

BRIHANMUMBAI MUNICIPAL CORPORATION

Office of Chief Medical Superintendent & Health of Department (Secondary Health Care Services), 2nd and 7th Floor, K.B.Bhabha Hospital Building, R.K.Patkar Marg, Bandra(W), Mumbai – 400 050.



TENDER DOCUMENTS FOR

Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri.

**FOR
B.M.C.
MUMBAI**

Website: <https://gem.gov.in>

BID No.: GEM/2026/B/8020599

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

PREAMBLE

The Brihanmumbai Corporation of Mumbai invites Tenders from the Bidders dealing in the line for Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri.

1. E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

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

Sub: E-TENDER NOTICE FOR Supply of Cooked Veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri.

No CMS&HOD/SHCS/4326 Dated 11.09.2026

BID No: GEM/2026/B/8020599 Dated 10.09.2026

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

Bidders who wish to participate in the Bidding process must register on the website <https://gem.gov.in>. 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). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Gem Portal <https://gem.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 'eProcurement' 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:

Sr. No.	Description	Tender Fee (Rs.)	EMD (Rs.)	Start date & time for online Bid Downloading	End date & time for online Bid Submission
1	Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri <u>GEM/2026/B/8020599 Dated 10.09.2026</u>	19,965/- + 18% GST	26,96,000/-	12.09.2026 at 11:00 hrs.	28.09.2026 till 16:00 hrs.

The pre-bid meeting will be held **on 18.09.2026 at 3.00 pm, venue of the same is at Office of Dy. Municipal Commissioner (Public Health), 3rd floor, Annex Building, Mahapalika Head Office, CST, Mumbai – 400 001.**

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

Payment of Tender Fee:-

[A] For General Bidder:-

Tender Fee, as mentioned in the Header Data, shall be paid DD (Demand Draft) Format. The Tender Fee once paid shall not be refundable. The bidder shall upload the receipt of Tender Fee payment in the Technical Packet. Failure to pay the Tender Fee shall render the bid non-responsive.

DD submit before opening of Technical packet of tender. Demand Draft shall addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted before Technical packet of tender, failing to which their offer will be treated as non-responsive.

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

- 1) The Micro and small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, shall also have to pay the full tender fee amount online, failing to pay full tender Fee amount, liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act- 2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid registration certificate in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.
- 3) The Micro and Small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full Tender Fee amount online, failing to pay of full tender fee amount liable for rejection of tender.

Payment of E.M.D.(Earnest money deposit):-

[A] For General Bidder:- EMD (as mentioned in the Header Data) should be Paid in DD Format and submit before opening of Technical packet of tender. Demand Draft shall be addressed to 'Brihanmumbai Municipal Corporation'. Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted before opening of Technical packet of tender, failing to which their offer will be treated as non-responsive.

[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:- Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest money Deposit.

Note:-

- 1) The Micro and Small manufacturers/ suppliers not registered under MSMED Act-2006 or under Micro, Small and Medium enterprises shall also have to pay the full EMD amount online/offline, Failing to pay of full EMD amount liable for rejection of tender.
- 2) The Micro and Small manufacturers/suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises but fails to produce/upload valid registration certificate in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.
- 3) The micro and small suppliers registered under MSMED Act-2006 or under Micro, Small and Medium enterprises, but fails to produce/upload valid authorization letter from the manufacture in tender shall also have to pay the full EMD amount online/offline, failing to pay of full EMD amount liable for rejection of tender.

However, EMD & Tender fees Scanned copy of DD shall be uploaded in Technical packet and Original DD shall be submitted before opening of Technical packet.

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

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

Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.

****Instructions to bidder-** All bidders must refer to the Buyers RFP / BMC's Tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP / BMC's Tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC's Tender Document shall prevail.**

**By Order of the
Commissioner of Brihanmumbai Municipal Corporation**

**Sd/-
CMS&HOD(SHCS)(I/c.)**

Address for Communication and Venue for opening of BID:
Office of Chief Medical Superintendent & HOD(SHCS),
2nd Floor, K.B.Bhabha Hospital, R.K.Patkar Marg,
Bandra(W), Mumbai – 400 050.
Tel. No. 022 26422 775
E-mail: cmsph_2006@yahoo.co.in

For detailed tender document please scroll down

2 - HEADER DATA

BID No.:	GEM/2026/B/8020599 Dated 10.09.2026
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri.
Estimated Cost	Rs. 13,78,40,000.00
Tender fee of E-Tender	Rs. 19,965/- + 18% GST
Earnest Money Deposit	Rs. 26,96,000/-
Pre Bid Meeting	<u>On 18.09.2026 at 15.00 Hrs.</u> <u>Venue- Office of Dy. Municipal Commissioner (Public Health), 3rd floor, Annex Building, Mahapalika Head Office, CST, Mumbai – 400 001.</u>
Start Date and Time of Bid Submission	12.09.2026 at 11.00 Hrs.
End Date and Time of Bid Submission	28.09.2026 up to 16.00 hrs.
End date & time for receipt of EMD	28.09.2026 up to 16.00 hrs.
Opening of Packet A	30.09.2026 from 15.00 Hrs.
Opening of Packet 'B'	
Opening of Packet 'C'	14.10.2026 at 15.00 Hrs.
Address for Communication	Office of CMS&HOD(SHCS), 7 th Floor, K.B.Bhabha Hospital Building, Bandra(W), Mumbai – 400 050. Tel. No. 022-26405226 Ext. 4530
Venue for opening of bid	Same as above

This tender document is not transferable

3. Instructions to Vendors participating in e-Tendering Process

1.	The e-Tendering process of BMC is enabled through GeM portal (http://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from GeM portal.
2.	Bidder should do online enrolment in this portal using the option click here to enrol available in the Home page. Then the Digital signature enrolment 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 eMudra CA/GNFC/IDRBT/MTNL Trust line/Safe Script/TCS.
3.	Bidders then logs into the portal giving user id/password chosen during enrolment and follow the instruction 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://gem.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 on 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 clarification, this may be obtained online through the e-Procurement Portal or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and/or Tender Document.
12.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward offices. Bidders should submit the receipt of fee paid to process EMD refund. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.
13.	The bidder reads the terms and conditions and accept the same to proceed further to submit the bids.
14.	Additional information can be availed by referring to FAQs in the e-Procurement section of BMC portal.
15.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 from 11.30 AM to 5.00 PM on all working days of BMC.
16.	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 problem at their end, inter 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).

17.	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.
18.	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.
19.	The bidder may submit the bid documents online mode only, through GeM portal. Offline documents will not be handled through this system.
20.	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.
21.	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 the participate in the bid opening event.
22.	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.
23.	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.
24.	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.
25.	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.
26.	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.
27.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC portal and on GeM portal.
28.	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.
29.	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 invalid offers and shall be rejected summarily without any consideration.
30.	As BMC has switched over to e-Tendering, if any reference in this tender document are found as per manual bidding process like Packet 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.

