.2025 at 12.00 pm, venue of the same is at Dean(Nair) Board Room, Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. 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 & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

The tenderer shall have to pay EMD of Rs.7,99,963/- through on line payment only.

Note :- No Exemption will be allowed for the tenderers. The tenderers shall have to pay the tender EMD amount through on line payment only.

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 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
Sd/- 17.09.2025
Dean (B.Y.L. Nair Ch. Hospital)**

Address for Communication and Venue for opening of bid :

Office of **Dean (B.Y.L. Nair Ch. Hospital**

DR. A.L. NAIR, MUMBAI CENTRAL, MUMBAI – 400 008

Tel. No. (D) 022-23027368

E-mail:- hc01tender.bylnair@mcgm.gov.in

For detailed tender document please scroll down

SECTION 2: HEADER DATA	
E-Tender No.	NTD/MESS/II/1033
Name of Organization	B.Y.L. Nair Ch. Hospital, Brihanmumbai Municipal Corporation,
Subject	<u>Running Nurses Mess for three years at B.Y.L Nair Ch. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses.</u>
Mahatender ID	2025_MCGM_1217479_1
Contract period	3 Years
Estimate cost	Rs. 3,99,98,160/-
Tender fee of E-Tender	Rs.18,150/- +Rs.3,267/- (18% GST) = 21,417/-
Earnest Money Deposit	Rs. 7,99,963/-
Bid Publishing date	19.09.2025 at 16.00 hrs
Pre Bid Meeting	Date 26.09.2025 at 12.00 pm Venue- Dean(Nair) Board Room, Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008.
Start Date and Time of Bid Submission	30.09.2025 at 16.00 hrs
End date & time of Bid Submission	13.10.2025 at 12.00 hrs
Opening of Packet A	As mentioned in https://mahatenders.gov.in
Opening of Packet B	
Opening of Packet C	
Address for Communication	Office of: Dean B.Y.L. NAIR. CH. HOSPITAL DR. A.L. NAIR ROAD, MUMBAI CENTRAL, MUMBAI – 400 008
Venue for opening of bid	Same as above

Section 3:	<u>PREAMBLE</u>
<p>The Brihanmumbai Municipal Corporation invites Tenders from the Bidders dealing in the line for Run Nurses Mess for three years at B.Y.L Nair Ch. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses as per the Scope of work attached separately with this document and as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act, 1888 as amended till date.</p>	

SECTION 4 : Instructions to Bidders participating in E-Tendering to Run Nurses Mess for three years (1095 DAYS) at B.Y.L Nair Ch. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses.	
1.	The E-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). 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/ SafeScripTCS.
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. ' https://mahatenders.gov.in '
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.	Tender fee (as mentioned in the Header Data) should be paid by all bidders online on mahatender portal through payment gateway.
13.	The bidder reads the terms & conditions & accepts the same to proceed further to submit the bid.
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 <u>invalid offers</u> 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.

SPECIAL NOTE:

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. ‘<https://mahatenders.gov.in>’

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. 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 (<https://mahatenders.gov.in>)

34. OTHER SPECIAL INSTRUCTIONS :

	1	The daily total number of Student Nurses to be served food will be intimated to the contractor by the Matron Office representative. The charges per month will be paid on the basis of actual number of Nurses calculated from the daily requisitions.
	2	The cooking will be undertaken by the contractor at the kitchen premises of the Mess at Nurses Quarters, B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008 and meals will have to be served in the dinning hall of the Nurses Home.
	3	Cooking vessels, crockery, cutlery, utensils etc. will have to be provided by the contractors, however, whatever item available will be given for use of the contractor.
	4	The contractors will be required to serve/supply food to student nurses and trained nurses at the same rate, terms and conditions
	5	The monthly charges will be inclusive of the following items:
	A	Special lunch or dinner on, Dassera, Diwali, Christmas, New Year Day, Independence Day and Republic Day. Eight guests will be entertained on each occasion.
	B	Picnics
	6	The contractors will be required to allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required. The contractors will be required to pay the charges for analysis whenever food materials will found of inferior standard.
	7	The contractors will be required to employ separate cooks conversant with Maharashtrian Vegetarian and non-vegetarian dishes and general non vegetarian dishes and his personnel should be in clean uniform
	8	A Contractor is required to serve tea to Nurses through his own staff.
	B	After application, adequate number of servants will be allowed to stay during night at Nurses Mess. The names of these servants should be intimated to The Dean, B.Y.L. NAIR CH. Hospital & they should possess photo identity card duly signed by authorized signatory.
	C	Servants should wear clean uniform.

SECTION 5: FLOW OF ACTIVITIES OF TENDER	
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.	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Mahatender portal.
7.	Pay E.M.D and Tender Fee online on mahatender portal https://mahatenders.gov.in on or before the due date and time prescribed.
8.	Simultaneously on line submission of tender documents with details as specified in the tender & pro forma in Annexure shall be done by bidder as per section No.6 of this tender document
9	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.
10.	Administrative offer, i.e. Packet 'A' and technical offer i.e. Packet 'B' will be opened online on the due date and due time as stated in tender details on mahatender portal.
11	Shortfall documents of Pkt A and Pkt b will be asked in Mahatender portal only under the shortfall document folder. Bidder will have to submit same online in mahatender portal. Physical submission will not be accepted for shortfall document.
12	Commercial bids i.e. Packet 'C' of only those bidder who are found to be responsive in the evaluation of administrative, technical offers as decided in tender committee meeting will be opened online , as both packets are opened simultaneously.
13.	Recommendations will be done to Higher Authorities and to Standing Committee for sanction to award the contract, as decided in tender committee meeting.
14.	After sanction of Higher Authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15	Payment of contract deposit, Legal Charges & Stationery Charges and submission of document for execution of written contract with payment of requisite stamp duty within specified time period of thirty days from the date of receipt of Acceptance Letter by successful bidder.
16	Supply of food, milk to the student nurses and supply of tea to on duty staff nurses as described in the terms & conditions.

SECTION 6: <u>IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE TENDERERS</u>		
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	A	Who can quote :
	1	Only those registered firms having minimum 5 years experience of running Mess/Canteen for minimum 500 persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities
	2	Those who possess License issued by Public Health Department u/s. 394 under M.M.C. Act 1888.
	3	Food Business Operator compulsory submit license & full fill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and standards Act, 2006. As prescribed under sanction 31 (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 Schedule 4 of FSS(Licensing and Registration of Food Businesses) Regulations, 2011.
	4)	<u>Turnover</u> Bidder must have minimum average annual turnover of Rs. 1.40 Cr. during last three financial years i.e. 2022-2023 to 2024-2025. Bidder shall submit the Audited Balance Sheets for the same. Bidder shall also submit Turnover Certificate issued by Auditor of firm/Chartered Accountant shall be uploaded during the submission of the tender (PACKET- ‘A’ Administrative).
2	<u>Call</u> <u>1st Call (Fresh Call)</u> 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. <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.	
3	<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. <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 <u>3rd Extension</u> 3 rd Extension is extension of bid submission date and time after end of the 2 nd Extension without changing Tender Conditions except for Bidding Schedule	
4	<u>Details of Litigation history.</u> The Bidder shall disclose the litigation history in Annexure-9 to be submitted in Packet ‘A’. Tenderers are requested to go through Annexure no.9 i.e. Clause of litigation history and do needful.	

	<p>Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. or any authority under state or central Govt. / Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of Tender.</p> <p>Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender about any action like show cause issued, blacklisting, debarring, 13 banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm directors, partners or authorized signatory for carrying out any work/ supply for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe</p> <p>If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history.</p> <p>Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly.</p> <p>The Tenderer are not allowed to quote for the product(s) for which the Firm found guilty of malpractice, misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid.</p>
5	<p><u>Contract Documents:</u></p> <p>The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.</p> <ol style="list-style-type: none"> 1) Letter of Acceptance 2) Tender Document 3) The Bill of Quantities / Price Packet 4) The Important General conditions of Contract 5) Final written submissions made by the contractor during negotiations, if any 6) All correspondence documents between bidder and BMC. 7) Integrity Pact 8) All Annexure
6.	<p><u>Amendment to tender documents</u></p> <p>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 it in on the Matender and BMC portal. 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 ' B '</p>
7	<p>The bidders 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>
8	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>
9	<p>The bidder 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 BRIHANMUMBAI MUNICIPAL CORPORATION for any such losses or inconveniences</p>

