

MUNICIPAL CORPORATION OF GREATER MUMBAI

K. E. M. HOSPITAL, PAREL, MUMBAI - 400012



E-TENDER

FOR

Name of Work: **Work for running Nurses Mess for three years at**
K. E. M. Hospital and supply of food, milk to the
student nurses and supply of tea to on duty Staff Nurses

STANDARD BID DOCUMENT

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

Office of: The Dean(K)

K.E.M. Hospital,

Parel, Mumbai – 400 012.

Phone No: 022-24107000, Ext: 7403

E-Mail: hc04.kem@mcgm.gov.in

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SECTION 1

E-TENDER NOTICE

SECTION 1 : E-TENDER NOTICE
MUNICIPAL CORPORATION OF GREATER MUMBAI

K.E.M. HOSPITAL, PAREL, MUMBAI - 400 012

Expenditure Dept.

No. KEM/ 56 /DLS, dated 15.01.2024

e- TENDER NOTICE

Subject: E-Tender for running Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses.

(Tender Id - 2024_MCGM_984329)

The Commissioner of Municipal Corporation of Greater Mumbai (MCGM) invites e-tenders as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical) & Packet-C(Commercial) from the firms dealing in the lines of **To Run Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses** for the period of 3 years. The E-tender copy can be downloaded from NIC portal (<http://mahatenders.gov.in>).

All interested bidders whether already registered or not registered in NIC portal are mandated to get registered with NIC portal for e-tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab.

The bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. MCGM has also opened a Help-desk at the CPD's office to help the Bidders in this regard.

The technical and commercial bid shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	Scrutiny Fee Price (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1	E-Tender for Running Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses. Tender Id - 2024_MCGM_984329	Rs. 15,000/- +18% GST	Rs. 9,39,060.00	Date 16.01.2024 at 16:00 PM	Date 30.01.2024 at 16:00 PM

Note: Last date for payment of Scrutiny Fee online is on or before due date and time prescribed.

Corrigendum if any will be published on MCGM website only.

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. **9,39,060/-** Rupees Nine Lakh Thirty Nine Thousand Sixty only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on NIC portal (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

Pre-Bid Meeting Date & Time - Date 23.01.2024 on 15:00 Hrs.

Vanue - Conference Hall, 2nd Floor, Mahanagarpalika Annex Building, Mahapalika Marg, Mumbai – 400001.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in Bidders' document online in Packet A, B. Packet A,B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dean (KEM). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The Bidders having standing deposit shall also have to pay full EMD amount online.

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

The Authority (MCGM) 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.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the NIC Portal. (<https://mahatenders.gov.in>)

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of <https://mahatenders.gov.in>

Sd/-
Dean
K.E.M. Hospital
Parel, Mumbai-12

HEADER DATA

Tender ID	Bid invitation no :
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	E-Tender for running Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses.
Cost of Scrutiny fee	Rs. 15,000+18% GST (9%C.G.S.T + 9%SGST)
Cost of E-Tender(Estimated Cost)	Rs. 4,69,52,640/-
Bid Security Deposit/ EMD	Rs. 9,39,060/-
Date of issue and sale of tender	Date 16.01.2024 at 16:00 PM
Last date &time for sale of tender	Date 30.01.2024 at 16:00 PM
Submission of Packet A, B & Packet C (Online) & Receipt of Bid security Deposit.	Date 30.01.2024 at 16:00 PM
Pre-Bid Meeting	Date 23.01.2024 at 15:00 PM
Opening of Packet A	Date 02.02.2024
Opening of Packet B	Date 08.02.2024
Opening of Packet C	Date 16.02.2024
Address for communication	Office of: The Dean K.E.M. Hospital, Parel, Mumbai – 400012. Ph. No: 02224107403
Venue for opening of bid	Online in <u>Account Officer(KEM) Office</u>

This tender document is not transferable.

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

SECTION 2

PREAMBLE

Section 2:

PREAMBLE

The Municipal Corporation of Greater Mumbai invites Tenders from the Bidders dealing in the line for Run Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses as per the Scope of work attached separately with this document and as per the terms and conditions as mentioned herein and as per the provisions of the M.M.C. Act, 1888 as amended till date.

SECTION 3

**INSTRUCTIONS TO
BIDDERS**

SECTION 3 : Instructions to Bidders participating in e-Tendering to Run Nurses Mess for three years at K.E.M. Hospital and supply of food, milk to the student nurses and supply of tea to on duty staff nurses.

1.	The e-Tendering process of MCGM is enabled through NIC Portal " http://mahatenders.gov.in/nicgep/app ".
2.	All the tender notices including e-Tender notices will be published on NIC portal http://mahatenders.gov.in/nicgep/app ".
3.	All the information documents are published under the "e-Bidding Login" section of " http://mahatenders.gov.in ".
4.	All interested bidders, are required to be registered with NIC's Mahatender Portal for e-Tendering process. Bidders not registered with NIC's Mahatender portal can apply online by clicking the link online registration section of NIC's Mahatender portal https://mahatenders.gov.in/nicgep/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T .
5.	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.
6.	Please read carefully the document "Instructions to Vendors" and "Articles of Agreement" for said contract. 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.
7.	This document "Instructions to Vendors" and the "Articles of Agreement" document which are available in the tender document make part of all tender documents unless stated otherwise in the tender document
8.	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 bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.
9.	All the documents and data submitted by bidders online shall be digitally signed. The system will prompt for digital signature certificate. It is mandatory for the bidders willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and "Company" Type.
10.	Digital Signature Certificates: Bidders can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the Bidders, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested Bidders may approach helpdesk for details.
11.	The browser settings required for digitally signing the uploaded documents are listed in the link " Site Compatibility " available on Mahatender Portal.
12.	In order to participate in an e-Tender, the registered Bidders need to follow the steps given below. "Guidelines for hassle free Bid submission" and "Bidders Manual Kit - Open Source Software Link" available on Mahatender portal
a)	Open the e-Tendering application by clicking the link available in on https://mahatenders.gov.in/
b)	Make the Browser Settings as per the guidance available in " Site Compatibility " section. Carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.

	c)	Login to the application with his credentials and follow the instructions given in the document “User Manual for Vendors – Bidding Process” which is available in the Mahatenders Portal.
	d)	Make payment of tender price online and download the tender document and other relevant information documents.
	e)	Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
	f)	Upload the tender (Bid) documents & relevant documents in the folder named “Bidder’s Documents”. System will prompt for digital signature certificate while uploading these documents. Scanned copy of valid bank Solvency Certificate issued by the bank from the list of “Approved Banks” amount to Rs. 30 lakh shall be uploaded.
	g)	The bidders shall download the technical bid, take out the print, fill up the required information & sign, scan the bid and upload the same. Ensure that documents are uploaded properly by downloading them after uploading.
	h)	Download all the documents uploaded by bidder to verify/ensure that the documents are uploaded properly. Note that duly filled “Agreement form” shall be required only at the time of execution of written contract.
	i)	Submit the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
	j)	The administrative, technical and commercial bids can be submitted only online on or before the due date and due time mentioned for submission of bids.
	k)	The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
	l)	Ensure that bid is submitted by ensuring that the “status” of the bid in the initial bids listing screen is “Bid submitted”.
13.		Bidders should ensure to submit their bids well in advance before the due date and due time. Bidders trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained.
14.		It is the responsibility of the Bidders 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. Bidders should scan all the documents before uploading the same.
15.		The administrative, technical and commercial evaluation documents will be available for all the participating Bidders after completion of the evaluation.
16.		Additional information can be availed by referring to FAQs in the e-Procurement section of Mahatenders portal.
17.		For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/290 (MCGM IT Cell) from 11.30 AM to 5.00 PM on all working days of MCGM.
SPECIAL NOTE:		
In order to participate in the tender process , the registered vendors need to follow the steps given in the section “ Guidelines for hassle free Bid submission” and “Bidders Manual Kit - Open Source Software Link” available on Mahatender portal.		

For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

18.	OTHER SPECIAL INSTRUCTIONS :
	1) The daily total number of Student Nurses to be served food will be intimated to the contractor by the Matron Office representative. The charges per month will be paid on the basis of actual number of Nurses calculated from the daily requisitions.
	2) The cooking will be undertaken by the contractor at the kitchen premises of the Mess at Nurses Quarters, K.E.M. Hospital, Sion, Mumbai-400022 and meals will have to be served in the dinning hall of the Nurses Home.
	3) Cooking vessels, crockery, cutlery, utensils etc. will have to be provided by the contractors, however, whatever item available will be given for use of the contractor.
	4) The contractors will be required to serve/supply food to student nurses and trained nurses at the same rate, terms and conditions.
	5) The monthly charges will be inclusive of the following items:
	(a) Special lunch or dinner on, Dassera, Diwali, Christmas, New Year Day, Independence Day and Republic Day. Eight guests will be entertained on each occasion.
	(b) Picnics
	6) The contractors will be required to allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required. The contractors will be required to pay the charges for analysis whenever food materials will found of inferior standard.
	7) The contractors will be required to employ separate cooks conversant with Maharashtrian Vegetarian and non-vegetarian dishes and general non vegetarian dishes and his personnel should be in clean uniform.
	8) (a) Contractor is required to serve tea to Nurses through his own staff.
	(b) After application, adequate number of servants will be allowed to stay during night at Nurses Mess. The names of these servants should be intimated to The Dean, L.T.M.G. Hospital and they should possess photo identity card duly signed by authorized signatory.
	(c) Servants should wear clean uniform.