31.	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.
32.	The browser setting required for digitally signing the uploaded documents are provided under download section of GeM Portal. Site compatibility required for GeM portal has been provided under Site compatibility on Home Page of GeM Portal.
33.	The administrative, technical and commercial evaluation documents will be available for all the participating vendors after completion of the evaluation.
34.	Additional information can be availed by referring the FAQs under FAQ on Home Page of GeM portal.
35.	For any help, in the e-Tendering process, can be availed by dialling help-desk number or Email support provided under contact as on Home Page of GeM Portal.
<u>SPECIAL NOTE:</u> Tenderers are requested to go through the bid submission guidelines as given I Bidders manual kit-online bid submission-Three Cover Bid Submission New on e-tendering portal of Government of Maharashtra i.e. http://gem.gov.in Bidders who wish to participate in the Bidding process must register on the website http://gem.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 Authority (CA). Interested Bidders should follow the “Manuals” available on GeM Portal (https://gem.gov.in)	

3. FLOW OF ACTIVITIES OF TENDER

1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal& GeM Portal.
2.	Download the tender documents from the Tender section of GeM Portal
3	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and GeM 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 GeM Portal.
5.	All the information documents are published under the “e-Procurement” section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through GeM portal https://gem.gov.in on or before due date and time prescribed.
7.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of BMC Ward offices Citizens Facilitation Centers (CFCs) by collecting Challan from Office of CMS&HOD (SHCS).
8.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and the BOQ template should be uploaded after filling the relevant columns.
9.	Technical offer, i.e. Packet “B” of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet “C” of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online. After finalized L1 bidder, it is necessary to give demonstration of quoted model by L1 bidder.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
13.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
14.	Supply of materials described in the specifications and as per terms & conditions.

5. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

Before filling in the tender, tenderers are requested to go through the “General Instructions to

Tenderers”, the “Mandatory conditions”, all “Annexure”, “Articles of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned. The contract period for this tender is THREE years from date of acceptance.

Eligibility Criteria

1.	<u>Who can Quote:</u>
	a) • Only those registered firms/Proprietary concern/partnership concerns/ companies having 3 years experiences of supply cooked food in any Government Hospital to minimum 600 patients. • Turnover of the firm should not be less than Rs. 4,71,74,400/- in the last 3 consecutive years (Rs. 1,57,24,800/- p.a.). • Must possess License issued by Public Health Department u/s. 394 under Mumbai Municipal Corporation Act 1888. • Food Business Operator compulsory submit license & fulfill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and Standards Act, 2006. As prescribed under section 32(1) of FSS Act, 2006. • Food Business Operator engaged catering units are under obligation under FSS Act, 2006 to not only obtain FSSAI licenses but also to follow the General Hygienic & Sanitary Practices (GHSP) as stipulated in part V of the Schedule 4 of FSS (Licensing and Registration of Good Businesses) Regulations, 2011. RESERVATION FOR MAHILA SANSTHA – Registered MAHILA SANSTHA are qualified to fill and submit the tender. a. 50% of the schedule quantity for Registered Mahila Sanstha on fulfilling all the terms and conditions of the tender and if the rates offered by them are lowest, Contract for Supply of Cooked Veg. Food (Morning and Evening) and breakfast with tea (In the Morning) and Biscuit and tea in the Afternoon will be awarded to them. b. However, if the rates offered by them in the tender are higher than lowest bidder’s rates then 50% of the reserved the tenders will be Awarded for Mahila Sanstha, if Mahila Sanstha agrees, to accept the rates quoted by Lowest Bidder in the tender for Supply of Cooked Veg Food (Morning and Evening) and Breakfast with Tea (In the Morning) and Biscuit and Tea in the Afternoon. c. If, no Mahila Sanstha participated in the Tender or not agree to run the Supply of Cooked Veg. Food (Morning and Evening) and Breakfast with Tea (In the Morning) and Biscuit and Tea in the Afternoon at lowest bidder rate, then contract will be awarded to the Lowest Bidder. d. No relaxation in any terms and condition of the tender will be made for the Mahila Sanstha. e. Additional Mandatory Terms and Conditions for Mahila Sanstha to participate in the tender: ○ Mahila Sanstha should participate in the tender. ○ Mahila Sanstha should be registered under the Public Trust Act 1950 or Society Registration Act 1860. Mahila Sanstha shall scan and upload the copy of registration certificate. ○ Mahila Sanstha should scan and upload the certified copies of last three financial years audit reports.

	○ Mahila Sanstha should upload the proof with the certificate that Mahila Sanstha is working for minimum 2 years in the field of female welfare. ○ To upload the information about their works, number of members etc.
ii)	<u>Turnover:</u> The average annual turnover of the bidder during preceding three financial years shall be minimum Rs. 4,71,74,400/- (Rs. 1,57,24,800/- p.a.). Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET- 'A' Administrative).
iii)	<u>Experience:</u> • Only those registered firms/Proprietary concern/partnership concerns/ companies having 3 years experiences of supply cooked food in any Government Hospital to minimum 600 patients. • Turnover of the firm should not be less than Rs. 11,00,73,600/- in the last 3 consecutive years (per annum Rs. 3,66,91,200/-). • Must possess License issued by Public Health Department u/s. 394 under Mumbai Municipal Corporation Act 1888. • Food Business Operator compulsory submit license & fulfill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and Standards Act, 2006. As prescribed under section 32(1) of FSS Act, 2006. • Food Business Operator engaged catering units are under obligation under FSS Act, 2006 to not only obtain FSSAI licenses but also to follow the General Hygienic & Sanitary Practices (GHSP) as stipulated in part V of the Schedule 4 of FSS (Licensing and Registration of Good Businesses) Regulations, 2011. Experience Certificate, documentary evidences shall be uploaded during the submission of the tender <u>(Annexure –5 & 5a)</u>. Service provider shall have to upload original copies of the experience /documentary evidences in support of the experience.
iv)	The tender shall be uploaded 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'.
2.	<u>Where and how to submit the tender</u> (Refer Section 4-Flow of activities of Tender & Section 5: Instructions to Tenderer participating in e-Tendering.) The e-Tendering process of BMC is enabled through GeM portal https://gem.gov.in in three packets system i.e. Administrative Bid (Packet A), Technical Bid (Packet B) & Commercial Bid (Packet C) along with EMD. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital Signature certificate should be obtained from competent authority. However, the e-tender website or helpline numbers may guide you for obtaining the same. Deadline for submission of bid – as per schedule mentioned in tender notice.
3.	<u>The Three Packets system:</u>
i.	The tenderer should upload tender in three 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.
ii.	All the documents should be strictly uploaded in P.D.F. Format.
iii.	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 GeM