	<p>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>
10	<p>Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC. / 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 BMC 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.</p>
11	<p><u>Tender Price</u> Tender price is mentioned in tender notice and shall not be refundable.</p>
12	<p><u>Validity</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender.</p>
13	<p><u>Payment of Earnest Money Deposit (E.M.D.).</u></p> <p>The tenderer shall have to pay entire EMD of Rs.7,99,963/- through payment gateway of GOM on URL https://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with bid submission in Packet 'A'(fee Cover folder). Any Bid not accompanied by an acceptable Bid Security shall be rejected outright as non responsive.</p>
14	<p><u>Refund of E.M.D.</u></p> <p>E.M.D. of bidders except L1 and L2 will be refunded after recommendation 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 bidder, if bidder agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p>OR</p> <p>The EMD of the bidder 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 to MCGM 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> <p>Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per mahatender procedure.</p>
15	<p><u>Forfeiture of Entire EMD</u></p> <ol style="list-style-type: none"> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or Furnish the required Security Deposits.
16	<p><u>Tender Fee:</u></p> <p>Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on mahatender portal through payment gateway of GOM on URL https://mahatenders.gov.in.</p>
17	<p><u>Acknowledging communications</u></p> <p>Every communication from the DEAN.(B.Y.L. NAIR CH. HOSP.), 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>

18	<p><u>Where and how to submit the tender</u></p> <p>The tender documents with details as specified in the tender notice must be submitted online in tender section of mahatender portal as per the instructions available on Portal for online submission of e- tender.</p>						
19	<p><u>Documents to be uploaded:</u></p> <p>All required Original document and self Attested Photocopies of specific documents shall be scanned & uploaded.</p> <p>This complete ‘Tender Document’ shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.</p>						
20	<p><u>Authentication for documents</u></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>						
21	<p><u>Translation of certificates</u></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>						
22	<p><u>Sign and seal</u></p> <p>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.</p> <table border="1"> <tr> <td>i)</td><td>If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.</td></tr> <tr> <td>ii)</td><td>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 authorised representative only.</td></tr> <tr> <td>iii)</td><td>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 authorised representative only.</td></tr> </table>	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised 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 authorised 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 authorised representative only.
i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised 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 authorised 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 authorised representative only.						
23	<p><u>Power of Attorney (POA):</u></p> <p>Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-.</p> <p>Note -</p> <table border="1"> <tr> <td>A</td><td>The Registered Power of Attorney (if any) registered will be accepted.</td></tr> <tr> <td>B</td><td>If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.</td></tr> </table> <p>If Tender is awarded and Contract Documents are signed by POA Holder then at time contract POA is to be registered at the Office of Chief Accountant (B.M.C.)</p>	A	The Registered Power of Attorney (if any) registered will be accepted.	B	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.		
A	The Registered Power of Attorney (if any) registered will be accepted.						
B	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.						
24	<p><u>Name of Partners</u></p> <p>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.</p>						
25	<p>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.</p>						

	(A)	If it is found that firms as described in clause 25 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 25 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. 25 (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 (25, 25(A) or 25(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.
26	<u>Unconditional offer</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> 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.	
27	<u>Contradictory Clause in tender</u> 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.	
28	<u>Alternative clauses in tender</u> 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.	
29	<u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless,	
	a	The tenderer stipulates own condition /conditions.
	b	Does not fill & sign the Tender Form incorporated in the Tender.
	c	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication
	d	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
	e	The supply of food, milk to the student nurses and supply of tea to on duty staff nurses offered are not eligible as per the provision of the tender
	f	Does not submit Solvency certificate.
	g	Filled up partially in splitter manner it will be treated as non-responsive.
	h	Does not submit valid documents listed in Packet 'A' & Packet 'B'.
	i	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
	j	Stipulated validity period less than 180 days.
	k	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.

	1	If Bidder not submit the Audited Balance Sheets of last Three financial Years, Turnover Certificate issued by Auditor of firm/Chartered Accountant during the submission of the tender (PACKET-'A' Administrative).
	m	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
	i	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
	ii	Record for poor performance such as non-supply of supply of food, milk to the student nurses and supply of tea to on duty staff nurses, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
30	<u>Firm offer:</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. Rates accepted by BMC are inclusive of taxes only but while filling the BOQ bidder should fill Basic rates and applicable GST in respective Column to evaluate the Final rate.	
31	<u>Variation in rate</u> 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.	
32	<u>The Three Packet system</u> The tenderer should upload tender in three packets system as below	
	i.	The tenderer should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself. Upload the "Special Annexure-I". The proforma of "Special Annexure-I" is provided in the tender document. Tenderer shall indicate in the said Annexure which is in tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the rates in tender.
	ii.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
	iii.	All the documents should be strictly uploaded in P.D.F. format
	iv.	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
	v	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.
	vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
	vii.	The tenderer shall not disclose / quote the rate of the items in packet A / B (Bill of Entry, Purchase Orders). (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.

viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender																										
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.																										
x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.																										
xi	All addendums /corrigendum shall be uploaded along with tender document																										
A)	<u>Packet – ‘A’ Administrative Bid’:</u>																										
	Documents to be submitted by Bidders : The packet “A” shall contain the following																										
a)	The tenderer shall have to pay EMD mention in e-Tender notice online through payment gateway on or before due date and time prescribed. Upload the scan copy of receipt of EMD.																										
b)	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. <u>SOLVENCY CERTIFICATE CHART:-</u> <table><tr><td>Sr No.</td><td>Estimated Cost in Lakhs</td><td>Solvency Certificate Vaule</td></tr><tr><td>1</td><td>Above 300</td><td>30 Lakhs</td></tr><tr><td>2</td><td>Above 100 to 300</td><td>20 Lakhs</td></tr><tr><td>3</td><td>Above 50 to 100</td><td>15 Lakhs</td></tr><tr><td>4</td><td>Above 25 to 50</td><td>10 Lakhs</td></tr><tr><td>5</td><td>Above 10 to 25</td><td>05 Lakhs</td></tr><tr><td>6</td><td>Above 05 to 10</td><td>02 Lakhs</td></tr><tr><td>7</td><td>Upto 05</td><td>01 Lakhs</td></tr></table>			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
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																									
c)	Upload the scan copy of evidence showing the experience of running the Hotel or Mess/Staff canteen of well known establishment for a minimum period of last 5(five) years -																										
d)	Agreement of Integrity Pact as per Annexure-7 (duly signed and stamped on Rs.500/- stamp paper)																										
e)	Bidder shall submit the Audited Balance Sheets of last Three financial Years. Bidder shall also submit Turnover Certificate issued by Auditor of firm/Chartered Accountant shall be uploaded during the submission of the tender																										
B)	<u>Packet 'B' (Technical Bid):</u>																										
	<u>Documents to be submitted (Common for Indian as well as Foreign Bidders) :-</u> The e- Packet 'B' shall contain the copies of the following documents:-																										
1.	Goods and Service Tax Registration Certificate																										
2.	Firm/Company/Sanstha Registration Certificate .i.e..																										
a	Power of attorney in case of Partnership firm/Public Limited Company/Private Limited Company/Society/Government undertaking.																										
b	Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.																										
c	Latest Partnership Deed in case of Partnership firm																										
	Note:-The Registered Power of Attorney if any registered with Chief Accountant (BMC) will be accepted																										

		3.	Upload the “PAN Document” as follows.
		a	Tenderer should scan and upload his own “PAN Card” in case of Retailer/Dealer/Supplier/Distributor, etc.
		b	In case of Company or firm the tenderer should scan and upload ;
		i.	“PAN” Card of proprietor in case of proprietary or ownership firmPAN” Card of a company in case of Pvt. Ltd. Co
		ii.	“PAN” Card of a company in case of Pvt. Ltd. Co
		iii	“PAN” Card of a firm in case of partnership Firm
		iv.	he Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/The Maharashtra Co.op. Societies Registration Act 1960 (whichever is applicable) has to scan and upload the PAN Card of Sansthas /Society or Trust only.
			However, in case of public limited companies, semi-govt. undertakings, govt. undertakings, no “PAN” documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.
		4	Certificate of B.M.C. Health license issued by Public Health Department u/s. 394 under M.M.C. Act 1888.
		5	Certificate of food safety and standards authority of India
		6	Latest photograph of the Proprietor / owner / partners with full name, office address, residential address, e-mail address, mobile no./telephone no. etc
		7	Latest partnership deed (in case of partnership firm) duly registered with C.A.(Treasury)
		8	Upload the scan copy of Form of Undertaking, Tender form duly filled and signed with rubberstamp.
		9.	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. If not applicable an undertaking shall be submitted.
		10	The tenderer shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted.
		11	E-tender document except Form of offer. i.e. commercial bid
		12	Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure-1
		13	Tenderer shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3,4,5,6,7,8,9 only from Mahatender to participate in tendering process. Bidder shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.
		14	Details Of Litigation History (Annexure-9)
		15	Any other specific requirement not covered in this list