SECTION 4

**FLOW OF ACTIVITIES OF
TENDER**

SECTION 4: FLOW OF ACTIVITIES OF TENDER

1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tender" section or from Mahatender portal.
2.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
3.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder as per the section No.-5 of this tender document.
4.	Administrative offer, i.e. Packet "A" will be opened online on the due date and due time as stated in the Header Data.
5.	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.
6.	Commercial bids i.e. Packet "C" of only those bidders who are found to be responsive in the evaluation of administrative & technical offers will be opened online.
7.	Recommendations to higher authorities and Standing Committee for sanction to award the contract.
8.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
9.	Payment of Contract Deposit, Legal Charges & Stationery Charges within period of from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
10.	Scrutiny fee (as mentioned in the Header Data) should be paid by all bidders at any of the CFC centres in BMC Ward office. 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
11.	Bidder then logs into the portal giving use ID/Password chosen during enrollment and follow the instructions given in the document "Bidder manual kit-online bid submission-Three Cover Bid Submission New" which is available on e-tendering portal of government of Maharashtra i.e. https://mahatenders.gov.in

SECTION 5

**GENERAL CONDITIONS
AND INSTRUCTIONS
TO THE BIDDERS**

SECTION 5: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE BIDDERS

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

1.	<u>Who can quote :</u>
1)	Only those registered firms having minimum 5 years experience of running Mess/Canteen for minimum 500 persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities
2)	Those who possess License issued by Public Health Department u/s. 394 under M.M.C. Act 1888.
3)	Food Business Operator compulsory submit license & full fill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and standards Act, 2006. As prescribed under sanction 31 (1) of FSS Act, 2006. Food Business Operator engaged catering units are under obligation under FSS Act, 2006 to not only obtain FSSAI licenses but also to follow the General Hygienic & Sanitary Practices (GHSP) as stipulated in part V of Schedule 4 of FSS(Licensing and Registration of Food Businesses) Regulations, 2011.
4)	<u>Turnover</u> Bidder must have minimum average annual turnover of Rs. 1 Cr. during last three financial years i.e. 2019-20 to 2021-22. Bidder shall submit the Audited Balance Sheets for the same. Bidder shall also submit Turnover Certificate issued by Auditor of firm/Chartered Accountant shall be uploaded during the submission of the tender (PACKET-‘A’ Administrative).
2.	<u>Call</u> <u>1st Call (Fresh Call)</u> 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. <u>2nd Call</u> 2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.
3.	<u>Extension.</u> <u>1st Extension</u> 1st Extension is extension of bid submission date and time to the 1st Call/2nd call without changing Tender Conditions except for Bidding Schedule. 1st Extension is provided in following cases: a.After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons. <u>2nd Extension</u> 2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases: a.After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons

	<p><u>3rd Extension</u> 3rd Extension is extension of bid submission date and time after end of the 2nd Extension without changing Tender Conditions except for Bidding Schedule. 3rd Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons.</p> <p>Note: The Municipal Commissioner reserve right to extend or open bids of tenders without assigning any reasons.</p>
4.	<p>Amendment to tender documents: Before deadline for uploading of tender offer, the MCGM may modify any tender condition included in this tender document by issuing addendum/ corrigendum/ clarification and publish on the mahatender portal. Such addendum/ corrigendum/ clarification so issued shall form part of the tender documents. All bidders shall digitally sign such addendum/corrigendum/clarification and upload it in Packet “B”.</p>
5.	<p>The bidders are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.</p>
6.	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>
7.	<p>The bidders 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 MCGM also. Further, the bidder has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3.</p>
8.	<p>Bidder shall not have been debarred/ black listed by M.C.G.M. / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of MCGM / if it is brought to the notice of MCGM 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 M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, MCGM will be at discretion to take appropriate action as it finds fit.</p>
9.	<p>Tender Price : Tender price is mentioned in tender notice and shall not be refundable.</p>

10.	Validity: The validity of the offer should be for at least 180 days from the date of the opening of the tender.
11.	Payment of Earnest Money Deposit (E.M.D.): The tenderer shall have to pay EMD of Rs 9,39,060/-online only. The bidders having standing deposit shall also have to pay the full EMD amount online.
12.	Refund of E.M.D.: E.M.D. of bidders except L1 and L2 will be refunded after recommendation of tender committee. However refund of EMD, such bidder will not have any claim for award of contract. EMD of second lowest bidder will be refunded after issuance of letter of acceptance to lowest responsive bidder. However in the case of successful bidder, if bidder agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. OR The EMD of the bidder who have been awarded the contract will be refunded only after 5% contract deposit is paid to MCGM. In case of successful bidders paying 5% contract deposit to MCGM their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted DD (Online) in lieu of 5% contract deposit.
13.	Acknowledging communications: Every communication from the Dean (K.E.M. Hospital), Parel, Mumbai Municipal Corporation of Greater Mumbai to the tenderer should be acknowledged by the tenderer with the signature of authorized person and with official rubber stamp of the tenderer.
14.	Where and how to submit the tender: The tender documents with details as specified in the tender notice must be submitted online in tender section of mahatender portal as per the instructions available on Portal for online submission of e- tender.
15.	Documents to be uploaded: Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazetted officer of the State/Central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet –A & B.
16.	Authentication for documents: The responsibility to produce correct and authenticate documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the contractors” dues.
17.	Translation of certificates: 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.

18.	<u>Sign and seal:</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.
i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.
ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.
iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
19.	<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.
20.	Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.
(A)	If it is found that firms as described in clause 20 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
(B)	If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 20 (a) including similar action against the firms/establishments concerned.
(C)	If after award of contract it is found that the accepted tenderer violated any of the clauses (20, 20(A) or 20(B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.
21.	<u>Unconditional offer:</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
22.	<u>Contradictory Clause in tender:</u> Tenders containing contradictory, onerous and vague Stipulation and hedging conditions such as "subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations" etc. are liable to be rejected.

23.	Alternative clauses in tender: No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
24.	Rejection: The tender may be considered incomplete, irregular, invalid and liable to be rejected if the tenderer,
	a) Stipulates the validity period less than what is stated in the tender notice as well as in this tender document.
	b) Stipulates his own conditions.
	c) Does not disclose the full names and addresses of all the partners in the case of partnership firm.
	d) Does not fill in and sign the Form of Undertaking, Tender form, Draft of Agreement, etc.
	e) Does not pay Earnest Money Deposit (E.M.D.) as mention in Tender Notice.
	f) Does not submit Solvency certificate.
	g) Filled up partially in splitter manner it will be treated as non-responsive.
	h) Does not fulfill the mandatory conditions.
	i) Does not submit in Packet 'B' certified copies of the 'PAN' documents & photographs of the individuals, owners, Karta of Hindu undivided family, firms, privet limited/ companies, registered co-operative societies/partners of the partnership firms & at least two Directors if no. of Directors are more than two in case of private limited companies. However, in case of public limited companies, Semi Government Undertakings, Government undertakings no PAN documents will be insisted.
	j) Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the MCGM. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
	k) If Bidder not submit the Audited Balance Sheets of last Three financial Years, Turnover Certificate issued by Auditor of firm/Chartered Accountant during the submission of the tender (PACKET-'A' Administrative).
25.	Firm offer: The offer quoted shall be firm and no variation will be allowed on any account whatsoever.
26.	Variation in rate: Tenderers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.
27.	The Three Packet system: The tenderer should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Bidders are requested to submit all required documents while submitting tender itself. Additional Folder "C" is provided in the system to upload the "Special Annexure-I". The proforma of "Special Annexure-I" is provided in the tender document. Tenderer shall indicate in the said Annexure which is in tabular format, all the applicable taxes and their percentages and the tax amount considered while quoting the rates in tender.

A.	Packet – “A”(Administrative Bid): Documents to be submitted by Bidders : The packet “A” shall contain the following																					
1)	As per Circular No.CA/FRD/I/22 dt. 20.10.2015, the tenderer shall have to pay EMD mention in e-Tender notice online through payment gateway on or before due date and time prescribed. Upload the scan copy of receipt of EMD.																					
2)	Valid Bank Solvency Certificate for minimum of Rs. 30 Lakhs issued by the Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than 06 months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue. <div>SOLVENCY CERTIFICATE CHART:-<table><tr><th>Sr. No.</th><th>Estimated Cost in Lakh(Rs.)</th><th>Solvency Certificate Vaule Lakh (Rs.)</th></tr><tr><td>1.</td><td>ABOVE 300</td><td>Rs. 30 LAKHS</td></tr><tr><td></td><td>ABOVE 100 TO 300 LAKHS</td><td>RS.20 LAKHS</td></tr><tr><td>2.</td><td>ABOVE 50 TO 100 LAKHS</td><td>RS.15 LAKHS</td></tr><tr><td>3.</td><td>ABOVE 25 TO 50 LAKHS</td><td>RS.10 LAKHS</td></tr><tr><td>4.</td><td>ABOVE 10 TO 25.</td><td>RS.05 LAKHS</td></tr><tr><td>5.</td><td>ABOVE 05 TO 10</td><td>RS.02 LAKHS</td></tr></table></div>	Sr. No.	Estimated Cost in Lakh(Rs.)	Solvency Certificate Vaule Lakh (Rs.)	1.	ABOVE 300	Rs. 30 LAKHS		ABOVE 100 TO 300 LAKHS	RS.20 LAKHS	2.	ABOVE 50 TO 100 LAKHS	RS.15 LAKHS	3.	ABOVE 25 TO 50 LAKHS	RS.10 LAKHS	4.	ABOVE 10 TO 25.	RS.05 LAKHS	5.	ABOVE 05 TO 10	RS.02 LAKHS
Sr. No.	Estimated Cost in Lakh(Rs.)	Solvency Certificate Vaule Lakh (Rs.)																				
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4.	ABOVE 10 TO 25.	RS.05 LAKHS																				
5.	ABOVE 05 TO 10	RS.02 LAKHS																				
3)	Upload the scan copy of evidence showing the experience of running the Hotel or Mess/Staff canteen of well known establishment for a minimum period of last 5(five) years.																					
4)	Agreement of Integrity Pact as per Annexure-7 (duly signed and stamped on Rs.500/- stamp paper)																					
	Note :- ➤ (Scrutiny of this Packet will be done strictly with reference to only scanned copies of documents uploaded online) <input type="checkbox"/> The bidder shall upload the original documents duly scanned on or before the due date and time of the submission. ➤ The bidder must ensure that the uploaded documents shall be clean and readable. The bidder shall not disclose/quote the rates of items in Packet 'A'. In case of such indication of rate by the bidder in this packet, the tender shall be rejected out rightly and the EMD will be forfeited. ➤ If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence. ➤ If the information of shortfall documents sent by concerned MCGM officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by MCGM, for such lapses within given period, MCGM shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and their offer will be treated as non responsive.																					