	Portal within 7 working days from the date of intimation from BMC.
iv.	If the information of shortfall documents asked by concerned BMC officer through GeM portal is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as non-compliance of the shortfall from the tenderer end and his offer will be treated as non-responsive.
v.	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.
vi.	The tenderer must scan and upload the currently valid documents including the due date and time of tender.
vii.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	All addendums/corrigendum shall be uploaded along with tender document.
A)	Administrative documents – Packet ‘A’ The following documents shall be submitted in the Packet A:
1)	Chartered Accountant’s Certificate for turnover of the tenderer for preceding three financial years.
2)	The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 months prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
3)	Certified copy of latest partnership deed in case tenderer is a partnership firm. Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head office before Execution of Contract.
4)	Firm/Company/Sanstha Registration Certificate e.g., Certification of Incorporation/ Articles of Association/Memorandum of Association etc.
5)	List of all Directors/Partners with complete residential & Business address, Telephone No., Mobile No. and e-mail ID alongwith their signature on letter head of the tenderer.
6)	Power of Attorney: If tender is signed by a person holding power of attorney. The postal address of residence, business along with telephone no., fax no., mobile no. and e-mail id shall be furnished.
7)	Registration certificate under ESIC Act 1948 if 10 or more workers are on the establishment of Tenderer. OR valid Declaration on Rs. 200/- stamp paper if registration under ESIC Act is not applicable.
8)	Registration certificate under EPF & M Act 1952 if 20 or more workers are on the establishment of Tenderer. OR valid Declaration on Rs. 200/- stamp paper if registration under EPF & M Act 1952 is no applicable.
9)	Particulars about the Tenderer on Letter Head of the Tenderer (Annexure –1)
10)	Tender form on tenderer’s letter head with signature of Proprietor/Managing Director/2 Directors/All partners as the case may be. (Annexure -2)
11)	Notarized Declaration made by the tenderer on Stamp Paper of Rs. 200/- with signature of Proprietor/Managing Director/2 Directors/All partners as the case may be presence of 2 witnesses. (Annexure-3)
12)	Authorization letter for attending tender opening (Annexure-6)
13)	Articles of Agreement (Annexure 7)
14)	Tender document (except Annexure)
15)	VAT / GST Registration and Clearance Certificate (as applicable).

16)	PAN CARD a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. 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.
17)	Copies of last three years of Income Tax returns (Tabulation statements not required)
18)	Agreement of integrity pact (Annexure- 10)
19)	Authorization letter of authorized representative for downloading and uploading tender on the letter head of Service provider (Bidder)
20)	Declaration of Service Items Quoted on letter head of the Bidder. (Annexure – 11)
21)	Declaration for Qualifications and numbers of various Intensivists Drs. available on letter head of the Bidder
Annexure only for information: (Not to upload in Packet A)	
01)	List of the Bank (Annexure –08)
02)	Grievance redressal Mechanism (Annexure –09)
Note: If the tenderer has not uploaded all the documents as mentioned in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self-attested, signed, scanned copies of the documents asked for. Also, it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non-submission of documents in packet 'A'.	
(B)	Bidder's Folder: Packet 'B' The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid documents on or before the due date and due time of bid submission. Technical Documents Packet B 1. Performa for Service Provider (Annexure – 4) 2. Past performance/ experience certificate. (Annexure– 5 and 5a) Past Performance or Experience Certificate should be in the name of Bidder. 3. Valid registration under Service Tax/Works Contract Act, Contract Labour (Regulation and Abolition) Act, 1970, Shops and Establishment Act, Professional Tax, etc. Note: If the tenderer has not uploaded all the documents in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply by e-mail and can upload self -attested, signed, scanned copies of the documents asked for. Also, it shall be noted if the documents are not submitted within the period of 7 days from the date of intimation, then 5% amount of EMD will be forfeited for non -submission of documents in packet "B".

	<u>NOTE 1: All the documents in Packet ‘A’, Packet B and C should be uploaded in P.D.F. Format only.</u> The documents which are uploaded in Packet A, Packet B and C with bid original of which, if called, shall be produced for verification within 3 days. Also, if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However, if competent authority agrees to accept, the short documents of Packet A, Packet B and C the same will be accepted by imposing penalty of Rs. 2,000/- per document <u>Administrative and Technical Bid will be opened on</u> the due date and time as defined for the bid in the system or as informed to as intimated by mail to Bidders. Financial Bid/ commercial bid of the respective bidder submitted online will be opened only if the administrative documents in Packet ‘A’ and technical documents in Packet “B” are acceptable. The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer. The Bidder shall be required to upload original copies of the relevant documents / evidences in support of technical ability for technical evaluation. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. the technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened
(C)	<u>Commercial bid:</u> The commercial bid has to be submitted online by filling the rates using the user ID, password and using digital signature. Commercial Bid will be automatically generated as per item data. Tenderer/Service Provider should fill rate for the services mentioned in the Item data tab. Note: <u>** All the documents uploaded in Packet ‘A’, Packet ‘B’ & Commercial Packet should be digitally signed.**</u>
4.	<u>Documents to be uploaded</u> All required original documents (or Attested Photocopies of specific documents) shall be scanned & uploaded. The documents shall be attested from Gazetted officer of the State/central Government or from the Officer of Brihanmumbai Municipal Corporation not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet A and Packet B).
5.	<u>Procedure for the opening of the tender Packet</u> <u>Packet ‘A’ will be opened online on the due date and due time as stated in the header data when the tenderer or his authorized representative will be allowed to remain present.</u> <u>Packet “B” will be opened only if the administrative offer in Packet ‘A’ is acceptable.</u> <u>Commercial Packet 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” is found non-acceptable or found incomplete Commercial Packet will not be opened and offer will be kept out of consideration. The date and timing of opening of Commercial Packet will be intimated to the responsive Tenderer via mail. No complaint for non-receipt of such intimation will be entertained.</u>
6.	<u>Authentication for documents</u> The responsibility to produce correct and authentic 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 from the contractors’ dues the damages/losses occurred thereof.
7.	<u>Translation of certificates</u> 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.
8.	<u>Sign and seal:</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by 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 vendor which shall include acceptance of special directions/terms and conditions if any, incorporated. 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 submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
9.	<u>Paying E.M.D.</u> The tenderer shall have to <u>pay EMD of Rs. 26,96,000/-</u> through online payment only <u>Note: The tenderers shall have to pay the tender EMD amount through on line payment only.</u>
10.	<u>Refund of E.M.D.</u> The EMD shall be refunded to the unsuccessful tenderers in due course of time. However, in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the B.G. 5% contract deposit for due execution of the contract. OR The EMD of the tenders who have been awarded the contract will be refunded only after 5% contract deposit is paid to BMC. The EMD of contractors, who have submitted BG in lieu of 5% contract deposit, will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.
11.	<u>Pre-bid Meeting :-</u> The pre-bid meeting will be held on <u>18.09.2026 at 3.00 pm, venue of the same is Office of Dy. Municipal Commissioner (Public Health), 3rd floor, Annex Building, Mahapalika Head Office, CST, Mumbai – 400 001.</u> 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 through BMC Web site only. 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. Non-attendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender / projects.
12.	<u>Name of Partners</u> 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.
13.	Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as

	husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.
	(A) If it is found that firms as described in clause 13 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 13 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. 13 (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 (13, 13(A) or 13(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.
14.	<u>Contract deposit value</u> Successful tenderer shall have to pay a contract deposit <u>@ 5% of contract cost</u> either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation valid for <u>42 Months</u> as same will be retained up to 6 months after completion of contract period. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.
15.	<u>Execution of written contract</u> 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 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. All such power of attorney must be registered in the office of the Chief Accountant and/or CMS&HOD(SHCS) should be informed accordingly. In case of joint stock company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and CMS&HOD(SHCS) should be informed accordingly. Tenderers failing to pay the contract deposit and / or failing to submit all the documents to execute the contract within 15 days from the receipt of the contract document, shall be deemed to have committed a breach of the undertaking given by them in their tender and their EMD shall be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.