	<p>C) Packet – 'C' (Commercial Bid) Commercial Bid (Packet - 'C') The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. The BOQ template must not be modified/replaced by the bidder and 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. Packet 'C' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab. Office Estimate for Diet Rs.100/- per person Office Estimate for Tea Rs.8/- per person</p>
33	<p><u>TAXES & DUTIES</u></p> <ol style="list-style-type: none"> 1. The tenderer shall quote the rates inclusive of all taxes applicable at the time of bid submission. It is clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 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. 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 and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act. 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>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>If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.</p>
34	<p><u>Procedure for the opening of the tender Packet</u> Packet 'A' and Packet 'B' will be opened online on the due date and due time as stated in the tender details. when the tenderer or his authorized representative will be allowed to remain present Packet 'C' will be opened only if Administrative offer in Packet 'A' and technical offer in Packet 'B' is found acceptable. In case Administrative offer and technical offer in Packet 'A' and Packet 'B' found non acceptable or found incomplete then their Packet 'C' will not be opened and offer will be treated as non responsive.. The date and timing of opening of packet 'B' and 'C' will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained.</p>
35	<p><u>Acceptance of Tender/ Award of Contract:-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner,</p>

	do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.
36	<u>Evaluation of Tender:</u>
	<p>i. Tenderers should quote separate rates for supply of food, drinks etc. to the Student Nurses and Supply of tea to Non-resident Staff Nurses on duty. <u>Successful tenderer will be decided on the basis of TOTAL of both the rates mentioned by tenderer.</u> For Evaluating offer lowest bidder shall be taken into consideration, subject to fulfilment of other conditions of TENDER Notice, General Terms & Conditions and Guidelines to the tenderers and Articles of Agreement etc.</p> <p>ii. After opening of Packet A and Packet B, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted 21 substantiation documents.</p> <p>iii. Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.</p> <p>iv. Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such tenderers shall be opened later, on a given date and time.</p> <p>v. The documents which are uploaded in Packet 'A' and Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.</p>
37	<p><u>Penalty:</u> 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. 1,000/- on each occasion and/or communicated by the Dean(B.Y.L. NAIR CH. Hospital) on each occasion.</p> <p>Such penalty is to be deducted always by the consignee from the contractors balance bill, Deposit or EMD or any money due to the contractor from BMC.</p> <p>OR</p> <p>To cancel the contract and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
38	<p><u>Consequence of inferior service:</u> If any eatables or articles food or drink 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 & risk of the licensee and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Licensee shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Brihanmumbai Municipal Corporation.</p>
39	<p><u>Blacklisting:</u> The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information.</p> <p>OR</p> <p>iii) In case of non-supply of food, milk to the student nurses and tea to on duty staff nurses or supply of substandard quality food.</p>

40	<p><u>Contract:</u></p> <p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and 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 tenderer. 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 condition.</p> <p>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>	
41	<p><u>Contract Deposit:</u></p>	
	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA).
	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee.
	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. 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 banker's guarantee.
	v.	The contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations including warranty and AMC/CMC (if 24 applicable) obligations.
	vi.	If the Contractor during currency of the contract fails to maintain the requisite contract deposit / Performance Security, BMC shall recover from the contractor the amount of contract deposit / Performance Security by deducting the amount from the pending bills of the contractor under this contract or any other contract with the BMC. Otherwise the existing B.G. towards contract deposit shall be forfeited and the contractor shall be debarred from participating in BM tenders for a period of 3 years
	vii.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.3% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.
	viii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or
	a	to forfeit the said security in whole or in part in the event of:
		i. any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
		ii. for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
	b	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such

		claim from any sum then due or which at any time after that may become due to the contractor for similar reasons
42	<u>Refund of contract deposit</u>	Contract deposit will be refunded without interest 6 months after satisfactory completion of contract period and after contractor duly performs and completes the contract in all respects.
43	<u>Execution of contract:</u>	<p>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 Dean, B.Y.L. NAIR CH. Medical College & Hospital, 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 Dean(B.Y.L. NAIR CH. Hospital) should be informed accordingly.</p> <p>Bidder shall pay contract deposit, legal stationery charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.</p> <p>Futher a fine of Rs.5000/- per day will be imposed for maximum 15 days for delay in submission of contract documents.</p> <p>If the contract documents are not submitted within the above stipulated time (i.e. 45 days with inclusive of penalty of 15 days) EMD will be forfeited. Without the contract being executed, no bills shall be admitted for payment.</p>
44	<u>Payment of legal and stationery charges:</u>	<p>These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply as per prevailing circular.</p> <p><u>The 18% of GST will be applicable on charges and this charges may change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u></p>
45	<u>Stamp duty:</u>	<p>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.</p> <p>The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of “Stamp Duty Act 1958” (amended till date).</p>
46	<u>Contract Postponement:</u>	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
47	<u>Jurisdiction of courts:</u>	In case of any claim, disputes or differences arising in respect of the contract, the cause of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim,
48	<u>Internal Grievance Redressed Mechanism</u>	<p>Tenderer has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 07 days of declaration of Administrative and Technical or financial evaluation results. The complaint shall be addressed to Deputy Municipal Commissioner (Public Health).</p> <p>This Internal Grievance Redressal Committee (GRC) will be operated through DMC(PH) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder.</p> <p>The details of ‘Grievance Redressal Committee’ are given in Annexure- 8</p>
49		The Municipal Corporation reserves its right to inspect the service premises of the contractor as and when required.

50	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.
51	<p><u>Fall Clause:-</u></p> <p>The Tenderer contractor undertakes that it has not quoted similar products in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products s was supplied by the TENDERER/ contractor to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the TENDERER / contractor to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.</p>
52	<p><u>Price Negotiation :</u></p> <p>The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.</p>
53	<p><u>Integrity Pact</u></p> <p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure 11 duly signed and stamped on Rs.500/- stamp paper duly notarized. 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, 22 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 instruction and direction given in this behalf in this tender. 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 Brihanmumbai Municipal Corporation 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 agrees 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>