		<p>➤ Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC centre of MCGM and to produce the payment receipt physically.</p>
		B. Packet 'B' (Technical Bid):
		1) Goods and Service Tax Registration Certificate in Maharashtra or equivalent
		2) Firm/Company/Sanstha Registration Certificate.i.e.
		a) Power of attorney in case of Partnership firm/Public Limited Company/Private Limited Company/Society/Government undertaking.
		b) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.
		Note:- The Registered Power of Attorney if any registered with Chief Accountant (MCGM) will be accepted.
		3) Upload the "PAN Document" as follows.
		a) Tenderer should scan and upload his own "PAN Card" in case of Retailer/Dealer/Supplier/Distributor, etc.
		b) In case of Company or firm the tenderer should scan and upload ;
		i) „PAN“ Card of proprietor in case of proprietary or ownership firm.
		ii) „PAN“ Card of a company in case of Pvt. Ltd. Co.
		iii) „PAN“ Card of a firm in case of partnership Firm.
		iv) The Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/The Maharashtra Co.op.Societies Registration Act 1960 (whichever is applicable) has to scan and upload the PAN Card of Sansthas /Society or Trust only.
		However, in case of public limited companies, semi-govt. undertakings, govt. undertakings, no „PAN“ documents will be insisted.
		4) Certificate of M.C.G.M. Health license.
		5) Certificate of food safety and standards authority of India.
		6) Latest photograph of the Proprietor / owner / partners with full name, office address, residential address, e-mail address, mobile no./telephone no. etc.
		7) Latest partnership deed (in case of partnership firm)duly registered with C.A.(Treasury)
		8) Upload the scan copy of Form of Undertaking, Tender form duly filled and signed with rubberstamp.
		9) The tenderer shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952(EPF and MP Act.1952) if applicable. If not applicable an undertaking shall be submitted as provided in Annexure-3.
		10) The tenderer shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure-3.
		11) E-tender document except Form of offer. i.e. commercial bid.
		12) Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided in Annexure-1.

		13) Tenderer shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3 & 3-A,4,9(A,B,C),11,12,13, 14 & 15 only to participate in tendering process. Bidder shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.
		14) Any other specific requirement not covered in this list.
		<p>Note:</p> <ul style="list-style-type: none"> ➤ (Scrutiny of this packet will be done strictly with reference to only the scanned copies of original documents uploaded on-line e- tenders) ➤ The tenderer shall not disclose/quote the rates of items in Packet 'B'. In case of such indication of rate by the tenderer in this packet, the tender shall be rejected outrightly and the EMD will be forfeited. ➤ The tenderer must scan and upload the above currently valid documents on/or before the due date and due time of tender. ➤ If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'B', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence. ➤ If the information of shortfall documents sent by concerned MCGM officer by e-mail on the bidders e-mail ID is not complied or in return reply e-mail of short fall is not received by MCGM, for such lapses within given period, MCGM shall not be responsible and it will be treated as non compliance of the shortfall from the bidders end and their offer will be treated as non responsive. ➤ Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC centre of MCGM and to produce the payment receipt physically.
	C.	<p>Packet – 'C' (Commercial Bid)</p> <p style="text-align: center;">Documents to be submitted by Bidders: The Packet 'C' shall contain the following:-</p> <p>The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>Packet 'C' will be automatically generated as per item data. Tenderer(s) shall fill item wise rates for all the items mentioned in the item data tab. Tenderer(s) shall also give the breakup of tax structure loaded in the quoted prices in tender Packet C i.e. the percentage of various taxes & duties without disclosing the basic price for the food, canteen products etc..</p> <p>While quoting the prices should be quoted in Indian currency only and tax structure shall be mentioned for all taxes like GST, all duties, levies etc. in force i.e. the percentage of various taxes & duties without disclosing the basic price for the tender contract in packet C.</p> <p>Bidders shall upload details of the HSN/SAC code for all the items quoted on</p> <p>Company letterhead in PDF format in the Folder "C" only.</p>

28. TAXES & DUTIES:

1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that MCGM will not bear any additional liability towards payments of any Taxes & duties.
2. If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any.
3. Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation.
4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing "Anti Profiteering Measure" (APM), "any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices".

Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to MCGM.

Further, all the provisions of GST Act will be applicable to the tender.

For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A in folder C.

If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by MCGM.

29. Procedure for the opening of the tender:

Packet "A" (Administrative bid) will be opened online on the due date and due time as stated in the header data in Mahatender portal where the tenderer or his authorized representative will be allowed to remain present.

Packet "B" (Technical bid) will be opened online on the due date and due time as stated in the header data in Mahatender portal if administrative offer in Packet "A" is acceptable. On opening of Packet "B", if it is found that tenderer has not submitted required documents in packet B, then the tenderer shall be intimated to comply with the said requirements within 7 days from the opening of Packet-B and if the tenderer fails to do so, then 20% amount of the EMD paid by him shall be forfeited.

Packet "C" will be opened only if the administrative & technical offer in Packet "A" & "B" is acceptable. In case the administrative and technical offer in Packet "A" & "B" is found not acceptable or found incomplete, then Packet "C" will not be opened and offer will be kept out of consideration.

If there is change the date and time of the opening of Packet "C", same will be intimated to the responsive tenderer via mail. No complaint for non receipt of such intimation will be entertained.

30. Acceptance of Tender:

The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidders and to

	relax/stringent any of the conditions of the tender without assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons.
31. <u>Evaluation of Tender:</u>	Tenderers should quote separate rates for supply of food, drinks etc. to the Student Nurses and Supply of tea to Non-resident Staff Nurses on duty. <u>Successful tenderer will be decided on the basis of TOTAL of both the rates mentioned by tenderer.</u> For Evaluating offer lowest bidder shall be taken into consideration, subject to fulfillment of other conditions of TENDER Notice, General Terms & Conditions and Guidelines to the tenderers and Articles of Agreement etc.
32. <u>Penalty:</u>	<p>The eatables and articles of food and drinks etc. shall be inspected from time to time and if any eatables or articles food or drink etc. is found on inspection to be injurious to health or substandard quality, the licensee may become liable to pay a penalty of Rs.1,000/- on each occasion and/or communicated by the Dean (K.E.M. Hospital) on each occasion.</p> <p>Such penalty is to be deducted always by the consignee from the contractors balance bill, Deposit or EMD or any money due to the contractor from MCGM.</p> <p>OR</p> <p>To cancel the contract and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p>
33. <u>Consequence of inferior service:</u>	If any eatables or articles food or drink etc. is found on inspection to be injurious to health or substandard quality the licensee shall replace the eatables or articles food or drink etc. Immediately at the cost & risk of the licensee and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the Licensee shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the contractor immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.
34. <u>Blacklisting:</u>	<p>The firm shall be black-listed, if it is found that:-</p> <ul style="list-style-type: none"> i) Forged documents are submitted ii) If it becomes responsive on the basis of submission of bogus certificate/information. <p>OR</p> <ul style="list-style-type: none"> iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.
35. <u>Contract:</u>	<p>Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or MCGM, and the Licensee, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.</p>

	<p>The Contract Agreement means the agreement entered into between the MCGM and the tenderer. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Tenderer must distinctly understand: 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.</p> <p>Payment of Contract Deposit, Stamp Duty, Contract Agreement, Legal Charges & Stationery Charges within period of 30 days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.</p>
36.	<p>Contract Deposit: Contract Deposit shall be paid by the successful bidder and it shall be retained till the completion of contract period.</p> <ol style="list-style-type: none"> 1) Contract Deposit shall be @ 5% of contract value. 2) Contract deposit in the form of online & same will be retained upto completion of Contract period.
37.	<p><u>Refund of contract deposit:</u> Contract deposit will be refunded only after completion of 3 years of contract period.</p>
38.	<p><u>Execution of contract:</u></p> <p>In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dean, K.E.M. Hospital, should be informed accordingly.</p> <p>In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dean(K.E.M. Hospital) should be informed accordingly.</p> <p>Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 3 months from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender. Further A fine of Rs.1000/- per day will be imposed for maximum 15 days for submission of contract document.</p> <p>After that EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.</p>
39.	<p>Payment of legal and stationery charges: These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p>

		Contract Value (in Rs.)	Legal Charges and Stationery Charges (in Rs.)
		Upto 50,000	NIL
		20,00,001 to 40,00,000	16,960/-
		40,00,001 to 1 Cr	18,830/-
		1,00,00,001 and 10 Cr	22,220/-
40. Stamp duty:			
The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives.			
The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of “Article 63 of Schedule I of Bombay Stamp Act 1958” (amended till date).			
The present rate of stamp duty is as follows:			
0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees.(for Article 54)			
41. Contract Postponement:			
Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.			
42. Jurisdiction of courts:			
In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.			
43. M.C.G.M. 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. 25000/-. The details of “Procurement Redressal Committee” are given in Annexure-15.			
44. The Municipal Corporation reserves its right to inspect the service premises of the contractor as and when required.			
45. 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.			