16.	<u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.
17.	<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 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.
18.	<u>Variation in rate</u> Tenderers shall fill in the tender carefully after noting the scope of work of the required services. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
19.	<u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable except Service Tax. Service Tax will be paid by BMC separately / extra as per applicable rate from time to time. If asked for, tenderer shall submit the documentary evidences of duty/tax paid by him.
20.	<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" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
21.	<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.
22.	<u>Validity:</u> The validity of the offer should be for at least 90 days from the date of the opening of the tender. Tenders specifying validity less than 90 days shall be rejected outright.
23.	<u>Bidders address</u> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per format given in Annex - 1</u>
24.	<u>Order</u> The user department will place the service orders as and when required
25.	<u>Contract</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are construed accordingly. 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. The Contract Agreement means the agreement entered into between the BMC and the Supplier. The date of the Contract Agreement shall be recorded in the signed form. <u>Tenderer must distinctly understand:</u> 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. 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.
26.	<u>Contract Postponement:</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits 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.
27.	<u>Acceptance of Tender</u> The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the condition of tender without assigning any reasons.
28.	<u>Acknowledging communications</u> Every communication from the CMS&HOD(SHCS), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.
29.	<u>Jurisdiction of courts</u> In case of any claim, disputes or differences arising in respect of a contract, the causes of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.
30.	<u>Taxes and Duties</u> All the rates quoted by the tenderer should be inclusive of all taxes and duties except service tax. If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.
31.	<u>Information regarding payment</u> Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract. Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5,000/- per change as administrative charges for effecting such changes in BMC records. NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.

	NOTE 3: The rates to be quoted in this tender shall be inclusive of all the taxes and duties as applicable except service tax.
32.	<u>Rejection</u> If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he 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. Bidder shall arrange the 2 dignitary authorized by CMS office visit to site hospital who's experience attracted in packet B at his own cost. If arrangement at that hospital are found in accurate then BMC will declare respective bidder as NON-RESPONSIVE.
33.	<u>Penalty</u> If the successful tenderer fails to comply with work/purchase the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(Health)/ CMS&HOD(SHCS) shall exercise his discretionary power either:- To recover from contractor as agreed, the liquidated damages or by way of penalty half percent of the price of the equipment which the contractors has failed to <u>supply of Morning Tea with Breakfast, Cooked Food in the Noon, Tea with Biscuits in the evening and Cooked food in the Night</u> as aforesaid per week or part thereof during which the supply of Morning Tea with Breakfast, Cooked Food in the Noon, Tea with Biscuits in the evening and Cooked food in the Night of such food may be in arrears subject to maximum limit @ 10% of the balance amount of the stipulated price of the equipment undelivered. Such penalty is to be deducted always by the consignee from the contractors balance bill, B.G. or EMD or any money due to the contractor from MCGM. <u>OR</u> a) To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors. <u>OR</u> <u>Penalty:-</u> 1. Rs. 1,000/- per day (for 1st instance) 2. Rs. 2,000/- per day (for 2nd instance) 3. Recover @ 10% of total bill amount of that month after 2nd instance from the monthly bill of service provider. 4. Rs. 5,000/- per day (for sub-standard food supply) If such happens more than 3 times during a month, then to cancel the allotted contract and forfeiture of EMD, contract deposit and blacklisting the firm/ company alongwith their partners/ directors.
34.	<u>Consequence of Substandard /Short supply:</u> Tenderer shall have to provide replacement for outsourced Hospital man power which is not as per Qualifications mentioned in the tender document. Replacement shall be done immediately from intimation from the concerned department, and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor 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 tenderer immediately on demand, failing which the same shall be recovered from other dues payable to the contractor from the Brihanmumbai Municipal Corporation.
35.	<u>Blacklisting:</u> The firm shall be black-listed, if it is found that: i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/ Information OR iii) In case of non-supply of required man power or supply of non-qualified / untrained man power.
36.	<u>Payment of legal and stationery charges.</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the Man Power as per prevailing circular.
37.	<u>Stamp duty</u> 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.
38.	<u>Amendment to tender documents</u> 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 the newspapers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'
39.	<u>Secrecy</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.
40.	<u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises.
41.	The services mentioned in item data are based on the requirement of user department.
42.	BMC has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25,000/-. The details of 'Procurement Redressal Committee' are given in <u>Annexure-11</u> .
43.	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>
44.	The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and

	blacklisting, for giving any information which is found to be incorrect and against the 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 Brihanmumbai 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."
45.	Tenderer Participating in this bidding process have to furnish the details in Annexure – 1 .
46.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
47.	<u>Risk & Cost :-</u> In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply the Man Power satisfactorily, as per the prescribed time as herein provided or in case, shall fail at once to replace any man power that may have been rejected as herein provided with other, of approved standard, the Municipal Commissioner shall be at liberty forthwith to procure the same from any other agency/s at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which include 15% Administration Cost, shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation.
48.	The Brihanmumbai Municipal Corporation reserves its right to inspect the premises of the company as and when required.
49.	Bidder 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 due to violation of terms and conditions of the tender allotted to Bidder 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.
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.	The services should be available Everyday as per the requirement of user department.
6: TERMS & CONDITIONS:	
1	Only those registered firms/Proprietary concern/partnership concerns/ companies having 3 years experiences of supply cooked food in any Government Hospital to minimum 600 patients and turnover of the firm should not be less than Rs. 4,71,74,400/- (Rs. 1,57,24,800/- p.a.) in the last 3 years will be eligible to submit the tender online.
2	The Tenderers should have experience of supplying cooked food to the minimum 600 patients in any reputed government hospitals. The E- Tenderer shall provide the cooked food thali & breakfast with tea & tea with biscuits on all days of the week including Sunday, public holidays during the contract period.
3	Time of Supply: Successful E-Tenderer must supply cooked food Thali to inpatient of Group of TB