SECTION 7 SPECIAL CONDITIONS TO THE TENDERER	
1	<p>Only those registered firms having minimum 5 years experience of running Mess/Canteen for minimum 500 persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities.</p> <p>Those who possess License issued by Public Health Department u/s. 394 under M.M.C. Act 1888.</p> <p>Food Business Operator compulsory submit license & full fill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and standards Act, 2006.</p> <p>As prescribed under sanction 31 (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 Schedule 4 of FSS(Licensing and Registration of Food Businesses) Regulations, 2011.</p>
2	Nurses mess of B.Y.L. NAIR CH. Hospital on contract agreement basis is exclusively meant for the benefit of the all the student nurses and no outside agency shall be allowed.
3	The Corporation shall allow the licensee to occupy the premises of Nurses mess situated at the premises of hospital for the purpose of running mess for the benefit of the student nurses on payment to Brihanmumbai Municipal Corporation fixed monthly compensation of Rs. 1350/- per month for use of kitchen premises. Occupation of the said premises, provided always that the licensee shall not be entertain any paying guest and/or provide lodging and boarding to any member of the public at the said premises yearly fixed monthly compensation towards occupation of the premises and towards use of Municipal appliances and electric fixtures shall paid in advance at the time of accepting the tenders by the licensee.
4	The contractor shall bear and pay electricity charges as per the electric meter fixed therein. If the meter is not provided and/or meter is out of order, contractor will have to pay as decided by the Dean (B.Y.L. Nair Ch. Hosp).
5	The contractors shall bear and pay Rs.2,000/- amount per month towards water consumption charges or decided by the Dean (B.Y.L. Nair Ch. Hosp). The water consumption charges will be deducted from the subsequent bill of the contractor.
6	The contractor shall make his own arrangement to register, procure and utilize Mahanagar Gas Pipeline at his own cost and The Dean, (B.Y.L. Nair Ch. Hosp). Hospital shall provide necessary facilities for the Gas Pipeline connection. The cost of Gas Pipeline Connection and maintenance of Gas Pipeline connection shall be borne by the contractor.
7	The said sum of Rs.----- in cash/Government public securities deposited as aforesaid, together with any interest thereon which may have been collected shall at the expiration of this contract, be returned to the contractors unless the same shall have been forfeited as herein before mentioned, and all charges for the safe custody and withdrawal of the and for the collection of interest, the said sum of Rs ----- in Government, Public Security deposited as security money (though The Dean, (B.Y.L. Nair Ch. Hosp), shall not bound to collect any interest unless the contractors by written application require him to do so) shall either be paid by the contractors or be conducted out of any moneys that may be or become due to the contractors and the Corporation in case the said deposit of Rs.----- has been made by the contractors by delivery of the Bankers and if no penalty of damages of forfeiture of deposit shall be exacted or claimable from or against the contractors under this contract, the contractors and the Bankers shall at the expiration of this contract be free and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice however to the continuing liability of the said Bankers and the right of The Dean(B.Y.L. Nair Ch. Hosp), and / or contractors and or the Corporation claim under the said general undertaking and guarantee for or in respect of any other substituting tender or contract entered into by the contractors with The Dean, (B.Y.L. Nair Ch. Hosp), and / or the corporation.
8	The successful tenderers shall display a Notice Board essentially in Marathi in the conspicuous part of the said premises, including that it is a Municipal Property.
9	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 Dean / Medical Superintendent on each occasion.
10	The licensee shall provide at his own cost dustbins for collection, removal of refuse and garbage and shall as well as make his own arrangement for its removal, at least twice every day. It is mandatory to licensee to follow the circular & Guideline regarding uses of plastic, Other banned material.
11	The licensee shall serve eatables and articles of food and drinks etc. at the said staff canteen without any distinction and reservation of class, caste creed or religion.
12	The licensee will have to make his own arrangement for crockery, utensils refrigeration machine & furniture for running the Staff canteen.
13	The licensee shall prevent any disorder in the premises
14	The licensee shall be responsible for any misconduct on the part of his servants or any Nuisance caused directly or indirectly by them.
15	The licensee shall permits Municipal authorities at all time to enter the said nursing mess to make inspections of the following: - Catering arrangements Quality and Quantity of eatables an articles of food and drink sold and served, conditions of the fittings, fixtures and furniture. Sanitary arrangements and general cleanliness. Upkeeps of property of the Corporation etc.
16	The licensee shall maintain in the premises allotted to them, fixtures and fittings etc. including fans, provided by the Corporation in perfect condition and take necessary measures to preserve them and shall give them over to the Dean (B.Y.L. Nair Ch. Hosp.) or any officer appointed, on expiry of this license.
17	The licensee shall be responsible for any damage, loss or injury whatsoever that may be caused at anytime to any property of the Corporation or to any person or person including third part which carrying on his business for running the mess and when carrying out any repairs or other works pertaining to the said canteen, all such damages, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the licensee to the satisfaction in all respect to the Dean (B.Y.L. Nair Ch. Hosp.) or any other competent authority.
18	The licensee shall keep the Corporation, their officers and servants harmless and indemnify from the against all losses, suits, damages, charges claims and demands whatsoever including claims under workmen's compensation Act. 1924, their officers or servants may sustain, incur or become liable to pay the reason or in consequences of any injury to any person or to any property either belonging to the Corporation or third party whether resulting directly through any accident or otherwise to life or property while carrying out any repairs or other work pertaining to the said mess such damage, injury or loss to life or property shall be made good and/or as the case may be paid immediately by the licensee to the Commissioner.
19	If any structural alterations and/or additions are required by the licensee, he shall have to apply in writing to the Dean (B.Y.L. Nair Ch. Hospital) who in consultation with Municipal Architect may grant such permission on conditions that the entire cost of such alteration and/or additions will have to borne by the licensee & will not be allowed to dismantle or remove the said alterations and/or additions or any part thereof while leaving the premises. The work of such additions/alterations will be carried out by the Brihanmumbai Municipal Corporation with due supervision charges
20	Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favors of any person any right, title, interest whether vested or contingent in the premises of the Corporation and these presents shall in all respects be construed as and be a license.
21	The Corporation shall in no way be responsible or liable for any damage, loss or injury caused to the property or person of the licensee or their servants from any cause whatsoever.
22	The Corporation shall not be party to the recovery of payment of any bills or dues from any of the licensee's customers.
23	Whenever the licensee is revoked, withdrawn or terminated by the competent Municipal Commissioner or the competent Municipal Officer shall be entitled to enter the premises and occupy the same. The licensee shall not be entitled to any compensation whatsoever on account of the termination of this license.
24	The licensee shall forthwith at his own cost and expenses comply with any requisitions, orders and/or notice issued by the competent Municipal Officer not below the rank of AMC(WS)/ D.M.C. (Public Health) / Dean or any other competent Municipal officer or any other public body pertaining to any matter in connection with the business of running the Mess.

25	In all cases of disputes, the decision of the competent Municipal Officer not below the rank of Dean(B.Y.L. Nair Ch. Hospital) shall be final and binding upon the licensee
26	The licensee shall not encroach upon the space beyond that allotted to his in any manner, any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions and dealt with accordingly
27	The licensee shall not execute any sign board, name plate or advertisement within or outside the said Mess premises without the consent in writing being first obtained from the Dean (B.Y.L. Nair Ch. Hospital).
28	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
29	The successful tenderer shall provide his own furniture, fixtures and fittings including fans and light (other than these already provide) which should be attractive and matching. All utensils, linen, crockery and uniforms of waiters etc. should be tidy and decent.
30	The staff employed for managing the said mess shall be liable to Medical Examination by Medical Officer of Brihanmumbai Municipal Corporation at the time of employment and at regular intervals thereafter on a reasonable notice by the licensee and such members of the staff of the mess shall be certified unfit to serve in the mess by the Medical Officer of Municipal Corporation of Greater Mumbai shall be immediately removed from the services in the mess and replaced by other staff to be approved by the officer.
31	The nurses mess premises and passage thereof shall be daily cleaned and the floor and furniture will be periodically or as often required by Dean, B.Y.L. Nair Ch. Hospital be washed with disinfected by the licensee at his own cost. Failing, the licensee may get the same done at the cost of licensee after 24 hours written notice.
32	The licensee shall provide adequate number of servants for the service in nurses mess. The number of such servants shall be depend on the number of users of the mess and shall be finalized from time to time in consultation with Dean, B.Y.L. NAIR CH. Hospital of the hospital.
33	<p>The food, drinks etc. shall be served by the contractor every day during the continuance of these presents as per timings shown below:-</p> <p>For Students Nurses - i) Breakfast with tea and/or coffee. : Between 5.30 a.m. and 9.30 a.m. ii) Tea and/or coffee. : At 10.00 a.m. in Nurses Mess and/or at Wards. iii) Lunch. : Between 10.30 a.m. and 3.30 p.m. iv) Tea and/or Coffee and snacks : Between 3.00 p.m. and 5.00 p.m. v) Whole Milk. : At 6.00 p.m. distribution of milk for Student Nurses vi) Dinner. : Between 6.30 p.m. and 9.30 p.m. vii) Tea and Snacks – at 11.00 p.m. at wards for night duty student nurses</p> <p>For Staff Nurse - i) Tea and/or coffee. : At 10.00 a.m. in Nurses Mess and/ at Wards. ii) Tea and/or Coffee : Between 3.00 p.m. and 5.00 p.m. iii) For on duty nurses only. : a) Tea and/or Coffee : - 11.00 p.m. b) Tea and/or Coffee:- 4.00.a.m.</p>
34	<p>The daily menu for the meals, breakfasts, snacks etc shall be serve in accordance with the following menu :</p> <p>Breakfast: - 1) Two eggs preparation to order or Potato Poha or Idli or Dosa and Banana Or Wada Sambhar, Upma. 2) Bread or toast with butter. 3) Tea and/or Coffee coffee.</p> <p>Lunch:- 1) Chapaties and Rice 2) Two vegetables (one vegetable & one Usal) 3) Dal. 4) Chutney, curd and salad. 5) Fruit (for all Student Nurses) 6) Mutton or Fish or chicken preparation.</p>