SECTION 6

**SPECIAL CONDITIONS TO
THE TENDERER**

	Section 6 SPECIAL CONDITIONS TO THE TENDERER
1.	<p>Only those registered firms having minimum 5 years experience of running Mess/Canteen for minimum 500 persons of any reputed company or establishments of State/Central Govt. or their undertakings, semi Govt. Bodies or Local Authorities</p> <p>Those who possess License issued by Public Health Department u/s. 394 under M.M.C. Act 1888.</p> <p>Food Business Operator compulsory submit license & full fill all the responsibilities of an FBO as stipulated under section 23 of the Food Safety and standards Act, 2006. As prescribed under sanction 31 (1) of FSS Act, 2006.</p> <p>Food Business Operator engaged catering units are under obligation under FSS Act, 2006 to not only obtain FSSAI licenses but also to follow the General Hygienic & Sanitary Practices (GHSP) as stipulated in part V of Schedule 4 of FSS(Licensing and Registration of Food Businesses) Regulations, 2011.</p>
2.	Nurses mess of K.E.M. Hospital on leave & license basis is exclusively meant for the benefit of the all the student nurses and no outside agency shall be allowed.
3.	<p>The Corporation shall allow the licensee to occupy the premises of Nurses mess situated at the premises of hospital for the purpose of running mess for the benefit of the student nurses on payment to Municipal Corporation of Greater Mumbai fixed monthly compensation of Rs. 1000/- per month for use of kitchen premises. Occupation of the said premises, provided always that the licensee shall not be entertain any paying guest and/or provide lodging and boarding to any member of the public at the said premises yearly fixed monthly compensation towards occupation of the premises and towards use of Municipal appliances and electric fixtures shall paid in advance at the time of accepting the tenders by the licensee.</p>
4.	The contractor shall bear and pay electricity charges as per the electric meter fixed therein. If the meter is not provided and/or meter is out of order, contractor will have to pay as decided by the Dean (K).
5.	<p>The contractors shall bear and pay Rs.2000/- per month towards water consumption charges. The water consumption charges will be deducted from the subsequent bill of the contractor.</p>
6.	The contractor shall make his own arrangement to register, procure and utilize Mahanagar Gas Pipeline at his own cost and The Dean, K.E.M. Hospital shall provide necessary facilities for the Gas Pipeline connection. The cost of Gas Pipeline Connection and maintenance of Gas Pipeline connection shall be borne by the contractor.
7.	<p>The said sum of Rs.----- in cash/Government public securities deposited as aforesaid, together with any interest thereon which may have been collected shall at the expiration of this contract, be returned to the contractors unless the same shall have been forfeited as herein before mentioned, and all charges for the safe custody and withdrawal of the and for the collection of interest, the said sum of Rs -----in Government, Public Security deposited as security money (though The Dean, K.E.M. Hospital, shall not bound to collect any interest unless the contractors by written application require him to do so) shall either be paid by the contractors or be conducted out of any moneys that may</p>

	be or become due to the contractors and the Corporation in case the said deposit of Rs.----- ----- has been made by the contractors by delivery of the Bankers and if no penalty of damages of forfeiture of deposit shall be exacted or claimable from or against the contractors under this contract, the contractors and the Bankers shall at the expiration of this contract be free and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice however to the continuing liability of the said Bankers and the right of The Dean, K.E.M. Hospital, and / or contractors and or the Corporation claim under the said general undertaking and guarantee for or in respect of any other substituting tender or contract entered into by the contractors with The Dean, K.E.M. Hospital, and / or the corporation.
8.	The successful tenderers shall display a Notice Board essentially in Marathi in the conspicuous part of the said premises, including that it is a Municipal Property.
9.	The eatables and articles of food and drinks etc. shall be inspected from time to time and if any eatables or articles food or drink etc. is found on inspection to be injurious to health or substandard quality the licensee may become liable to pay a penalty of Rs. 1000/- on each occasion and/or communicated by the Dean / Medical Superintendent on each occasion.
10.	The licensee shall provide at his own cost dustbins for collection, removal of refuse and garbage and shall as well as make his own arrangement for its removal, at least twice every day. It is mandatory to licensee to follow the circular & Guideline regarding uses of plastic, Other banned material.
11.	The licensee shall serve eatables and articles of food and drinks etc. at the said staff canteen without any distinction and reservation of class, caste creed or religion.
12.	The licensee will have to make his own arrangement for crockery, utensils refrigeration machine & furniture for running the Staff canteen.
13.	The licensee shall prevent any disorder in the premises.
14.	The licensee shall be responsible for any misconduct on the part of his servants or any Nuisance caused directly or indirectly by them.
15.	The licensee shall permits Municipal authorities at all time to enter the said staff canteen to make inspections of the following : - Catering arrangements Quality and Quantity of eatables an articles of food and drink sold and served, conditions of the fittings, fixtures and furniture. Sanitary arrangements and general cleanliness. Upkeeps of property of the Corporation etc.
16.	The licensee shall permits Municipal authorities at all time to enter the said staff canteen to make inspections of the following : - Catering arrangements Quality and Quantity of eatables an articles of food and drink sold and served, conditions of the fittings, fixtures and furniture. Sanitary arrangements and general cleanliness. Upkeeps of property of the Corporation etc.
17.	The licensee shall maintain in the premises allotted to them, fixtures and fittings etc. including fans, provided by the Corporation in perfect condition and take necessary measures to preserve them and shall give them over to the Dean(K.E.M.Hospital) or any officer appointed, on expiry of this license.
18.	The licensee shall be responsible for any damage, loss or injury whatsoever that may be caused at any time to any property of the Corporation or to any person or person including third part which carrying on his business for running the mess and when carrying out any repairs or other works pertaining to the said canteen, all such damages, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the

	licensee to the satisfaction in all respect to the Dean(K.E.M. Hospital) or any other competent authority.
19.	The licensee shall keep the Corporation, their officers and servants harmless and indemnify from the against all losses, suits, damages, charges claims and demands whatsoever including claims under workmen's compensation Act. 1924, their officers or servants may sustain, incur or become liable to pay the reason or in consequences of any injury to any person or to any property either belonging to the Corporation or third party whether resulting directly through any accident or otherwise to life or property while carrying out any repairs or other work pertaining to the said mess such damage, injury or loss to life or property shall be made good and/or as the case may be paid immediately by the licensee to the Commissioner.
20.	If any structural alterations and/or additions are required by the licensee, he shall have to apply in writing to the Dean (K.E.M.Hospital) who in consultation with Municipal Architect may grant such permission on conditions that the entire cost of such alteration and/or additions will have to borne by the licensee & will not be allowed to dismantle or remove the said alterations and/or additions or any part thereof while leaving the premises. The work of such additions/alterations will be carried out by the Municipal Corporation of Greater Mumbai with due supervision charges.
21.	Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favors of any person any right, title, interest whether vested or contingent in the premises of the Corporation and these presents shall in all respects be construed as and be a license.
22.	The Corporation shall in no way be responsible or liable for any damage, loss or injury caused to the property or person of the licensee or their servants from any cause whatsoever.
23.	The Corporation shall not be party to the recovery of payment of any bills or dues from any of the licensee's customers.
24.	Whenever the licensee is revoked, withdrawn or terminated by the competent Municipal Commissioner or the competent Municipal Officer shall be entitled to enter the premises and occupy the same. The licensee shall not be entitled to any compensation whatsoever on account of the termination of this license.
25.	The licensee shall forthwith at his own cost and expenses comply with any requisitions, orders and/or notice issued by the competent Municipal Officer not below the rank of AMC(WS)/ D.M.C. (Health) / Dean or any other competent Municipal officer or any other public body pertaining to any matter in connection with the business of running the Mess.
26.	In all cases of disputes, the decision of the competent Municipal Officer not below the rank of Dean (K.E.M. Hospital) shall be final and binding upon the licensee.
27.	The licensee shall not encroach upon the space beyond that allotted to his in any manner, any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions and dealt with accordingly.
28.	The licensee shall not encroach upon the space beyond that allotted to his in any manner, any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions and dealt with accordingly.
29.	The licensee shall not execute any sign board, name plate or advertisement within or outside the said Mess premises without the consent in writing being first obtained from the Dean (K.E.M.Hospital).