	Hospital, Shiwri at 11.30 a.m. in the morning & at 7.30 p.m. in the evening & breakfast at 09.00 a.m. in the morning and tea with biscuits in afternoon at 3.00 p.m.
4	Tenderer should have their own neat and clean kitchen, from the hygienic point of view which will be inspected by the competent authority of the hospital, before awarding contract.
5	Order: E-Tenderer shall collect order (indent) for next day diet & breakfast from the office of 1. Group of TB Hospital, Shiwri
6	E-Tenderer must possess License issued by Public Health Department u/s. 394 & PAN card, Vendor registration no., experience certificate etc.
7	Details such as names & addresses of partner/Proprietors/managing partner/managing Director/Holder of business must be submitted along with e- tender.
8	E-Tenderer must deposit EMD Rs. 26,96,000/- which is refundable only after submitting Bank Guarantee, Legal & Stationery Charges, Stamp Duty and Contract Agreement.
9	If the food supplied is of inferior quality / injurious to health, Municipal Corporation reserves the right to terminate the contract. In such case EMD will be forfeited.
10	If the E-Tenderer fails to supply food & breakfast for any reason to 1. Group of TB Hospital, Shiwri then those hospital will make the necessary arrangement of supplying food & breakfast from the nearby restaurant / caterer. In such case the difference in food cost & 15 % supervision charges will be deducted from the bill.
11	The bill will be paid on monthly basis as per BMC norms and procedures from GTB Hospital, Shiwri.
12	The E-Tenderer shall bring the cooked food to hospital at their own cost.
13	The E-Tenderers shall not change the rates of cooked food thali & breakfast & tea during the contract period.
14	The Cooked Food Thali must have the food items as per specifications mentioned in the e-tender.
15	The rate quoted should be inclusive of all applicable taxes i.e. GST
16	In case of any dispute, decision of A.M.C. (City) / Dy. Municipal Commissioner (PH) / CMS&HOD(SHCS) shall be final & legally binding upon the E-Tenderer
17	The successful E-Tenderer shall submit with corporation written agreement embodying the above terms & conditions.
18	Tender is accepted only after recommendation and approval of Competent Authority.
19	The initial period of tenderer is 11 months only from the date of entering into the contract. The tender will however be renewed for further period of 2 tenure of 11 months each at the discretion of competent Municipal Officer not below the rank of Dy. Municipal Commissioner (PH)/Addl. M.C. (City) on his agreeing with the terms and conditions and provided the services rendered by the tenderer are satisfactory during the contract period.
20	The eatables and articles of food and drinks etc. shall be inspected from time to time and if any eatables or articles food or drink etc. is found on inspection to be injurious to health or substandard quality the licensee may become liable to pay a penalty of Rs. 1,000/- on each occasion and/or communicated by the CMO/MS of the Group of TB Hospital, Shiwri on each occasion.
21	The Tenderer shall deposit with the Brihanmumba Municipal Corporation 5% of the contract value as Security Deposit in Demand Draft or by way of Bank Guarantee (not to bear interest) for the due observance and performance of the terms and conditions etc. This amount of Security Deposit shall be forfeited by the Corporation in the event of the

	Tenderer committing any; breach in the observance and performance of these terms and conditions etc. and the Contract shall stand terminated automatically. If the Tenderer shall have duly and faithfully observed the terms and conditions etc. of the agreement and have satisfied all claims properly chargeable against them hereunder up to the date of will be returned to the Tenderer.
22	The tenderer shall prevent any disorder in the premises.
23	Space for Cooked food receiving will be given to the Tenderer.
24	The tenderer shall be responsible for any misconduct on the part of his servants or any Nuisance caused directly or indirectly by them.
25	In all case of dispute, the decision by the competent Municipal Officer not below the rank of Dy. Municipal Commissioner (PH) /Additional Municipal Commissioner (City) shall be final and binding upon the licensee.
26	The licensee shall not assign, transfer or sublet the right and liberties hereby granted to take any new partner or partners with item without the prior consent of Municipal Officer not below the rank of the Additional Municipal Commissioner (City) in writing.
27	The tenderer shall mentioned in tender form information about his past experience in catering, specifically mention whether they have undertaken such contracts with any public bodies, companies etc. supported by testimonials. Tenderer shall also furnish by indicating their financial support by way of solvency certificate of bankers.
28	The agreement of food contrives to be enforced until terminated by one calendar month in writing from either side.
29	Details of the partnership such as name, addresses and any special qualification must be submitted along with tender.
30	The licensee shall be entering into the agreement with the Corporation embodying the above names and condition and all cost incidentals their shall be borne by the licensee.

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	Annexure – 1 Particulars of the Tenderer	1	Annexure -5 Experience Certificate
2	Annexure – 2 Tender Form - Form of undertaking of Mandatory Conditions	2	Annexure 5A – Statement of experience certificate
3	Annexure -3 Undertaking to be signed by the Tenderer	3	Valid License u/s. 394 issued by Public Health Department of MCGM under MMC Act 1888.
4	Annexure -6 Authorization letter for attending tender opening	4	Total Annual Turnover Certificate of last 3 consecutive years
5	Annexure-7 Pro-forma of Articles of Agreement for Providing Services	5	Certified copies of the Executed orders along with completion certificates in

			support and performance certificates of the experience.
6	Annexure-8 List of Bank	6	Annexure-11 PRO-FORMA for uploading details of EMD, Annexure-3
7	Annexure – 9 Grievance Redressal Mechanism	7	Valid Fire Safety License
8	Annexure -10 Integrity Pact	8	Annexure A Irrevocable Undertaking
9	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)	9	Annexure B Specification of Foods
10	Firm, Company, Sanstha Registration Certificate		
11	Partnership Deed		
12	Power of Attorney to sign the tender		
13	Solvency Certificate		
14	C.A.'s certificate for turn over of the tenderer		
15	Pan Card with Photograph.(Only for Indian Bidder)		
16	GST registration Certificate. (Only for Indian Bidder)		
17	Valid Registration Certificate under EPF & M Act 1952		
18	PPF Registration No.		
19	Valid Registration Certificate under (ESIC) Act 1948		
20	Employees State Insurance Scheme (ESIS) Registration No.		

Full Signature of the tenderer with Official Seal & Address

6. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

“Force Majeure” shall mean any event beyond the control of B.M.C. or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- i. War, hostilities, invasion, act of foreign enemy and civil war;
- ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- iv. Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail;

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

Annexure -1
(Particulars about the tenderer)
(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

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

- 1) Name & Address of the tenderer.
- 2) Names and addresses of all the partners.
- 3) e-mail address of the firm
- 4) Name & address of the Bidder(s)
 - a. Registered Head Office with Postal Address and Telephone Numbers
 - b. Mumbai Office address with Telephone Numbers.

- 5) Total annual turnover in the last three Financial Year of the tenderer.
- 6) Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
- If so, furnish photo state copy of Certificate of Registration.
 - In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company etc.)
- 8) Whether tenderer is Manufacturer/Distributor/Dealer (State your category and upload document to this effect in 3-a/3-b formats.)
- 9) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 10) Location of other works owned by the firm/Service Provider (if any).

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

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

Annexure 2
(Tender Form)
(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

To

The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

I / We.....(full name in capital letters starting with surname of the Bidder/ Service Provider), the Proprietor /Managing Director / Holder of the business for the establishment / firm /

registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to

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

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply of Man Power 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.) through online payment 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 **90 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 on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated 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.**

1.
2.
3.
4.

Full Names and Residential Address

of all the partners constituting

The firm:

1. A/c. No.....
..... Name of the Bank.....
..... Name of the Branch.....
2.
.....
.....
3.
.....

Annexure – 3
(Undertaking to be signed by the Bidder/Service Provider)
(To be uploaded in PACKET A)

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

Date:.....

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

I / We..... (full name in capital letters starting with surname), the
Proprietor/ Partner /Managing Director / Holder of power of attorney of

..... the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1. I / we hereby confirm that I / we will be able to carry out the service work offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Brihanmumbai Municipal Corporation Act.
6. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
8. I / We shall not sublet the work to any agency without prior approval of the BMC.
9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
10. I / We understand that the quantity in the tender is approximate. The grand total of quantity mentioned in item data may increase or decrease by 10%. I / We accept that the Corporation agrees to purchase the articles valued at not less than 50 percent of the total amounts of the contracts.
11. I/We..... hereby further state and declare that-
I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any

disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract 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 its finds fit.

13. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC.
14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years

15. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes 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 e-tender.

19. I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

I/We _____ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.

20. I/We _____ hereby declare that we are using the energy for production purpose. However, there are less than 10 employees / Labors on our establishment.

OR

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

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

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under provisions of ESIC Act 1948 as this act is applicable to our firm.

(Note:- In future if nos. of employee/persons on our establishment will increase as stated above, the valid registration certificate under EPF & MP Act 1952 and ESIC. Act 1948 will be submitted immediately.)

21. I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this e-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 will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not

raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

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

19 I/We (Full Name in the Capital Letters starting with surname of the service provider) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer for **Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri for a period of 3 years** as mentioned in the tender & in accordance with the specifications therein.

I/We do hereby undertake that, we will keep our full control over **quality of the services provided for carrying out the required Hospital Functions as mentioned above, for a period of three years** as mentioned in the tender & in accordance with the specifications therein.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

Full name and complete address with
Tel. Nos.& E-mail address of
all partners
Signature of Tenderer
Trading under the name and style of

yours faithfully,

Office Stamp

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

Annexure 5

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

Experience Certificate
(To be uploaded in PACKET B)

(The following certificates which must be valid and current on the due date should be uploaded.)

Experience Certificate in respect of total supply of Doctors /Group of doctors/panels, total no. of locations and value of the work order to State Government / Central Government or their undertaking / Semi Government Local Bodies / Large Corporate (without disclosing rates therein) should be uploaded

**Signature and designation of the
authorized officer issuing performance
Certificate**

NOTE: Experience Certificate should be in the name of Bidder/Service Provider. Scanned copies shall be uploaded in the PACKET B. Bidder/service provider shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience.

Annexure 5 a

PRO-FORMA FOR STATEMENT OF EXPERIENCE CERTIFICATES

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

(For the period of last Three years)

Specify services provided / supplied to the State Government Hospital/ Central Government Hospital or their undertakings / Semi Government Hospital as shown below. (Use separate sheet, if necessary)

Tender No.: _____

Name& Address of the Tenderer: _____

Name & Address of manufacturer:

Order placed by (Full address of Ordering Authority/ Consignee)	Description and quantity of ordered services i.e. Category and No. of manpower.	(attached documentary proof) **
1	2	3

Signature & seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate. If at any time, information furnished is proved to be false or incorrect, the Earnest Money Deposit furnished will be forfeited.**

Note: - Experience Certificate should be in a name of the Bidder or Service Provider.

Annexure – 6

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

**AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING
(To be uploaded in PACKET A)**

No. _____
Date: _____
To,

The Municipal Commissioner,
Brihanmumbai Municipal Corporation

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized to present at the time of opening of above tender due on _____
at 15:00 Hrs. on my/our behalf.

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 7

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

Pro-forma of Articles of Agreement for Providing Services

Bid No.: _____

Due on : _____

Draft Articles of agreement for supply of veg. cooked food and breakfast with tea to the inpatients of Group of TB Hospital, Shiwri during the period from _____ to _____ as mentioned in this tender.

Quotation/Tender due on:-

Standing Committee Resolution No.

CASE No. _____ of _____ -

THIS AGREEMENT MADE ON THIS _____ day of _____

Two Thousands _____ between

Proprietor's or

Partners

Full Name/s

And

Addresses

In habitant/s of Mumbai carrying on business at _____

In Mumbai under the style and name of M/s _____ for and on behalf of himself/themselves, his/her/their heirs/ executors. Administrators and assignees (hereinafter called "the contractor/s") of the FIRST PART

AND

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

WHERE AS the Municipal Commissioner for Brihanmumbai Municipal Corporation has internally deputed, under Section 56 and 56(B) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1988 to the Addl. Municipal Commissioner (City) AND WHEREAS the Additional Municipal Commissioner(City) in pursuance of the power vested in him/her under the provision of Mumbai Municipal Corporation Act 1988 and in accordance with the provision of the said Act, invited Tender for running Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri during the period from ___ to ___ here to annexed.

2. AND WHEREAS sealed offer are invited from **registered firms/proprietary concern/partnership concerns/ companies having 3 years experiences of supply cooked food in any Government Hospital to minimum 600 patients and turnover should not be less than Rs. 4,71,74,400/- (Rs. 1,57,24,800/-) in last 3 consecutive years.** The offer of party of FIRST PARTY found to be acceptable.

AND WHEREAS the party of the SECOND PART vide sanction No. _____ dated _____ have agreed to grant permission to Supply of cooked veg. food (Morning and Evening) (Extra High Protein, Soft Non-spicy and Liquid or Blenderized Diet) and breakfast with tea (in the Morning) and Biscuit and tea in the afternoon (Expected 600 patient per day) at Group of TB Hospital, Shiwri with effect from _ to ___ for the period of 3 years on the terms and conditions hereinafter appearing:-

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

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

3. NOW THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties hereto as follows:
 1. This contract shall be deemed to have commenced as from the __ day of __ two thousand _____ and shall continue in force subject to the power of CMS&HOD(SHCS) for the time being to determine the same previously as hereinafter mentioned) until the __ day of _____ two thousand _____.
 2. The No. of patients to whom the food etc. is to be served as per the menu specified in the schedule is approximate and MS of Group of TB Hospital, Shiwri may, in her sole discretions and at the rates specified in the schedule, indent for any lesser or larger quantities depending upon the number of patients in the hospital. The articles of food shall be prepared from raw materials of unquestionable purity and of the best manufacture.
 3. The contractor shall have to obtain the necessary licenses from all the concerned departments like Health, shops & establishment, fire brigade department of MCGM within 3 months and pay the license fees accordingly. TRC charges are required to be paid by the Contractor.
4. The contractor shall pay to the BMC Rs towards security deposit which shall not bear any interest. In the event the contractor failed to perform the agreement as per terms & conditions and cause damage and/or loss to licensor, the amount determined for the same by the competent authority of the MCGM shall be deducted from the said security deposit and/or security deposit shall be forfeited.
5. The contractors shall allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required & shall pay charges for analysis of food, which on analysis, may be found to be of sub-standard or inferior quality.
6. Every articles of food shall be first approved by the officers authorized in this behalf regarding their quality, appropriate preparation, taste etc. and such of the articles as will not be properly prepared or of the required taste shall be liable for rejection. The decision of such officer shall be subject to appeal to CMS&HOD(SHCS) whose decision as to whether such article shall be taken or rejected shall be final and binding on the contractors.
 7. In case any of articles of food is rejected under the preceding clause, contractors shall replace same within one hour with other articles of approved quality & taste.
 8. In case the contractors shall at any time during the continuance of these presents, fail to supply any of the articles of food included in the menu when required, as herein provided, or in case they fail at once to replace any article that may be rejected as herein provided, with others of approved quality, MS of Group of TB Hospital, Shiwri 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 CMS&HOD(SHCS) shall be deducted from any money due or to become due to contractors under this or any other contract between the contractors and the corporation.
7. In case the contractors at any time during the continuance of the present supply any of the articles of cooked veg. food of inferior quality, it shall be competent for the CMS&HOD(SHCS) without prejudice to his other rights and remedies under this agreement, to call upon the contractors to pay such amount not exceeding the cost of the food, milk etc. of inferior quality so supplied plus such further amount not exceeding 30% if the cost as he/she