	<p>Snacks :-1) Tea and/or coffee with snacks – as per prescribed by Matron</p> <p>Dinner :-1) Chapaties and Rice.</p> <p>2) Two vegetables preparation.(one vegetable & one Usal)</p> <p>3) Dal.</p> <p>4) Chutney, curd and Salad.</p> <p>5) Mutton, Fish or chicken preparation.</p> <p>6) Pudding.</p> <p>(Except special dish at lunch and dinner, the quantity of all other items will be unlimited.)</p> <p>The menu prescribed above is rough, exact menu shall be prescribed by the matron of the B.Y.L. NAIR CH. Hospital daily and the meals, breakfasts etc. shall be served in accordance with the menu fixed. Mutton and Shrikhand with puri shall be served respectively to non-vegetarian and vegetarian nurses on every Friday of the week. Fish, Chicken or similar preparation like prawn biryani/chicken biryani/egg biryani and Tawa pulao/veg biryani/paneer biryani shall be respectively served to non-vegetarian & vegetarian nurses on every Sunday of the week.</p> <p>In case of emergency and subject to the condition, that the standard of services at nurses mess is not affected & the licensee may be allowed to send food outside the nurses mess premises, at the hospitals.</p>
35	The agreement of Nurses mess contrives to be enforced until terminated by one calendar month in writing from either side
36	After expiry of the license period the licensee may be permitted to run the nurses mess on same terms and conditions till the appointment of new contractor by Brihanmumbai Municipal Corporation. However, such permission shall not create any interest of right in favor of licensee and it will not amount to renewal of the old licensee.
37	Details of the partnership such as name, addresses and any special qualification must be submitted along with tender.
38	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.
39	The licensee shall obtain necessary license from all concerned depts. like Health, Shops and Establishment, Fire brigade & Water Works dept. of BMC and pay the license fees accordingly. TRC charges are required to be paid by the licensee.
40	The licensee shall at the cost of the licensee make arrangements for keeping necessary fire fighting equipments at suitable place to the satisfaction of CFO/ licensee.
41	Special condition – In the event of tender being accepted contract must be signed by member of firm & also pay the Security Deposit as applicable online in favour of BMC.
42	The contractor shall conduct Pest Control at nursing premises twice in a month at his own cost to keep the canteen premises insect free.
43	Supply of food to Student nurses approx. 300 no. student. Supply of Tea for Staff Nurse should be provided in 3 shifts (on duty nursing staff Approximately 816)

Signature of the Tenderer/Contractor Address:

SECTION 8: BILL OF QUANTITY/ ITEM DATA

Item No.	Description	Qty
1	Supply of food, milk to the student nurses (300 Nursing Students X 1095 days)	3,28,500
2	Supply of tea to on duty staff nurses (Approx 816 Staff Nurse X 1095 days)	8,93,520

Note - Bidder should not disclose rate in above bill of quantity/item data.

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

Sr. No	PACKET A Description of Document	Sr. No	PACKET B Description of Document
1	Scan copy of receipt of EMD	1	Goods and Service Tax Registration Certificate
2	Valid Bank Solvency Certificate	2	Firm/Company/Sanstha Registration Certificate
3	Annexure-5 Pro-forma for uploading details of EMD	3	Valid PAN Document
4	Annexure-6 Experience Certificate	4	Certificate of B.M.C license issued by Public Health Department u/s. 394 under M.M.C. Act 1888.
5	Agreement of Integrity Pact as per Annexure-8	5	Certificate of food safety and standards authority of India
6	Bidder shall submit the Audited Balance Sheets of last Three financial Years. Bidder shall also submit Turnover Certificate issued by Auditor of firm/Chartered Accountant shall be uploaded during the submission of the tender (PACKET- „A“ Administrative)	6	Latest photograph of the Proprietor / owner / partners/Directors with full name, office address, residential address, e-mail address, mobile no./telephone no. etc.
7	Details of Litigation History – Annexure-9	7	Latest partnership deed
8	Annexure-10 Authorization Letter for attending tender opening	8	Form of Undertaking, Tender form duly filled and signed with rubberstamp
		9	Valid registration certificate under Employees Provident Fund
		10	Valid registration certificate under Employees State Insurance Corporation
		11	E-tender document except Form of offer
		12	Valid and correct e-mail ID of the bidder
		13	Annexures 1,2,3,4,7
		14	Corrigendum
		15	Any other specific requirement not covered in this list

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

Annexure -1

(Particulars about the tenderer)

(To be uploaded in PACKET B)

NTD/MESS/II/1033

Mahatender ID No. 2025_MCGM_1217479_1

(Following information to be submitted along with tenders (**in Packet 'B'**) 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. Names and addresses of all the partners.
3. e-mail address of the firm.
4. 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

5. Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?

- i) If so, furnish photo state copy of Certificate of Registration.
- ii) In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
- iii) In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
- iv) Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company).

6. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.

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 you 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 Form
(To be uploaded in PACKET B)
NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1

To,
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

1. I / We....., the Proprietor/Partner/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 Bidders participating in e-Tendering Process
 3. Flow of activities of tender
 4. General Conditions and Instructions to tenderers
 5. Special Conditions to the tenderer
 6. Contract Agreement form (Proforma for Article of Agreement)
 7. Annexures
 8. Details of the Item Data in SRM :- (Rate to be filled by tenderer in commercial offer)
 9. 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 in SRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for INR **Rs. 7,99,963/-** 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.500/- (Rupees Five 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.

Annexure -3

Undertaking to be signed by the tenderer

(To be uploaded in PACKET B)

NTD/MESS/II/1033

Mahatender ID No. 2025_MCGM_1217479_1

AFFIDAVIT

To,
The Dean,
B.Y.L. Nair Ch. Hospital,
Mumbai Central, Mumbai – 400008

Subject: Running of Nurses Mess at Ground floor, Nurses Home,
B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008

1. I/We _____ (full name in the capital letters) the Proprietor/Partners/partners/Director/Managing Directors/Holder of the Business/Trustee for the Establishment/Firm/Registered Co. named herein below, do hereby agree and undertake to offer to supply of foods, milk etc. to Students Nurses and running the Nurses Mess of B.Y.L Nair Ch. Hospital during the period from -----to ----- and supply of tea to on duty Staff Nurses at B.Y.L Nair Ch. Hospital during the period from ----- to ----- as mentioned in this tender and in accordance with the specifications therein. I/We also abide by the accompanying form of contract and the Form of Terms, Rates and Costs, which are herewith duly signed by me/us. I/We agree to open the offer for acceptance for 180 days from the date of opening of the tender.
2. I/We agree to keep the Nurses Mess open 24 hours during a day and all days including Sundays and public holidays even in the event of local bundh/strike or nationwide strike.
3. I/We agree that in case I/We unable to run the Nurses Mess, the same shall not be transferred to other institution but the same shall be surrendered to the B.M.C and shall not demand any compensation of any sort/kind.
4. I/We have paid requisite amount of earnest money deposit, as mentioned in the tender notice.
5. I/We have carefully inspected the premises offered for running the Nurses Mess.
6. I/We do hereby state & declare that I/We whose names are given herein below in detail with the addresses, have not filled in this TENDER under any other name or under the name of other establishment/firm or otherwise nor we are in any way related or concerned with any establishment/firm or any other person who have filled this TENDER.
7. I/We have filled in the accompanying TENDER with full knowledge of liabilities and therefore, I/We shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the Earnest Money Deposit and/or Security Deposit including blacklisting or any other penal action for giving any information which it is found to be incorrect and against the conditions, instructions and direction given in this TENDER and failure to execute the written contract.
8. I/We agree and undertake to comply with the requirement/regulations in force from time to time and shall obtain the necessary permission from F.D.A. Health Department, License Department, Shops & Establishment Department, Water Department of the Brihanmumbai Municipal Corporation and any other competent authorities and shall observe all rules and regulations of B.M.C., State/Central Govt. in respect of running Nurses Mess.

13. I/We agree to undertake to abide by all rules and regulations in respects of GST Act and Income Tax Act. etc. as prescribed from time to time by the concerned authorities and shall be solely responsible for breach thereof.
14. I/We further agree to abide by the rules and regulations in respect of all Labour Laws such P.F. Act, Workman's Compensation Act, E.S.I.S. Act and various other related laws of the government authorities from time to time and submit the returns to the authorities concerned regularly and I/We shall be solely responsible thereof.
15. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of 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 inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and 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 is withdrawn by the Corporation.
16. I/We agree and undertake not to withdraw the offer constituted by this TENDER before the communication to me/us notice of non-acceptance. And I/We agree and undertake, if contrary to the agreement contained in this clause, I/We withdraw the TENDER before the date of communication of non-acceptance, the Earnest Money Deposited by me/us as aforesaid shall be liable to forfeiture by the Brihanmumbai Municipal Corporation. I/We also agree to the forfeiture of the Earnest Money Deposit if in the event of your accepting my/our Tender, I/We fail to execute the contract or fail to make payment of Security Deposit, for due observance of the Terms and Conditions of this Contract.
17. I/We do hereby agree and undertake to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.
18. I/We have gone through the Article of agreement and I/We agree and abide by the same.