30.	The licensee shall not assign, transfer or sublet the right and liberties hereby granted to take any new partner or partners with item without the prior consent of Municipal Officer not below the rank of the Additional Municipal Commissioner (WS) in writing.																											
31.	The successful tenderer shall provide his own furniture, fixtures and fittings including fans and light (other than these already provide) which should be attractive and matching. All utensils, linen, crockery and uniforms of waiters etc. should be tidy and decent.																											
32.	The staff employed for managing the said mess 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 on a reasonable notice by the licensee and such members of the staff of the mess shall be certified unfit to serve in the mess by the Medical Officer of Municipal Corporation of Greater Mumbai shall be immediately removed from the services in the mess and replaced by other staff to be approved by the officer.																											
33.	The nurses mess premises and passage thereof shall be daily cleaned and the floor and furniture will be periodically or as often required by Dean (K.E.M.Hospital) be washed with disinfected by the licensee at his own cost. Failing, the licensee may get the same done at the cost of licensee after 24 hours written notice.																											
34.	The licensee shall provide adequate number of servants for the service in nurses mess. The number of such servants shall be depend on the number of users of the mess and shall be finalized from time to time in consultation with Dean, K.E.M. Hospital of the hospital.																											
35.	The food, drinks etc. shall be served by the contractor every day during the continuance of																											
	these presents as per timings shown below:- <table><tr><td>i) Breakfast with tea.</td><td>:</td><td>Between 5.30 a.m.and 9.30 a.m.</td></tr><tr><td>or coffee.</td><td></td><td></td></tr><tr><td>ii) Tea or coffee.</td><td>:</td><td>At 10.00 a.m. in Nurses Mess Or at Wards.</td></tr><tr><td>iii) Lunch.</td><td>:</td><td>Between 10.30 a.m. and 3.30 p.m.</td></tr><tr><td>iv) Tea or Coffee and snacks</td><td>:</td><td>Between 3.00 p.m.and 5.00 p.m.</td></tr><tr><td>v) Whole Milk. milk</td><td>:</td><td>At 6.00 p.m. distribution of for Nurses staff.</td></tr><tr><td>vi) Dinner.</td><td>:</td><td>Between 6.30 p.m.and 9.30 p.m.</td></tr><tr><td>vii) For on duty nurses only.</td><td>:</td><td>a) Tea: - 11.00 p.m.</td></tr><tr><td></td><td>:</td><td>b) Tea or Coffee:- 4.00.a.m.</td></tr></table>	i) Breakfast with tea.	:	Between 5.30 a.m.and 9.30 a.m.	or coffee.			ii) Tea or coffee.	:	At 10.00 a.m. in Nurses Mess Or at Wards.	iii) Lunch.	:	Between 10.30 a.m. and 3.30 p.m.	iv) Tea or Coffee and snacks	:	Between 3.00 p.m.and 5.00 p.m.	v) Whole Milk. milk	:	At 6.00 p.m. distribution of for Nurses staff.	vi) Dinner.	:	Between 6.30 p.m.and 9.30 p.m.	vii) For on duty nurses only.	:	a) Tea: - 11.00 p.m.		:	b) Tea or Coffee:- 4.00.a.m.
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	:	b) Tea or Coffee:- 4.00.a.m.																										

36.	<p>The meals, breakfasts, snacks etc shall be serve in accordance with the following menu :</p> <p><u>Breakfast</u>: - 1) Two eggs preparation to order. 2) Bread or toast with butter. 3) Tea or coffee.</p> <p style="text-align: center;"><u>OR</u></p> <p>1) Potato Poha or Idli or Dosa and Banana Or Wada Sambhar, Upma. 2) Bread or toast with butter 3) Tea or coffee.</p> <p><u>Lunch:-</u> 1) Wheat Chapaties and Rice 2) Two vegetables or similar preparation 3) Curd and Dal. 4) Chutny and Dal. 5) Fruit or Ice cream. 6) Mutton or Fish or similar preparation. Tea or coffee with snacks.</p> <p><u>Dinner :-</u> (same as lunch) 1) Wheat Chapaties and Rice. 2) Two vegetables or similar preparation. 3) Curd and Dal. 4) Chutny or Salad. 5) Mutton, Fish or similar preparation. 6) Pudding.</p> <p>(Tea or Coffee with snacks to all night duty nurses in ward except special dish at lunch and dinner, the quantity of all other items will be unlimited.)</p> <p>The menu prescribed above is rough, exact menu shall be prescribed by the matron of the K.E.M.Hospital daily and the meals, breakfasts etc. shall be served in accordance with the menu fixed. Mutton and Shrikhand or Basundi shall be served respectively to non-vegetarian and vegetarian nurses on every Friday of the week. Fish, Chicken or similar preparation and Bhajiya or similar preparation shall be respectively served to non-vegetarian nurses on every Sunday of the week.</p> <p>In case of emergency and subject to the condition, that the standard of services at nurses mess is not affected & the licensee may be allowed to send food outside the nurses mess premises, at the hospitals.</p>
37.	<p>The agreement of Nurses mess contrives to be enforced until terminated by one calendar month in writing from either side.</p>

38.	After expiry of the license period the licensee may be permitted to run the nurses mess on same terms and conditions till the appointment of new contractor by Municipal Corporation of Greater Mumbai. However, such permission shall not create any interest of right in favor of licensee and it will not amount to renewal of the old licensee.
39.	Details of the partnership such as name, addresses and any special qualification must be submitted along with tender.
40.	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.
41.	The licensee shall obtain necessary license from all concerned depts. like Health, Shops and Establishment, Fire brigade & Water Works deptt. of MCGM and pay the license fees accordingly. TRC charges are required to be paid by the licensee.
42.	The licensee shall at the cost of the licensee make arrangements for keeping necessary fire fighting equipments at suitable place to the satisfaction of CFO/ licensee.
43.	Special condition — In the event of tender being accepted contract must be signed by member of firm & also pay the Security Deposit as applicable online in favour of MCGM.
44	Supply of food to Student nurses, Running the nurses mess approx. 400 no. student and on duty nursing staff Approximately 1200/-
45	Supply of food to Student nurses approx. 400 no. student Supply of Tea for Staff should be provided in 3 shifts (on duty nursing staff Approximately 1200)

Signature of the Tenderer/Contractor
Address:-

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

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

Full Signature of the tenderer with Official Seal & Address

ANNEXURE -1

Tender No.

Bid No.

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet "A")

Date:-.....

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

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

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

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

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

Bank Details:-

a. Bank details of tenderer as applicable.

I/We have carefully gone through the tender requirement/specifications, we are confident to fulfill the exact requirement asked for as a manufacturer along with the required documents to be provided along with the tender. I/We assure you for the same and accordingly I/we are participating in this tender process.

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

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

ANNEXURE – 2

Tender No.

Bid No.

Tender Form

(To be uploaded in PACKET “B”)

To,

The Municipal Commissioner

Municipal Corporation of Greater Mumbai

Sir,

1. I / We....., 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 Bidders participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) General Conditions and Instructions to tenderers
- 5) Special Conditions to the tenderer
- 6) Contract Agreement form (Proforma for Article of Agreement)
- 7) Annexures
- 8) Details of the Item Data :- (Rate to be filled by tenderer in commercial offer)
- 9) Corrigendum if any

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for INR **Rs. 9,39,060/-** and we are aware that this EMD shall not bear any interest till it is with MCGM.
4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit **(Annexure-3)** on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards

To agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of MCGM and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Names and Residential Address
of all the partners constituting

The firm:

1.

ANNEXURE – 3

Tender No.

Bid No.

Undertaking to be signed by the tenderer
(To be uploaded in PACKET “B”)

AFFIDAVIT

To,
The Dean,
K.E.M. Hospital, Sion,
Mumbai - 400012

Subject: Running of Nurses Mess at Ground floor, Nurses Home, K.E.M.Hospital
Parel, Mumbai -400012

1. I/We_____ (full name in the capital letters) the Proprietor/Partners/partners/Director/Managing Directors/Holder of the Business/Trustee for the Establishment/Firm/Registered Co. named herein below, do hereby agree and undertake to offer to supply of foods, milk etc. to Students Nurses and running the Nurses Mess of K.E.M.Hospital during the period from -----to --- ----- and supply of tea to on duty Staff Nurses at K.E.M.Hospital during the period from - ----- to ----- as mentioned in this tender and in accordance with the specifications therein. I/We also abide by the accompanying form of contract and the Form of Terms, Rates and Costs, which are herewith duly signed by me/us. I/We agree to open the offer for acceptance for 120 days from the date of opening of the tender.
2. I/We agree to keep the Nurses Mess open 24 hours during a day and all days including Sundays and public holidays even in the event of local bundh/strike or nationwide strike.
3. I/We agree that in case I/We unable to run the Nurses Mess, the same shall not be transferred to other institution but the same shall be surrendered to the M.C.G.M. and shall not demand any compensation of any sort/kind.
4. I/We have paid requisite amount of earnest money deposit, as mentioned in the tender notice.
5. I/We have carefully inspected the premises offered for running the Nurses Mess.