- may think proper as liquidated damages for each such default and any such decision of CMS&HOD(SHCS) shall be final and binding upon the contractors who shall be bound to pay such amount forthwith upon the demand made them in that behalf.
10. The contractors shall keep the utensils clean, neat and good sanitary condition at all the time in accordance with the regulations prescribed therefore, by the Ex. Health Officer of the Corporation.
11. The contractors shall obtain necessary permit and license from the Corporation and commissioner of Police and any other Public body or bodies, which it may be necessary for the supply of cooked food to inpatients of the hospital and the contractors shall comply with all the Rules and Regulation prescribed therein.
8. The contractors shall prevent any disorder on the premises and shall be responsible for any misconduct on part of their servants or for any nuisance caused directly or indirectly by them. Contractors shall permit the Municipal authority or authorities at all reasonable times to inspect the cooked food.
9. Contractors shall be responsible for any damage, or injury whatsoever that may be caused at any time to any property of the Corporation or to any person or persons including third party while carrying out his business and all such damage, injury or loss to life of property shall be made good and/or as the case may be shall be paid immediately by the contractors to the satisfaction in all respect of MS Group of TB Hospital, Shiwri.
14. The contractors shall keep the Corporation, their officers and servants harmless and indemnified from the and against all losses, damages, costs, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act 1954. which the Corporation, their officers or servants may sustain, incur or become liable to pay by reasons or in consequence or any injury to any person or to any property either belonging to the Corporation or to a third party whether resulting directly or indirectly through any accident or otherwise to life or property while carrying out his business. Nothing herein contained shall be construed to give to the said contractors any legal or equitable right or interest of any kind whatsoever to the Mun. Premises.
15. The Corporation shall in no way be responsible or liable for any loss, damage or injury caused to the property or person of the contractors or their servants from any cause whatsoever.
10. The contractors shall forthwith at their own cost and expenses comply with any requisitions order on/or notice issued by the CMS&HOD(SHCS)/ Executive Health Officer, or any other competent Municipal Officer of the Corporation, Government or any other public body pertaining to any matter in connection with the running of his business.
11. In all cases of dispute, CMS&HOD(SHCS) decision shall be final and legally binding on the contractors. In case of failure on the part of the contractors at any time during the continuances of this contract to comply with any of the condition herein contained or in case of any portion of this contract, CMS&HOD(SHCS) shall be it liberty absolutely to determine the same by giving to the contractors one calendar month's previous notice in writing of his/her intention to do so and in such case the said deposit or sum of Rs. ----- as aforesaid shall be absolutely forfeited to the Corporation having been made by the contractors.
12. All contract charges and expenses in connection with this contract including stamp duty and all other disbursements shall be paid by the contractor.
13. The contractors shall not lend to or borrow or entered into any monetary dealings or transaction either directly or indirectly with any Municipal employees, and if he/they or any of them shall also, CMS&HOD(SHCS) shall be entitled to forthwith terminate this contract and forfeit the deposit without prejudice to the other rights and remedies of the Corporation to claim damages from the contractors for the breach of the contract.

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, Good and Service Tax Act prescribed from the time to time by the concerned authorities and shall be solely responsible for any breach thereof.
14. The contractor shall not employ any child labor and shall submit list of workers along with their ages to MS of Group of TB Hospital, Shiwri from time to time and as and when any new employee is appointed.
 15. The contractor shall make his own transport arrangement to carry the cooked food to Group of TB Hospital, Shiwri.
 16. The contract shall be liable to be revoked, withdrawn or terminated with 1 month notice in writing without assigning any reason whatsoever when the competent Municipal Officer not below the rank of the CMS&HOD(SHCS) desire to do so.
 17. The staff employed for managing the supply of cooked food shall be liable to Medical Examination by Medical Officer of Municipal Corporation of Greater Mumbai at the time of employment and at regular intervals thereafter.
 18. The total contract period of tenderer is for 36 months only from the date of entering into the contract.

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

SIGNED, SEALED & DELIVERED BY

In the presence of

CMS&HOD(SHCS)

- 1.
- 2.

SIGNED, SEALED & DELIVERED BY

The said contractor

The common seal of the the Municipal
Corporation of Greater Mumbai,

Was affixed on the _____ day of

In the presence of

- 1.
- 2.

Seal of the
Brihanmumbai Municipal Corporation

Annexure – 8

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

List of Banks

1. The following Banks with their branches in Greater Mumbai and up to Virar and Kalyan have been approved only for the purpose of accepting Banker's Guarantee from 1997-98 onwards until further instructions.

2. The Banks Guarantee issued by branches of approved banks beyond Kalyan and Virar can be accepted only if the said Bankers' Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai Limit categorically endorsing thereon that the said bankers guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said branch of the Bank, in case of default by the contractor / supplier furnishing the Bankers Guarantee.

List of approved Banks

A	S.B.I and its subsidiary Banks
1	State Bank of India.
2	State Bank of Bikaner & Jaipur.
3	State Bank of Hyderabad.
4	State Bank of Mysore.
5	State Bank of Patiyala.
6	State Bank of Saurashtra.
7	State Bank of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank of Baroda.
11	Bank of India.
12	Bank of Maharashtra.
13	Central Bank of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank of India.
22	United Bank of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank of Madura Ltd.
26	Bank of Rajasthan Ltd.

27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	Janata Sahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bank Indosuez.

73	Banque Nationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

ANNEXURE - 9

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, BMC has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, D.M.C.(Central Purchase Department and concerned D.M.C. for the other tenders]. While making such an application 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 '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 redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of BMC.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public

Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, BMC as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to BMC and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring 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.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee 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.

Municipal Commissioner and/or Procurement 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.

ANNEXURE – 10

No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

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 / Authorized 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 BIDDERS 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 price 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, favor 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 bidders with equity and reason. The BMC before and during tender process provide to all bidders 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 BIDDERS / 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 Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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, favor, 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 favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders 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 Bidders / Contractors will not commit any offence under relevant anticorruption laws of India. Further, the bidders 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 Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals 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 Bidders / 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 Bidders / 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 Bidders / Contractors will undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / 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 Bidders/ 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 Bidders 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 Bidders/ 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 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 or a consortium, this Agreement must be signed by all partners or consortium 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.

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

BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Witness-1 (BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Note: This **FORM OF INTEGRITY PACT** should be given on Rs.200/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE -11

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

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

1	Name of Tenderer		
2	Name of Supply		
3	Department	Group of TB Hospital, Shiwri.	
4	Bid No. & Date Due Date		
5		Details	E.M.D.
	a	Amount Rs.	
	b	On line Payment.	Yes
	c	Date	
	d	Bank Details:-	
	e	IFSC Code:-	
6	Is original Annexure-3 uploaded?	-	Yes

Full Signature of the tenderer with Official Seal & Address

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

ANNEXURE – A

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

IRREVOCABLE UNDERTAKING

(TO BE GIVEN BY QUOTATIONER WITH STAMP DUTY OF RS. 500/-)

Shri./Smt/_____ aged _____ yrs., Indian habitant, Proprietor
/ Partner / Director of M/s._____
_____ resident at _____
_____ do

Hereby give irrevocable undertaking as under;

A) I say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed onto MCGM by way of commensurate reduction in prices.