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.500/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

Annexure -4
DRAFT AGREEMENT FOR RUNNING A NURSES MESS

B.Y.L Nair Ch. Hospital, Mumbai Central, Mumbai - 400008

(To be uploaded in PACKET B)

NTD/MESS/II/1033

Mahatender ID No. 2025_MCGM_1217479_1

Draft articles of agreement for running Nurses Mess of B.Y.L Nair Ch. Hospital, and supply of food, drinks etc. to the Student Nurses and Tea to Non Resident Staff Nurses on duty for the period of two years from the date of acceptance as mentioned in this tender. Quotation/Tender due on:-

Standing Committee Resolution No:-

Case No. _____ of _____

THIS AGREEMENT MADE ON THIS _____ day of _____

Two Thousand _____ 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 Messer'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

The Dean, B.Y.L Nair Ch. Hospital which expression are included unless such inclusion is inconsistent with the context or meaning therefore include The Dean, B.Y.L Nair Ch. Hospital, Municipal Corporation i.e. Municipal Commissioner and any of the officers of Brihanmumbai Municipal Corporation authorized by The Dean, B.Y.L Nair Ch. Hospital and shall also include his/her/their successors, administrators and assignees for the time being holding office, of the SECOND PART and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the THIRD PART.

AND WHERE AS the Brihanmumbai Municipal Corporation has interallia 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 1888 to the Additional Municipal Commissioner (WS).

AND WHEREAS the Additional Municipal Commissioner (WS) in pursuance of the power vested in him/her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited Tender/Quotation for supply of food, drinks etc. to Student Nurses and running Nurses Mess of B.Y.L Nair Ch. Hospital from the date of allotment letter here to annexed.

AND WHEREAS the party of the SECOND PART is absolutely seized and possessed of or otherwise well and sufficiently entitled the Nurses Mess at B.Y.L Nair Ch. Hospital, Mumbai Central, Mumbai-400008 admeasuring about_____sq. Mt. i.e._____Sq. Ft. situated at Nurses Mess, B.Y.L Nair Ch. Hospital, Mumbai Central, Mumbai-400008. (Hereinafter called as the said premises) in the registration, District and Sub District of Mumbai City.

AND WHEREAS online offer were invited from various persons and firms having 5 years' experience of running Mess/Staff canteen of any well-known establishment having **500** or more persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities. The offer of party of FIRST PARTY found to be acceptable.

AND WHEREAS the party of the SECOND PART vides sanction No._____dated_____ have agreed to grant permission to run the said Nurses Mess an area admeasuring about_____ sq. Mt. i.e. _____Sq. Ft. situated at above address with effect from the date of allotment letter for the period of 3 years on contract agreement basis 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.

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 The Dean, B.Y.L Nair Ch. Hospital, Mumbai Central, Mumbai-400008 for the time being to determine the same previously as hereinafter mentioned) until the_____day of _____two thousand_____
2. The number of Nurses to whom the food, drinks etc. is to be served as per the menu specified in the schedule is approximate and the The Dean B.Y.L Nair Ch. Hospital, Mumbai Central, Mumbai-400008 . may, in his sole discretions and at the rates specified in the schedule, indent for any lesser or larger quantities depending upon the number of nurses in the hospital.
3. The contractors shall prepare articles in the kitchen of the Nurses Home and serve the same in the dining hall and in some special cases in the room of the nurses.
4. The total sum payable for any calendar month shall be calculated on the basis of the rate per day for number of nurses served meals, breakfast etc. everyday shall be intimated to the contractors by the Matron/House Keeper of the B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008. Monthly charges shall be inclusive of the following items :

- a) Special lunches or dinners on Dasera, Diwali, Christmas, New Year day, Independence Day and Republic Day, Eight guests will be entertained on each occasion.

b) Picnic

5 The daily menu for the meals, breakfasts, snacks etc shall be serve in accordance with the following menu :

Breakfast: - 1) Two eggs preparation to order or Potato Poha or Idli or Dosa and Banana Or Wada Sambhar, Upma.
2) Bread or toast with butter.
3) Tea and/or Coffee coffee.

Lunch:- 1) Chapaties and Rice
2) Two vegetables preparation (One vegetable & one Usal)
3) Dal.
4) Chutney, curd and salad.
5) Fruit (for all Student Nurses)
6) Mutton or Fish or chicken preparation.

Snacks :-1) Tea and/or coffee with snacks – as per prescribed by Matron

Dinner :-1) Chapaties and Rice.
2) Two vegetables preparation (One vegetable & one Usal).
3) Dal.
4) Chutney, curd and Salad.
5) Mutton, Fish or chicken preparation.
6) Pudding.

(Except special dish at lunch and dinner, the quantity of all other items will be unlimited.)

The menu prescribed above is rough, exact menu shall be prescribed by the matron of the B.Y.L. NAIR CH. Hospital daily and the meals, breakfasts etc. shall be served in accordance with the menu fixed. Mutton and Shrikhand with puri shall be served respectively to non-vegetarian and vegetarian nurses on every Friday of the week. Fish, Chicken or similar preparation like prawn biryani/chicken biryani/egg biryani and Tawa pulao/veg biryani/paneer biryani shall be respectively served to non-vegetarian & vegetarian nurses on every Sunday of the week.

In case of emergency and subject to the condition, that the standard of services at nurses mess is not affected & the licensee may be allowed to send food outside the nurses mess premises, at the hospitals.

6. The food, drinks etc. shall be served by the contractor every day during the continuance of these presents as per timings shown below:-

For Students Nurses - i) Breakfast with tea and/or coffee. : Between 5.30 a.m. and 9.30a.m.

ii) Tea and/or coffee. : At 10.00 a.m. in Nurses Mess and/ at Wards.

iii) Lunch. : Between 10.30 a.m. and 3.30 p.m.

iv) Tea and/or Coffee and snacks : Between 3.00 p.m. and 5.00 p.m.

v) Whole Milk. : At 6.00 p.m. distribution of milk for Students Nurses

vi) Dinner. : Between 6.30 p.m. and 9.30 p.m.

vii) Tea and Snacks – at 11.00 p.m. at wards for night duty students nurses

For Staff Nurse - i) Tea and/or coffee. : At 10.00 a.m. in Nurses Mess and/ at Wards.

ii) Tea and/or Coffee : Between 3.00 p.m. and 5.00 p.m.

iii) For on duty nurses only. : a) Tea and/or Coffee : - 11.00 p.m.

b) Tea and/or Coffee:- 4.00.a.m.

7. The articles of food, drinks etc. shall be prepared from raw material of unquestionable purity and of the best manufacture Toned milk supplied by the Government Dairy shall be used for the preparation of tea and coffee and whole milk for the preparation of other milk preparations and for drinking purpose. In case the milk from the Govt. dairy is not available, the contractors shall make available the milk of the standard.
8. The contractors shall allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required and shall pay charges for analysis of food, which on analysis, may be found to be of sub standard or inferior quality.
9. Every articles of food, drink etc. 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 The Dean, B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008 whose decision as to whether such article shall be taken or rejected shall be final and binding on the contractors.
10. In case any of the articles of food, drinks etc. is rejected under the preceding clause, the contractors shall replace the same within an hour with other articles of approved quality and taste.
11. In case the contractors shall at any time during the continuance of these presents, fail to supply any of the articles of food, drinks etc. 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, The Dean, B.Y.L. Nair Ch. Hospital 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 raises to a maximum of 15% in special cases at the discretion of the The Dean, B.Y.L. Nair Ch. Hospital 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.
12. In case the contractors at any time during the continuance of the present supply any of the articles of food, drinks etc. of inferior quality, it shall be competent for The Dean, B.Y.L. Nair Ch. .Hospital 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, drinks 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 The Dean, B.Y.L. Nair Ch. Hospital, 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.
13. The contractors shall keep the premises 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. The contractors shall provide at their own cost dustbins for the collection of the refuse and garbage and shall as well as made their own arrangements for its removal.
14. The contractors shall keep the furniture, utensils etc. provided by the Corporation in good condition and order and shall be responsible to the Corporation for any damages to the same and shall keep equipments of electricity, gas etc. provided in the kitchen and service room in perfect working order.
15. The contractors shall make arrangements for refrigeration of drinks etc. and will use such crockery, linen and utensils for cooking servicing etc. which will meet the approval of The Dean, B.Y.L. Nair Ch. Hospital from time to time.
16. The contractors shall bear and pay electricity monthly charges, water Consumption monthly chargers as decided by competent authority.
17. 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 them to run the said profession and the contractors shall comply with all the Rules and Regulation prescribed therein.
18. The contractors shall prevent any disorder on the premises and shall be responsible for any misconduct on the part of their servants or for any nuisance caused directly or indirectly by them. The contractors shall permit the Municipal authority or authorities at all reasonable times to enter the mess to review the conditions thereat and of the fittings and fixtures therein. Any supervisor, cook, butler or servants of the contractors to whom The Dean, B.Y.L. Nair Ch. Hospital may object on the ground of bad behavior incompetence or negligence shall be discharged by the contractors within twenty four hours after receipt of written order signed by The Dean, B.Y.L. NAIR CH. Hospital requiring such

discharge and no person who has been so discharge shall be allowed to work in the Nurses Mess without the written permission of The Dean, B.Y.L. Nair Ch. Hospital.