6. I/We do hereby state & declare that I/We whose names are given herein below in detail with the addresses, have not filled in this TENDER under any other name or under the name of other establishment/firm or otherwise nor we are in any way related or concerned with any establishment/firm or any other person who have filled this TENDER.
7. I/We have filled in the accompanying TENDER with full knowledge of liabilities and therefore, I/We shall not raise any objection or disputes in any manner relating to any action, including forfeiture of the Earnest Money Deposit and/or Security Deposit including blacklisting or any other penal action for giving any information which it is found to be incorrect and against the conditions, instructions and direction given in this TENDER and failure to execute the written contract.
8. I/We agree and undertake to comply with the requirement/regulations in force from time to time and shall obtain the necessary permission from F.D.A. Health Department, License Department, Shops & Establishment Department, Water Department of the Municipal Corporation of Greater Mumbai and any other competent authorities and shall observe all rules and regulations of M.C.G.M., State/Central Govt. in respect of running Nurses Mess.
9. I/We agree to undertake to abide by all rules and regulations in respects of VAT/Sales Tax Act and Income Tax Act. etc. as prescribed from time to time by the concerned authorities and shall be solely responsible for breach thereof.
10. I/We further agree to abide by the rules and regulations in respect of all Labour Laws such P.F. Act, Workman's Compensation Act, E.S.I.S. Act and various other related laws of the government authorities from time to time and submit the returns to the authorities concerned regularly and I/We shall be solely responsible thereof.
11. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of contract to me/us, that any information given by me/us in this TENDER is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and shall not resist any claim for such compensation on any ground and whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount by way of damages or

Compensation for cancellation of the contract given to me/us is withdrawn by the Corporation.

12. I/We agree and undertake not to withdraw the offer constituted by this TENDER before the communication to me/us notice of non-acceptance. And I/We agree and undertake, if contrary to the agreement contained in this clause, I/We withdraw the TENDER before the date of communication of non-acceptance, the Earnest Money Deposited by me/us as aforesaid shall be liable to forfeiture by the Municipal Commissioner of Greater Mumbai. I/We also agree to the forfeiture of the Earnest Money Deposit if in the event of your accepting my/our Tender, I/We fail to execute the contract or fail to make payment of Security Deposit, for due observance of the Terms and Conditions of this Contract.
13. I/We do hereby agree and undertake to pay all cost, charges and expenses in connection with this contract including stamp duty, preparation and execution of the written contract.
14. I/We have gone through the Article of agreement and I/We agree and abide by the same.

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

1. _____
2. _____
3. _____

Signature with Date, Name, & designation of Licensee

WITNESS:

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

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

Note:-To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

ANNEXURE - 4

DRAFT AGREEMENT FOR RUNNING A NURSES MESS AT

K.E.M. Hospital, Parel, Mumbai-12.

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

Standing Committee Resolution No:-

Case No. _____ of _____

THIS AGREEMENT MADE ON THIS _____ day of _____

Two Thousand _____ between

Proprietor's or	}	_____
Partners		_____
Full Name/s		_____
And		_____
Addresses		_____

In habitant/s of Mumbai carrying on business at _____

In Mumbai under the style and name of Messer's _____

for and on behalf of himself/themselves, his/her/their heirs, executors, administrators and assignees (hereinafter called "the Contractor/s") of the FIRST PART

AND

Smt.Dr.Sangeeta Ravat, The Dean, K.E.M.Hospital which expression are included unless such inclusion is inconsistent with the context or meaning therefore include The Dean, K.E.M.Hospital, Municipal Corporation i.e. Municipal Commissioner and any of the officers of Municipal Corporation of Greater Mumbai authorized by The Dean, K.E.M.Hospital and shall also include his/her/their successors, administrators and assignees for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the THIRD PART.

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

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

AND WHEREAS the party of the SECOND PART is absolutely seized and possessed of or otherwise well and sufficiently entitled the Nurses Mess at K.E.M.Hospital, Parel, Mumbai - 400 012 admeasuring about _____sq. Mt. i.e. _____Sq. Ft. situated at Nurses Mess, K.E.M.Hospital, Parel, Mumbai - 400 012. (Hereinafter called as the said premises) in the registration, District and Sub District of Mumbai City.

AND WHEREAS online offer were invited from various persons and firms having 5 years experience of running Mess/Staff canteen of any well known establishment having **500** or more employees. The offer of party of FIRST PARTY found to be acceptable

AND WHEREAS the party of the SECOND PART vides sanction No. _____dated _____have agreed to grant permission to run the said Nurses Mess an area admeasuring about _____sq. Mt. i.e. _____Sq. Ft. situated at above address with effect from the date of allotment letter for the period of 3 years on leave and license basis on the terms and conditions hereinafter appearing:-

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

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

1. This contract shall be deemed to have commenced as from the _____day of _____two thousand _____and shall continue in force (subject to the power of The Dean, K.E.M.Hospital, Parel, Mumbai - 400 012 for the time being to

determine the same previously as hereinafter mentioned) until the _____ day of _____ two thousand _____.

2. The number of Nurses to whom the food, drinks etc. is to be served as per the menu specified in the schedule is approximate and the The Dean, K.E.M.Hospital, Parel, Mumbai - 400 012. may, in his sole discretions and at the rates specified in the schedule, indent for any lesser or larger quantities depending upon the number of nurses in the hospital.
3. The contractors shall prepare articles in the kitchen of the Nurses Home and serve the same in the dining hall and in some special cases in the room of the nurses.
4. The total sum payable for any calendar month shall be calculated on the basis of the rate per day for number of nurses served meals, breakfast etc. everyday shall be intimated to the contractors by the Matron/Home sister of the K.E.M Hospital, Parel, Mumbai - 400012. Monthly charges shall be inclusive of the following items :
 - (a) Special lunches or dinners on Dasera, Diwali, Christmas, New Year day, Independence Day and Republic Day, Eight guests will be entertained on each occasion.
 - (b) Picnic
5. The meals, breakfasts, snacks etc shall be serve in accordance with the following menu :

Breakfast

- 1) Two eggs preparation to order
- 2) Bread or toast with butter.
- 3) Tea or coffee.

OR

- 1) Potato Poha or Idli or Dosa and
Banana Or Wada Sambhar, Upma.
- 2) Bread or toast with butter
- 3) Tea or coffee.

Lunch

- 1) Wheat chapatti and Rice
- 2) Two vegetables or similar preparation
- 3) Curd and Dal.
- 4) Chutny and Dal
- 5) Fruit or Ice cream.
- 6) Mutton or Fish or similar preparation.

Afternoon

- 1) Tea or coffee with snacks.

Dinner :-

(same as lunch)

- 1) Wheat Chapaties and Rice.
- 2) Two vegetables or similar preparation.
- 3) Curd and Dal.
- 4) Chutny or Salad.
- 5) Mutton, Fish or similar preparation.
- 6) Pudding.

(Tea or Coffee with snacks to all night duty nurses in ward except special dish at lunch and dinner, the quantity of all other items will be unlimited.)

The menu prescribed above is rough, exact menu shall be prescribed by the Principle/Matron of the K.E.M.Hospital daily and the meals, breakfasts etc. shall be served in accordance with the menu fixed. Mutton and Shrikhand or Basundi shall be served respectively to non-vegetarian and vegetarian nurses on every Friday of the week. Fish, Chicken or similar preparation and Bhajiya or similar preparation shall be respectively served to non-vegetarian nurses on every Sunday of the week.

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

- | | | |
|--------------------------------------|---|--|
| i) Breakfast with tea.
or coffee. | : | Between 5.30 a.m.and 9.30 a.m. |
| ii) Tea or coffee. | : | At 10.00 a.m. in Nurses Mess
or at Wards. |
| iii) Lunch. | : | Between 10.30 a.m. and 3.30 p.m. |
| iv) Tea or Coffee
and snacks | : | Between 3.00 p.m.and 5.00 p.m. |
| v) Whole Milk. | : | At 6.00 p.m. distribution of milk for Nurses
staff. |
| vi) Dinner. | : | Between 6.30 p.m.and 9.30 p.m. |
| vii) For on duty nurses only. | : | a) Tea: - 11.00 p.m.
b) Tea or Coffee:- 4.00.a.m. |

7. The articles of food, drinks etc. shall be prepared from raw material of unquestionable purity and of the best manufacture Toned milk supplied by the Government Dairy shall be used for the preparation of tea and coffee and whole milk for the preparation of other milk preparations and for drinking purpose. In case the milk from the Govt. dairy is not available, the contractors shall make available the milk of the standard.
8. The contractors shall allow inspection of the cooked food, raw materials and also taking of samples for analysis whenever required and shall pay charges for analysis of food, which on analysis, may be found to be of sub standard or inferior quality.
9. Every articles of food, drink etc. shall be first approved by the officers authorized in this behalf regarding their quality, appropriate preparation, taste etc. and such of the articles as will not be properly prepared or of the required taste shall be liable for rejection. The decision of such officer shall be subject to appeal to The Dean, K.E.M. Hospital, Parel, Mumbai - 400012 whose decision as to whether such article shall be taken or rejected shall be final and binding on the contractors.
10. In case any of the articles of food, drinks etc. is rejected under the preceding clause, the contractors shall replace the same within an hour with other articles of approved quality and taste.
11. In case the contractors shall at any time during the continuance of these presents, fail to supply any of the articles of food, drinks etc. included in the menu when required, as herein provided, or in case they fail at once to replace any article that may be rejected as herein provided, with others of approved quality, The Dean, K.E.M. Hospital shall be at liberty forthwith to procure and obtain the same from the open market and the extra cost thereof (if any) and all expenses including supervision charges at 5% of the cost of the articles obtained in all cases of the fault which may be raises to a maximum of 15% in special cases at the discretion of the The Dean, K.E.M. Hospital shall be deducted from any money due or to become due to contractors under this or any other contract between the contractors and the corporation.
12. In case the contractors at any time during the continuance of the present supply any of the articles of food, drinks etc. of inferior quality, it shall be competent for The Dean, K.E.M.Hospital without prejudice to his other rights and remedies under this agreement,

to call upon the contractors to pay such amount not exceeding the cost of the food, drinks etc. of inferior quality so supplied plus such further amount not exceeding 30% if the cost as he/she may think proper as liquidated damages for each such default and any such decision of The Dean, K.E.M. Hospital, shall be final and binding upon the contractors who shall be bound to pay such amount forthwith upon the demand made them in that behalf.