B) I further say & undertake that I understand that in case the same is not passed on & is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Council.

C) I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, executor, administrator, etc.

D) If I fail to compliance with the provisions of GST Act, I shall be liable for penalty / punishment or both, as per the provisions of GST Act.

Whatever has been stated herein above is true and correct to my / our own knowledge and belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Annexure “B”
Specification of Foods
No. CMS&HOD/SHCS/4326 Dated 11.09.2026
GEM/2026/B/8020599 Dated 10.09.2026

SPECIFICATION OF FOODS

A) Morning breakfast & Evening Tea

Meal	Menu	Quantity
Breakfast		
6 AM	Tea*	1 cup – 150 ml
	Whole wheat Bread	1 slice -30 grams
9 to 9.30 AM	Dryfruit Sheera**OR vegetable upma OR sprout chaat OR groundnut ussal OR Peanut Poha OR Veg. daliya OR sevayi upma OR 3 Idli chutney 2 tablespoons	1 plate (approx. 120-150 grams cooked weight.)
	Eggs***	1 no. (60 grams) (DS +DR)
	Fruits	2 no. (Whole & Uncut) (apple/orange/sweet lime/pear approx. 130-150 grams Banana approx. 100 -120 -OR any seasonal fruit can be given)
Evening	Tea*	1 cup – 150 ml
	Biscuits	3 no. Glucose / marie
	Eggs***	1 no. (60 grams) DS+ 2 DR
Approx. nutritional values	Calories 800 kcal Proteins 25 grams	
For diabetic patients *Tea – without sugar to be given **instead of Dry fruit sheera- Veg. Upma or any other without sugar menu can be given. *** For DS 2 eggs /day & For MDR - 3 eggs /day, for Liquid diet - 3 raw eggs/ day to be given. (DS-drug sensitive, DR- drug resistant)		

B) Extra High Protein Diet (Lunch and Dinner) for TB (Vegetarian & Non-vegetarian)

Menu (Lunch)	Vegetarian	Non-vegetarian	Raw weight of ingredients (grams)
	Quantity	Quantity	
Chapati#	4 No.	4 No.	Whole wheat flour -120

Rice##	1 big katori	1 big katori	50
Daal****	1 big katori	1 big katori	45
*Ussal (gravy)	1 katori	1 katori	20
** chicken curry	-	1 katori	200 ml of which 60 grams chicken
***Paneer/ Soya chunks curry	1 katori	-	200 ml of which 60 grams paneer / Soya chunks
Vegetable (Dry)	1 katori	1 katori	110
Salad	1 katori	1 katori	60-70 (carrot,cucumber,beetroot)
Dahi /buttermilk	1 katori	1 katori	Dahi -100 / Buttermilk -200
Lemon	¼ th piece	¼ th piece	¼ th piece
Menu (Dinner)	Vegetarian	Non-vegetarian	Raw weight of ingredients (grams)
Chapati#	4 No.	4 No.	Whole wheat flour -120
Rice	1 big katori	1 big katori	50
Dal	1 big katori	1 big katori	45
Ussal (gravy)	1 katori	1 katori	20
Vegetable(Dry)###	1 katori	1 katori	110
Salad	1 katori	1 katori	60-70 (carrot,cucumber,beetroot)
lemon	¼ th piece	¼ th piece	¼ th piece
Approx. nutritional values	Calories – 1870 kcal Proteins -70 grams	1911 kcal 75 grams	

Notes:

For patients with Diabetes 1 chapati to be given instead of Rice.

Moong dal khichdi and vegetable pulao should be given once in a week instead of plain rice.

Green leafy vegetable should be given thrice a week

*ussal twice a day for all patients. (paneer vegetable to be given once in a week instead of ussal for all patients)

**Chicken curry- once in a day for non-vegetarian patients twice a week instead of ussal

***paneer/ Soya chunks curry - once in a day for vegetarian patients twice a week instead of chicken.

**** Dahi kadhi to be given once in a week instead of dal.

C) Quantity and Nutrition value of Soft Non-spicy diet (lunch & dinner)

Menu (Lunch)	Quantity	Raw weight of ingredients (grams)	Approximate Nutritional Values	
Soft cooked khichdi	2 katori	70 (Rice +Moong dal)	Energy (kcal)	-1646
*Porridge	1 katori	30 (Ragi/Rawa/daliya/sewai)	Protein (grams)	-64
Daal (non-spicy)	1 big katori	45	Fats (grams)	-45
Vegetable (non-spicy)	1 katori	110	Carbohydrates (grams)	-246
Dahi / butter milk	1 katori	100ml /200 ml		
Menu (Dinner)	Quantity	Raw weight of ingredients (grams)		
Egg	1 no.	60		
Soft cooked Rice	2 katori	70		
***Porridge	1 katori	30 (Ragi/Rawa/daliya/sewai)		

Daal (non-spicy)	1 big katori	45	
Vegetable (non-spicy)	1 katori	110	

Notes - Spices should not be used.

*Porridge - Ragi/Rawa/daliya/sewai can be used.

D) Quantity and Nutrition value of Liquid or blenderized Diet (lunch & dinner)

Menu (Lunch)	Quantity	Raw weight of ingredients (grams)	Approximate Nutritional Values	
Vegetable soup	200	50 (vegetable pulp)	Energy (kcal)	-1068
Coconut water	1 no.	1 no.	Protein (grams)	-37
Daal	200	30	Fats (grams)	-44
Porridge	200	30 (Ragi/Rawa/Rice)	Carbohydrates (grams)	-129
Buttermilk	200	200		
Menu (Dinner)	Quantity	Raw weight of ingredients (grams)		
Vegetable soup	200	50 (vegetable pulp)		
Daal	200	30		
Porridge	200	30 (Ragi/Rawa/Rice)		
# Blenderized diet (For RT feed)- 1000 ml / day Above ingredients ie. Rice, dal, vegetable pulp, oil, sugar, Egg, Milk, banana, sago can be used as per requirement & as per dieticians instructions.				

Notes - Spices should not be used.

Reference: Guidance Document: Nutritional Care & Support for patients with Tuberculosis in India, Central TB Division, Directorate General of Health Services, Ministry of Health and Family Welfare Government of India, New Delhi

ANNEXURE-“A”

No. CMS&HOD/SHCS/4326 Dated 11.09.2026

GEM/2026/B/8020599 Dated 10.09.2026

Irrevocable Undertaking

(on Rs.500/- Stamp Paper)

I Shri/Smt aged..... years Indian Inhabitant,
Proprietor/Partner/Director of M/s..... resident
at do hereby give
Irrevocable undertaking as under;

- i. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- ii. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the screening Committee of the GST Counsel.
- iii. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- iv. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.