19. The 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 when carrying out any repair or any other works pertains to the said mess and all such damage, injury or loss to life or 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 The Dean, B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008.
20. 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 the business of running the mess. When carrying out any repairs or other works pertaining to the said mess and such damage, injury or loss to life or 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 The Dean, B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008
21. 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 Municipal Premises.
22. 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.
23. The contractors shall forthwith at their own cost and expenses comply with any requisitions order on/or notice issued by The Dean, 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 business of running the Nurses Mess.
24. In all cases of dispute, The Dean, B.Y.L. Nair Ch. Hospital's decision shall be final and legally binding on the contractors.
25. The contractor can submit bills for 5th day/ 15th day / 30th day to the the Dean, B.Y.L. Nair Ch. Hospital, Mumbai Central, Mumbai – 400008, consolidated bill in duplicate for the articles of food, drinks etc. supplied by them during the preceding month and shall on or before the 12th day of every month furnish to the Chief Accountant a summary of all the bills which the contractors have so presented to the hospital, failing which respectively the contractors will be subject to a penalty of Rs.20/- for each original bill in respectively the contractors will be subject to a penalty of Rs.20/- for each original bill in respect of which there shall have been delay in supplying the summary to the said Chief Accountant.
26. 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, The Dean, B.Y.L. Nair Ch. Hospital 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 by delivery to The Dean, B.Y.L. NAIR CH. Hospital, of the General Undertaking and Guarantee of the Bankers of the contractors under any of the provisions of this contract becoming subject to or liable for any penalty of damages liquidated or un liquidated or of the said deposit of Rs----- becoming forfeited, if not previously paid to The Dean, B.Y.L. Nair Ch. Hospital shall immediately on demand be paid by the said Bankers to and may be forfeited by The Dean, B.Y.L. Nair Ch. Hospital, under and in terms of the said General Undertaking and guarantee.
27. Whenever the contract is terminated by The Dean, B.Y.L. NAIR CH. Hospital, the contractors shall hand over vacant and peaceful possession of premises. In default, The Dean, B.Y.L. NAIR CH. Hospital or any Municipal Officer shall be entitled to enter the premises and occupy the same.
28. These present and every clause, matter and thing herein contained shall cease and determine on the date ----- (unless the same shall have been previously determined by The Dean, B.Y.L. NAIR CH. Hospital) as herein before ----- provided except only as to the rights and remedies of the parties hereto in respect of any clauses or thing herein contained which may have been broken or not performed.

29. The said sum of Rs----- in cash/Government public securities deposited as aforesaid, together with any interest thereon which may have been collected shall at the expiration of this contract, be returned to the contractors unless the same shall have been forfeited as herein before mentioned, and all charges for the safe custody and withdrawal of the and for the collection of interest, the said sum of Rs.----- in Government, Public Security deposited as security money (though The Dean, B.Y.L. NAIR CH. Hospital, shall not bound to collect any interest unless the contractors by written application require him to do so) shall either be paid by the contractors or be conducted out of any moneys that may be or become due to the contractors and the Corporation in case the said deposit of Rs -----has been made by the contractors by delivery of the Bankers and if no penalty of damages of forfeiture of deposit shall be exacted or claimable from or against the contractors under this contract, the contractors and the Bankers shall at the expiration of this contract be free and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice however to the continuing liability of the said Bankers and the right of The Dean, B.Y.L. NAIR CH. Hospital, and / or contractors and or the Corporation claim under the said general undertaking and guarantee for or in respect of any other substituting tender or contract entered into by the contractors with The Dean, B.Y.L. NAIR CH. Hospital, and / or the corporation.
30. All contract charges and expenses in connection with this contract including stamp duty and all other disbursements shall be paid by the contractors.
31. Every respect for money, which may become payable or any security, which may become transferable to the contractors under these presents, shall, if signed, in the partnership name by any of the contractors, be a good and sufficient discharge to The Dean, B.Y.L. NAIR CH. Hospital, and Corporation in respect of the money of security purporting and acknowledged hereby, and in the event of the death of any or the contractors during the pendency of this contract is hereby expressly agreed that every receipt by any one the survived contractors shall, if so signed as aforesaid, provided that nothing in this clause contained shall be deemed to prejudice of effect any claim which The Dean, B.Y.L. NAIR CH. Hospital, or Corporation may hereafter have against the legal representatives of any contractor, so aiming, for or in respect of any breach of any if the conditions hereof. Provided also that nothing in this clause contained shall be deemed to prejudice of affect the respective rights or obligations of the contractors and of the legal representatives or any deceased contractor's interest.
32. The corporation shall have a lien on and over all or any moneys that may become due and payable to the contractors under these presents and/or on and over the deposit or security amount or amounts made under this contract and which may become repayable to the contractors, under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Corporation by the contractors either alone or jointly with another or other transactions or any nature whatsoever between the Corporation and the contractors and also for or in respect of any Municipal Tax or taxes which may become due any payable to the Corporation by the contractors either alone or jointly with another and other under the provisions of the Brihanmumbai Municipal Corporation Act or any other statutory enactment or enactments in force in modification or substitute thereof and further The Dean, B.Y.L. NAIR CH.. Hospital, in behalf of the Corporation shall at all times be entitled to deducted the said debt or sum of tax due by the contractors from the moneys, security or deposit which may become payable or returnable to the contractors under these present provided, however, that nothing this clause shall apply to any moneys due and payable the contractors in capacity as trustees either alone or jointly with others, the provision of this condition shall also apply and extend to the Bankers guarantee, if any given by the contractors either in addition to the substitution of the each or security deposit to be made under this contract.
33. The contractors shall not lend to or borrow from of have 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, The Dean, B.Y.L. NAIR CH. Hospital 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.
34. The contractors shall not at any time assign, subject or may over the present contract or the benefit thereof or any part thereof to any person or persons whomsoever without the previous consent in writing of The Dean, B.Y.L. NAIR CH. Hospital for the time being and in case they shall at any time commit any breach of this consent then the said deposit or sum of Rs. ----- in cash/Govt., public securities shall be forfeited to the Corporation and shall be retained by them as and liquidated damages having been made by the contractors by delivery The Dean, B.Y.L. NAIR CH..

Hospital, of the General Undertaking and Guarantee of the Bankers of the contractors, shall immediately on demand be paid by the said Bankers to and may be forfeited by The Dean, B.Y.L. NAIR CH. Hospital, under and in terms of the said General undertaking and Guarantee.

35. Monthly charges of Rs 1,350/- shall be paid by the contractors for the use of kitchen premises of the mess before 10th day of every month. However, in future, any increase in the rent charges will be binding on the contractors.
36. The contractors shall not exhibit any signboard, nameplate or advertisement within or outside the said mess premises without the consent in writing from The Dean, B.Y.L. NAIR CH. Hospital,
37. 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 Wages Act, Factories Act, GST Act prescribed from the time to time by the concerned authorities and shall be solely responsible for any breach thereof.
38. The contractor shall not employ child labour and shall submit list of workers along with their ages to The Dean, B.Y.L. NAIR CH. Hospital, from time to time and as and when any new employee is appointed.
39. The contractor shall keep a complaint book at the counter, which shall be made available to the members for recording their complaints.
40. The contractor shall serve eatables and articles of food and non-alcoholic drinks etc. at the said mess without any discretion and reservation of class, caste, creed or religion.
41. The contractor shall not encroach upon any spaces beyond that are allotted to him in any manner. Any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions and shall be dealt with accordingly.
42. The contractor shall conduct Pest Control at canteen premises twice in a month at his own cost to keep the canteen premises insect free.
43. The contractors shall not carry out any addition alteration to the said premises. If any structural alteration and / or additions are required by the contractors, he shall have to apply for permission in writing to The Dean, B.Y.L. NAIR CH. Hospital, who may (if required) grant such permission on condition that the cost of such alteration and / or additions or any part thereof should be borne by the contractors. The contractors shall not be allowed to dismissal of remove the said alterations and / or additions or any part thereof while leaving the premises without prior permission of The Dean, B.Y.L. Nair Ch. Hospital.
44. The staff employed for managing the said mess shall be liable to Medical Examination by the Medical Officer of Brihanmumbai Municipal Corporation at the time of employment and at regular intervals thereafter, on a reasonable notice by the contractor and such members of the staff of mess as shall be certified unfit to serve in the Mess by the Medical Officer of Brihanmumbai Municipal Corporation shall be immediately removed from the service in the Mess and will be replaced by other staff to be approved by the officers. The contractor shall provide adequate number of servants for service in the mess. The number of such servants shall depend upon the number of users of the mess and shall be finalized from time to time in consultation with competent Municipal Officer.