13. The contractors shall keep the premises clean, neat and good sanitary condition at all the time in accordance with the regulations prescribed therefore, by the Ex. Health Officer of the Corporation. The contractors shall provide at their own cost dustbins for the collection of the refuse and garbage and shall as well as made their own arrangements for its removal.
14. The contractors shall keep the furniture, utensils etc. provided by the Corporation in good condition and order and shall be responsible to the Corporation for any damages to the same and shall keep equipment of electricity, gas etc. provided in the kitchen and service room in perfect working order.
15. The contractors shall make arrangements for refrigeration of drinks etc. and will use such crockery, linen and utensils for cooking servicing etc. which will meet the approval of The Dean, K.E.M.Hospital from time to time.
16. The contractors shall bear and pay electricity monthly charges, water Consumption monthly chargers as decided by competent authority.
17. The contractors shall obtain necessary permit and license from the Corporation and Commissioner of Police and any other Public body or bodies, which it may be necessary for them to run the said profession and the contractors shall comply with all the Rules and Regulation prescribed therein.
18. The contractors shall prevent any disorder on the premises and shall be responsible for any misconduct on the part of their servants or for any nuisance caused directly or indirectly by them. The contractors shall permit the Municipal authority or authorities at all reasonable times to enter the mess to review the conditions thereat and of the fittings and fixtures therein. Any supervisor, cook, butler or servants of the contractors to whom

The Dean, K.E.M. Hospital may object on the ground of bad behavior incompetence or negligence shall be discharged by the contractors within twenty four hours after receipt of written order signed by The Dean, K.E.M. Hospital requiring such discharge and no person who has been so discharge shall be allowed to work in the Nurses Mess without the written permission of The Dean, K.E.M. Hospital.

19. The contractors shall be responsible for any damage, or injury whatsoever that may be caused at any time to any property of the Corporation or to any person or persons including third party while carrying out his business and when carrying out any repair or any other works pertains to the said mess and all such damage, injury or loss to life 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 The Dean, K.E.M. Hospital, Parel, Mumbai - 400012.
20. The contractors shall keep the Corporation, their officers and servants harmless and indemnified from the and against all losses, damages, costs, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act 1954. which the Corporation, their officers or servants may sustain, incur or become liable to pay by reasons or in consequence or any injury to any person or to any property either belonging to the Corporation or to a third party whether resulting directly or indirectly through any accident or otherwise to life or property while carrying out the business of running the mess. When carrying out any repairs or other works pertaining to the said mess and such damage, injury or loss to life or property shall be made good and or as the case may be shall be paid immediately by the contractors to the satisfaction in all respect of The Dean, K.E.M. Hospital, Parel, Mumbai - 400012.
21. Nothing herein contained shall be construed to give to the said contractors any legal or equitable right or interest of any kind whatsoever to the Municipal Premises.
22. The Corporation shall in no way be responsible or liable for any loss, damage or injury caused to the property or person of the contractors or their servants from any cause whatsoever.
23. The contractors shall forthwith at their own cost and expenses comply with any requisitions order on/or notice issued by The Dean, Executive Health Officer, or any other competent Municipal Officer of the Corporation, Government or any other public

body pertaining to any matter in connection with the business of running the Nurses Mess.

24. In all cases of dispute, The Dean, K.E.M. Hospital 's decision shall be final and legally binding on the contractors.
25. The contractor can submit bill on or before 5th day of every month to the the Dean, K.E.M. Hospital, Parel, Mumbai - 400012, consolidated bill in duplicate for the articles of food, drinks etc. supplied by them during the preceding month and shall on or before the 12th day of every month furnish to the Chief Accountant a summary of all the bills which the contractors have so presented to the hospital, failing which respectively the contractors will be subject to a penalty of Rs.20/- for each original bill in respectively the contractors will be subject to a penalty of Rs.20/- for each original bill in respect of which there shall have been delay in supplying the summary to the said Chief Accountant.
26. In case of failure on the part of the contractors at any time during the continuances of this contract to comply with any of the condition herein contained or in case of any portion of this contract, The Dean, K.E.M. Hospital shall be it liberty absolutely to determine the same by giving to the contractors one calendar month's previous notice in writing of his/her intention to do so and in such case the said deposit or sum of Rs.----- as aforesaid shall be absolutely forfeited to the Corporation having been made by the contractors by delivery to The Dean, K.E.M. Hospital, of the General Undertaking and Guarantee of the Bankers of the contractors under any of the provisions of this contract becoming subject to or liable for any penalty of damages liquidated or unliquidated or of the said deposit of Rs ----- becoming forfeited, if not previously paid to The Dean, K.E.M. Hospital shall immediately on demand be paid by the said Bankers to and may be forfeited by The Dean, K.E.M. Hospital, under and in terms of the said General Undertaking and guarantee.
27. Whenever the contract is terminated by The Dean, K.E.M. Hospital, the contractors shall hand over vacant and peaceful possession of premises. In default, The Dean K.E.M. Hospital or any Municipal Officer shall be entitled to enter the premises and occupy the same.

28. These present and every clause, matter and thing herein contained shall cease and determine on the date ----- (unless the same shall have been previously determined by The Dean, K.E.M. Hospital) as herein before ----- provided except only as to the rights and remedies of the parties hereto in respect of any clauses or thing herein contained which may have been broken or not performed.
29. The said sum of Rs -----in cash/Government public securities deposited as aforesaid, together with any interest thereon which may have been collected shall at the expiration of this contract, be returned to the contractors unless the same shall have been forfeited as herein before mentioned, and all charges for the safe custody and withdrawal of the and for the collection of interest, the said sum of Rs.----- in Government, Public Security deposited as security money (though The Dean, K.E.M. Hospital. Hospital, shall not bound to collect any interest unless the contractors by written application require him to do so) shall either be paid by the contractors or be conducted out of any moneys that may be or become due to the contractors and the Corporation in case the said deposit of Rs _____has been made by the contractors by delivery of the Bankers and if no penalty of damages of forfeiture of deposit shall be exacted or claimable from or against the contractors under this contract, the contractors and the Bankers shall at the expiration of this contract be free and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice however to the continuing liability of the said Bankers and the right of The Dean, K.E.M. Hospital, and / or contractors and or the Corporation claim under the said general undertaking and guarantee for or in respect of any other substituting tender or contract entered into by the contractors with The Dean, K.E.M. Hospital, and / or the corporation.
30. All contract charges and expenses in connection with this contract including stamp duty and all other disbursements shall be paid by the contractors.
31. Every respect for money, which may become payable or any security, which may become transferable to the contractors under these presents, shall, if signed, in the partnership name by any of the contractors, be a good and sufficient discharge to The Dean, K.E.M. Hospital, and Corporation in respect of the money of security purporting and acknowledged hereby, and in the event of the death of any or the contractors during

the pendency of this contract is hereby expressly agreed that every receipt by any one the survived contractors shall, if so signed as aforesaid, provided that nothing in this clause contained shall be deemed to prejudice of effect any claim which The Dean, K.E.M. Hospital, or Corporation may hereafter have against the legal representatives of any contractor, so aiming, for or in respect of any breach of any if the conditions hereof. Provided also that nothing in this clause contained shall be deemed to prejudice of affect the respective rights or obligations of the contractors and of the legal representatives or any deceased contractor's interest.

32. The corporation shall have a lien on and over all or any moneys that may become due and payable to the contractors under these presents and/or on and over the deposit or security amount or amounts made under this contract and which may become repayable to the contractors, under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Corporation by the contractors either alone or jointly with another or other transactions or any nature whatsoever between the Corporation and the contractors and also for or in respect of any Municipal Tax or taxes which may become due any payable to the Corporation by the contractors either alone or jointly with another and other under the provisions of the Brihanmumbai Municipal Corporation Act or any other statutory enactment or enactments in force in modification or substitute thereof and further The Dean, K.E.M. Hospital, in behalf of the Corporation shall at all times be entitled to deducted the said debt or sum of tax due by the contractors from the moneys, security or deposit which may become payable or returnable to the contractors under these present provided, however, that nothing this clause shall apply to any moneys due and payable the contractors in capacity as trustees either alone or jointly with others, the provision of this condition shall also apply and extend to the Bankers guarantee, if any given by the contractors either in addition to the substitution of the each or security deposit to be made under this contract.
33. The contractors shall not lend to or borrow from of have or entered into any monetary dealings or transaction either directly or indirectly with any Municipal employees, and if he/they or any of them shall also, The Dean, K.E.M. Hospital shall be entitled to forthwith terminate this contract and forfeit the deposit without prejudice to the other

rights and remedies of the Corporation to claim damages from the contractors for the breach of the contract.

34. The contractors shall not at any time assign, subject or may over the present contract or the benefit thereof or any part thereof to any person or persons whomsoever without the previous consent in writing of The Dean, K.E.M. Hospital for the time being and in case they shall at any time commit any breach of this consent then the said deposit or sum of Rs. ----- in cash/Govt., public securities shall be forfeited to the Corporation and shall be retained by them as and liquidated damages having been made by the contractors by delivery The Dean, K.E.M. Hospital, of the General Undertaking and Guarantee of the Bankers of the contractors, shall immediately on demand be paid by the said Bankers to and may be forfeited by The Dean, K.E.M. Hospital, under and in terms of the said General undertaking and Guarantee.
35. Monthly charges of Rs **1,000/-** shall be paid by the contractors for the use of kitchen premises of the mess before 10th day of every month. However, in future, any increase in the rent charges will be binding on the contractors.
36. The contractors shall not exhibit any signboard, nameplate or advertisement within or outside the said mess premises without the consent in writing from The Dean, K.E.M. Hospital,
37. The contractor shall abide by all the rules and regulations in respect of the P.F. Act and the Workmen's Compensation Act, Payment of Wedges Act, Factories Act, Sales Tax Act prescribed from the time to time by the concerned authorities and shall be solely responsible for any breach thereof.
38. The contractor shall not employ and child labour and shall submit list of workers along with their ages to The Dean, K.E.M. Hospital, from time to time and as and when any new employee is appointed.
39. The contractor shall keep a complaint book at the counter, which shall be made available to the members for recording their complaints.
40. The contractor shall serve eatables and articles of food and non-alcoholic drinks etc. at the said mess without any discretion and reservation of class, caste, creed or religion.

41. The contractor shall not encroach upon any spaces beyond that are allotted to him in any manner. Any such encroachment will be deemed to be breach of the due performance or observance of these terms and conditions and shall be dealt with accordingly.
42. The contractors shall not carry out any addition alteration to the said premises. If any structural alteration and / or additions are required by the contractors, he shall have to apply for permission in writing to The Dean, K.E.M. Hospital, who may (if required) grant such permission on condition that the cost of such alteration and / or additions or any part thereof should be borne by the contractors. The contractors shall not be allowed to dismissal of remove the said alterations and / or additions or any part thereof while leaving the premises without prior permission of The Dean, K.E.M. Hospital,
43. The staff employed for managing the said mess shall be liable to Medical Examination by the Medical Officer of Municipal Corporation of Greater Mumbai at the time of employment and at regular intervals thereafter, on a reasonable notice by the contractor and such members of the staff of mess as shall be certified unfit to serve in the Mess by the Medical Officer of Municipal Corporation of Greater Mumbai shall be immediately removed from the service in the Mess and will be replaced by other staff to be approved by the officers. The contractor shall provide adequate number of servants for service in the mess. The number of such servants shall depend upon the number of users of the mess and shall be finalized from time to time in consultation with competent Municipal Officer.

IN WITNESS HEREOF of said contractor and the Dean, K.E.M. Hospital, have herein to get themselves hands and the seal of the Corporation has been hereupto affixed the day and the year first have written.

SIGNED, SEALED & DELIVERED BY

Dean, K.E.M.Hospital,

Parel, Mumbai 400 012

**Dean,
(K.E.M. Hospital)**

In the presence of

1. _____

2. _____

SIGNED, SEALED & DELIVERED BY

The said contractor

The common seal of the Municipal

Corporation of Greater Mumbai,

Was affixed on the _____ day of

**Seal of the
Municipal Corporation of Greater Mumbai**

In the presence of

1. _____

2. _____

**(Two members of the standing committee of the
Municipal Corporation of Greater Mumbai)**

Witness: _____

Municipal Secretary

**Dean
(K.E.M. Hospital)**

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

**Administrator Officer
(K.E.M. Hospital)**

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

ANNEXURE -5

Tender No.

Bid No.

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

1	Name of Tenderer			
2	Name of Supply			
3	Department			
4	Bid No. & Date Due Date			
5		Details	E.M.D.	Annexure-3 (Affidavit)
	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 -6
Tender No.
Bid No.

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,

The Municipal Commissioner,
M.C.G.M.

Subject: Tender No. / _____ / _____, **dated** _____
due on

Sir,

.....has been authorized to be present at the time of opening of above tender due on dt. _____ at 17:00 hrs on my/our behalf.

Yours faithfully,
Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

ANNEXURE -7

Tender No.

Bid No.

FORM OF INTEGRITY PACT

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

WHEREAS THE MCGM 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 MCGM 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 MCGM 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 MCGM will commit to prevent corruption, in any form, by its officials by
following transparent procedures. In order to achieve these goals, the MCGM 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 M.C.G.M.

M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.

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

M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. 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.

In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM 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 MCGM the proceedings under the contract would not be stalled.

22 COMMITMENTS OF THE BIDDERS / CONTRACTORS

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.

The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM 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 MCGM for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with MCGM.

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.

The Bidders / Contractors will not commit any offence under relevant anti corruption 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 MCGM as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

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

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 MCGM.

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

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

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.

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 M.C.G.M. or his relatives.

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.

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

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

23 PREVIOUS TRANSGRESSION

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.

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.

24 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 M.C.G.M. 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..

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.

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 M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.

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

To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of (bank name).

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

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

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

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

The decision of M.C.G.M. 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.

The Bidder accepts and undertakes to respect and uphold the absolute right of MCGM 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.

To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.

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

25 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 MCGM 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 MCGM 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 MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from MCGM.

26 EXTERNAL INDEPENDENT MONITOR / MONITORS

The M.C.G.M. 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.

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.

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.

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.

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

The MCGM 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.

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.

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 M.C.G.M./ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

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

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.

27 VALIDITY OF THE PACT

The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. 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.

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 M.C.G.M.

28. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM 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.

29 MISCELLANEOUS

This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. 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.

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

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

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

	MCGM	BIDDER/SELLER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

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

Dated	-----	

ANNEXURE -8

Tender No. LTH/44381/EXP

Bid No.7200050362

INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / non-responsiveness in Packet „A“, Packet „B“ or Packet „C“, and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full Signature of the tenderer with
Official Seal and Address

Tender No.
Bid No.
Special Annexure- I

[illegible]

MUNICIPAL CORPOROATION OF GREATER MUMBAI
K.EM. HOSPITAL, PAREL, MUMBAI-400012

LIST OF BANK

List of Banks from which the Municipal Corporation of Greater Mumbai will accept Banker's guarantee (including their branches in Greater Mumbai limit and unto Virar/Kalyan/Navi Mumbai)

1	State Bank of India	41	Ratnakar bank ltd.
2	State Bank of Bikaner & Jaipur	42	Sangli Bank Ltd.
3	State Bank of Hyderabad	43	South Indian Bank Ltd.
4	State Bank of Indore	44	Tamilnadu Mercantile Bank Ltd.
5	State Bank of Mysore	45	United Western Bank ltd.
6	State Bank of Patiala	46	Vysya Bank Ltd.
7	State Bank of Saurashtra	47	Abhyudaya C0-Op. Bank Ltd.
8	State Bank of Travankore	48	Bassein Catholic Co-Op. Bank Ltd
9	Citizen Co-Op Bank Ltd.	49	Bombay Mercantile Co-Op.Bank Ltd.
10	Andhra Bank	50	Bassein Catholic Co-Op. Bank Ltd.
11	Bank of Baroda	51	Cosmos Co-Op. Bank Ltd.
12	Bank of Maharashtra	52	Development Co-Op. Bank Ltd.
13	Bank of India	53	Janata Sahakari Bank Ltd.
14	Canara Bank	54	New India Co-Op. Bank Ltd.
15	Central Bank of India	55	Rupee Co-Op. Bank Ltd.
16	CHO-Hung Bank	56	Sangli Urban Co-Op. Bank Ltd.
17	Dena Bank	57	Saraswat Co-Op. Bank Ltd.
18	Indian Overseas Bank	58	Shamrao Vitthal Co-Op. Bank Ltd.
19	Oriental Bank of commerce	59	ABN AMRO BANK N.V.
20	Panjab National Bank	60	American Express Bank Ltd.
21	Panjab & Sind Bank	61	ANZ Grindlays Bank
22	Syndicate Bank	62	Bank of America NT & SA
23	Union Bank of India	63	Bank of Tokyo Ltd.
24	United Bank of India	64	Banque Indosuez
25	UCO Bank	65	Banque National De Paris
26	Vijaya Bank	66	Barclays Bank
27	Bank of Madura Ltd.	67	Citi Bank N.A.
28	Bank of Rajastan Ltd.	68	Hongkong & Shanghai Banking Cor.
29	Babaras State Bank of Ltd.	69	Mitsui Taiyokobe Bank Ltd.
30	Bharat Overseas Bank Ltd.	70	Standard Chatrered Bank
31	Catholic Syrian Bank Ltd.	71	The Mahanager Co-Op. Bank Ltd.
32	City Union Bank Ltd.	72	Indsindh Bank Ltd.
33	Dhanalakshni Bank Ltd.	73	ICICI Banking corp. Ltd.
34	Federal Bank Ltd	74	Global Trust Bank Ltd.
35	Jammu & Kashmir Bank Ltd.	75	S.B.I.C.Commercial & Int. Bank Ltd.
36	Karnataka Bank Ltd.	76	Mumbai District Central Co-OP.
37	Karur Vysya Bank Ltd.	77	Greater Bombay Co-Op. Bank Ltd.
38	Lakshmi Vilas Bank Ltd	78	Corporation Bank
39	Indian Bank	79	Axis Bank
40	Nedungadi Bank Ltd	80	Jankalyan Sahkari Bank
81	Bharat Co-Op. Bank Ltd.	84	The Thane Janta Sahkari Bank
82	Maharashtra State Co-Op.Bank	85	Yes Bank
83	North Canara G.S.B. Co-Op. Bank Ltd.		

Note : 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, within the Mumbai city limit categorically endorsing thereon that the 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 furnishing the banker's guarantee.