IN WITNESS HEREOF of said contractor and the Dean, B.Y.L. NAIR CH. Hospital, have herein to get themselves hands and the seal of the Corporation has been here upto affixed the day and the year first have written

SIGNED, SEALED & DELIVERED BY

Dean, B.Y.L. NAIR CH. Hospital, Mumbai Central, Mumbai - 400 008

Dean,
(B.Y.L. NAIR CH. Hospital)

In the presence of

1. _____

2. _____

SIGNED, SEALED & DELIVERED BY

The said contractor

The common seal of the

Brihanmumbai Municipal Corporation,

Was affixed on the _____ day of

Seal of the
Brihanmumbai Municipal Corporation

In the presence of

1. _____

2. _____

(Two members of the standing committee of the Brihanmumbai Municipal Corporation)

Witness

Municipal Secretary

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

ANNEXURE -5

Mahatender ID No. 2025_MCGM_1217479_1

PRO-FORMA for uploading details of EMD

(To be uploaded in PACKET A)

1	Name of Tenderer			
2	Name of Supply			
3	Department			
4	Mahatender ID. & Date Due Date			
5		Details	E.M.D.	Annexure-3 (Affidavit)
	a	Amount Rs.		-
	b	On line Payment.		-
	c	Date		-
	d	Bank Details:-		-
	e	IFSC Code:-		-
6	Is original uploaded?	Annexure-3	-	

Full Signature of the tenderer with Official Seal & Address

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

ANNEXURE -6
Tender No. NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1
(To be uploaded in Packet A)

EXPERIENCE CERTIFICATE

“M/s_____running mess/canteen _____
to our institution for_____ (month/year). The food was satisfactory
and the service support is adequate”.

Signature and designation of the
Authorized officer issuing certificate

NOTE :

1. Experience of minimum 5 years experience of running Mess/Canteen for minimum **500** persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities
2. The above mentioned certificates which must be valid and current on due date should be uploaded.
3. Experience Certificate should be in the name of Bidder Scanned copies shall be uploaded in the Packet “A”.
4. Bidder shall provide certified copies of the allotment letter along with completion certificates in support of the experience.

PROFORMA FOR Statement of experience Certificate

(For the period of last five years)

Tender Reference No.: _____

Date of Opening : _____

Time : _____

Name & Address of the Tenderer: _____

Order placed by (Full address of origination/ institution)	Description and quantity of ordered services	(attached documentary proof)
1	2	3

Signature & seal of the Tenderer

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

Bidder shall provide certified copies of the Executed work orders along with completion certificates in support and performance certificates of the experience having minimum experience of minimum five years of running Mess/Canteen for with license u/s.394 of MMC Act. having capacity of minimum 500 persons (Use separate sheet, if necessary)

ANNEXURE – 7
Tender No. NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1
(To be uploaded in Packet 'B')
FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the ----- month of 20---- between Brihanmumbai Municipal Corporation acting through Shri ----- (Name and Designation of the officer) (hereinafter referred to as the "BMC" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. ----- (Name of the company) represented by Shri -----, Chief Executive Officer / Authorised signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BMC invites for the -----

----- (Name of the Stores / Equipment / Service, Tender No. & Date)
and the Bidder /Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company/ Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BMC is Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BMC to obtain the desired said stores / equipment / services / works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BMC will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the BMC will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF THE BMC

1.1 BMC commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in

conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 BMC will during tender process treat all service providers with equity and reason. The BMC before and during tender process provide to all service providers the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Brihanmumbai Municipal Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE SERVICE PROVIDERS / CONTRACTORS

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.

2.2 The Service providers 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 BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder further undertakes that it 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 BMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BMC.

2.4 The Service providers/ Contractors will not enter with other service providers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.5 The Service providers / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the service providers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business

relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Service providers/ Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.

2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.

2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.

2.9 The Bidder will promptly inform the Independent External Monitor (of BMC) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in BMC

2.10 The Service providers / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

2.11 The Service providers / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.

2.12 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.

2.13 The Service providers / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

2.14 The service providers / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND

EXCLUSION FROM FUTURE CONTRACTS

If the Service providers/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation

of aforesaid provision or in any other form such as put his reliability or credibility into question, the BMC is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Service providers would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.

4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Service providers/ Contractors from participating in future bidding process of BMC for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower

price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.

6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

6.9 The word "IEM" would include both singular and plural.

6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

9.2 If the Contractor is a partnership, this Agreement must be signed by all partners members.

9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

10. The Parties hereby sign this Integrity Pact at -----on-----

	BMC	BIDDER/SELLER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	----- -----	----- -----
Dated	-----	-----
	WITNESS-1(BMC)	Witness-1(BIDDER/SELLER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	----- -----	----- -----
Dated	-----	-----

(The above undertaking shall be submitted by the bidder on Rs.500/- stamp paper)

ANNEXURE – 8
Tender No. NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1
INTERNAL GRIEVANCE REDRESSAL MECHANISM
(To be uploaded in Packet 'A')

BMC 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, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC 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.

BMC 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 BMC 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 BMC.

1" 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, 2 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 (PH) 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, 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 BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a 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 bidder
with official Seal & Address**

Annexure – 9

Tender No. NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1
(To be uploaded in Packet ‘A’)

DETAILS OF LITIGATION HISTORY

1. I M/s. participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

2. I M/s. participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

Sr. No.	Year	Action taken	Name of the Organization	Remarks
1.				
2.				
3.				
4.				
5.				

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or in complete, then BMC can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

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

(The above undertaking shall be submitted by the bidder on Rs 500/- stamp paper)

ANNEXURE -10
Tender No. NTD/MESS/II/1033
Mahatender ID No. 2025_MCGM_1217479_1
(To be uploaded in Packet 'A')
AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,
The Municipal Commissioner,
BMC

Subject: Tender No. _____

due on

Sir,

Mr..... has been authorized to be present at the time of opening of above tender due on _____ at 16:00 hrs on my/our behalf.

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Special Annexure- I

(It shall be uploaded in Folder B)

Tender No. NTD/MESS/II/1033

Mahatender ID No. 2025_MCGM_1217479_1

Sr. No	SAC /HSN Code	Item/Work Description	Bidder To Indicate The Amount Of Applicable Taxes.			
			CGST	SGST	IGST	Other Taxes If Any
			%	%	%	%
Total						

Note-

- 1) This is only format of special Annexure-1. Bidder should not disclose rate in special annexure-1
- 2) Bidder shall submit tax structure for all items i.e. CGST, SGST, IGST

MENU ITEMS/DAY	DAILY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST WITH TEA/MILK	NON-VEG	OMLETE/BHURJI	OMLETE/BHURJI	OMLETE/BHURJI	OMLETE/BHURJI	OMLETE/BHURJI	OMLETE/BHURJI	BOILED EGG
	VEG	IDLI/BREAD WITH BUTTER	MISAL PAV	UPMA	PURI BHAJI	POHA	MEDU WADA	UTAPPA
10 AM TEA	DAILY	TEA	TEA	TEA	TEA	TEA	TEA	TEA
LUNCH	NON-VEG	CHICKEN	EGG CURRY	CHICKEN	FISH CURRY	MUTTON	FISH CURRY	CHICKEN
	VEG	DAL, RICE, CHAPPATI, BHAJI(GRAVY+SUKHI),	KADHI, RICE, CHAPPATI, BHAJI(GRAVY+SUKHI),	DAL, RICE, CHAPPATI, BHAJI(GRAVY+SUKHI), FRUIT(SALAD), CURD				
EVENING SNACKS + TEA		POHA/BREAD BUTTER	NOODLES / BHAJIYA-POTATO	SANDWICH / BREAD PAKODA	SABUDANA KHICDI/WADA	SHEERA/UPMA	BHEL/MIXED WHOLE GRAINS	BREAD BUTTER/BHAJIYA-
DINNER	VEG	DAL, RICE, CHAPPATI, BHAJI(GRAVY+SUKHI), FRUIT(SALAD), CURD						
	NON-VEG			EGG CURRY		EGG CURRY		EGG CURRY
Night Snacks (On duty students nurses)		BREAD BUTTER, BANANA, EGG (EACH 2)	WADA PAV, BANANA, EGG(EACH 2)	OMLETE BREAD, BANANA,EGG(EACH 2)	NOODLES, BANANA, EGG (EACH 2)	BREAD BUTTER, BANANA,EGG (EACH 2)	BREAD BUTTER, BANANA, EGG (EACH 2)	JAM BUTTER, BANANA, EGG (EACH 2)

Sd/

Dean (B.Y.L. Nair Ch. Hosp.)