

BRIHANMUMBAI MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M.Joshi Marg, Byculla (West), Mumbai – 400 011



“e-Tender for Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for the period of two years”

Website:- www.mahatenders.gov.in
e-Tender ID-2024 MCGM 999377 1

Office of Dy.Ch.E.(M&E) C.P.D.

566, N.M.Joshi Marg,

Byculla (West), Mumbai – 400 011

TEL. NO.022-23083161 EXT. 217/218/232

Sd/-
SE(CPD)

Sd/-
AE-03(CPD)

Sd/-
DY.CH.ENG.(M&E)CPD

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Section 1. e-Tender Notice

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

566, N.M. Joshi Marg, Byculla (West) Mumbai - 400 011.

Tender No. Dy.Ch. Eng./CPD/45/R1/TDR/AE-3 Dated 09.02.2024

e-Tender ID-2024_MCGM_999377_1

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites e-tender as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical) & Packet-C (Commercial) from the manufacturer. The bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

Bidders who wish to participate in the Bidding process must register on the website <http://www.mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licenced Certifying Authorities (CA). For registration, enrolment for digital signature certificates and user manual, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

All interested bidders whether already registered or not registered in BMC are mandated to get registered with BMC for bill payment if becomes successful bidder in tendering process & obtain login credentials. The details of the same are available on the above mentioned portal under 'Tenders' tab. 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. BMC has also opened a Help-desk at the CPD's office to help the vendors in this regard.

Bidding Process will comprise of THREE stages.

Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

- i) The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also he has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents.
- ii) For downloading the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>.

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

Sr. No	Description	Scrutiny Fee (₹) (Offline)	Testing charges (₹) (Offline)	EMD (Rs.)	Start Date and Time of online Bid/Rfx Downloading	End Date and Time of online Bid/Rfx Submission
1.	Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for the period two years. Tender No. Dy.Ch.Eng./CPD/45/R1/TD R/AE-3 of 2023-24 e-Tender ID- 2024_MCGM_999377_1	25,000/- + 4,500/- (18%GST) ₹ 29,500/-	Rs.1,500/ -	Rs.1,00,000/ -	09.02.2024/ at 12:00 hrs	07.03.2024 at 16:00 hrs

Note: Last date for payment of Earnest Money Deposit (EMD) online is on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full EMD amount online.

The pre-bid meeting will be held on 16.02.2024 at 15:00 hrs at Conference hall, 1'st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai-400011.

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

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

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

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

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

**Sd/-
Dy. Chief Engineer (M&E) CPD**

Address for Communication and Venue for opening of e-tender :

Office of Dy.Ch. E.(C.P.D.)

566, N.M.Joshi Marg, Byculla (W).

Mumbai – 400 011.

Tel. No. 022-23083161/62/63 Ext.217/218

e-mail:- ae03.cpd@mcgm.gov.in

For detailed tender document please scroll down :

**Tender for Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for the period of two years.
e-Tender ID-2024 MCGM 999377 1**

Section 2. HEADER DATA

Tender Reference No.	Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID	2024_MCGM_999377_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for the period of two years
Contract period	2 Years
Estimate cost	Rs. 39,25,15,890.00
Testing charges	Rs.1,500/-
Scrutiny Fee	Rs. 25,000/- +4,500/- (18% GST)= Rs.29,500/- (Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD))
Earnest Money Deposit	Rs. 1,00,000/-
Document Download Start Date & Time	09.02.2024 from 12.00 hrs.
Document Download End Date & Time	07.03.2024 up to 16.00 hrs.
Seek Clarification Start Date & Time	09.02.2024 from 12.00 hrs.
Seek Clarification End Date & Time	07.03.2024 up to 16.00 hrs.
Pre Bid Meeting	16.02.2024 at 15:00 hrs. Venue- Conference hall, 1'st Floor, Central Purchase Department, 566, N.M.Joshi Marg Byculla, Mumbai-400011
Bid Submission Start Date & Time	21.02.2024 from 12.00 hrs.
Bid Submission End Date & Time	07.03.2024 up to 16.00 hrs.
Bid Opening Date & Time	11.03.2024 up to 17.00 hrs.
End date & time for receipt of EMD	07.03.2024 up to 16.00 hrs.
Opening of Packet A	As mentioned in https://mahatenders.gov.in
Opening of Packet B	
Opening of Packet C	
Address for Communication	Office of Dy.Ch.E.(C.P.D.) 566, N.M.Joshi Marg, Byculla (West), Mumbai – 400

	011. Tel. No. 022-23083161 Ext 217/218
Venue for opening of bid	Same as above

This tender document is not transferable.

Portal Copy

BRIHANMUMBAI MUNICIPAL CORPORATION

Central Purchase Department

566, N.M.Joshi Marg, Byculla (West), Mumbai – 400 011

Preamble

The Brihanmumbai Municipal Corporation invites Tender from the bidders/manufacturers who fulfills the tender terms and conditions for the **Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for two years contract period** from the date of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

4 : Instructions to Vendors participating in e-Tendering for the supply of General items to BMC.	
1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA /GNFC/ IDRBT/ Mtnl Trustline/ SafeScript /TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://mahatenders.gov.in '
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document otherwise, the bid will be rejected.
8.	The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).
13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not

	be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues so the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.

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

5. FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC & Mahatenders Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Pre-bid meeting, as mentioned in tender notice.
4.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
5.	Earnest Money Deposit (EMD) shall be paid online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
6.	Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD).
7.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
8.	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.-4 of this tender document.
9.	Administrative offer, i.e. Packet 'A' will be opened online on the due date and due time as stated in the tender details in mahatender.
10.	Technical offer, i.e. Packet 'B' will be opened online only of those bidders who are found to be responsive in the evaluation of administrative offer i.e. Packet A.
11.	Commercial bids i.e. Packet 'C' of only those bidders will be opened online who are found to be responsive in the evaluation of administrative i.e. Packet A & technical offers i.e. Packet B as decided in tender committee meeting.
12.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
13.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
14.	Payment of Contract Deposit, Legal & Stationery Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.
15.	Supply of materials described in the specifications and as per terms & conditions.

6. GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

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

BMC invites bids from competent and experienced service providers for supply of Tetrapack Milk to Hospitals & Maternity Homes for period of 2 (two) years, renewable at end of each completed year of satisfactory service.

1.	Eligibility Criteria
A.	<p><u>Who can quote :</u> Only Manufacturers of Tetrapack Milk are qualified to fill and submit the tender. The tender is to be submitted by the Manufacturers only. Tender quoted by supplier on behalf of manufacturer will not be entertained even if they are authorized by the manufacturer. However, manufacturers can supply the material directly or appoint distributor for the purpose of making supplies, raising bills collecting payment etc. In such cases, the manufacturer has to accept responsibility for any lapse on the part of the distributor/ supplier and an undertaking (Annexure -4b) to this effect from the manufacturer will have to be submitted. This authorization should be valid for the entire duration of the contract. Change of distributor will not be allowed for the entire duration of contract.</p> <p>Bidder should be a Limited / Private Limited Company, registered under the Companies act 1956, or registered co-operative society or Proprietorship firm or Partnership Firm, NGOs/Voluntary organisation for providing similar type of services who qualifies the tender conditions and qualification criteria, are eligible to participate and submit their offer against this tender invitation.</p> <p>All the interested NGOs/VOs should be a body registered under the societies Registration Act or the Public Trust Act and should have been in the existence for a minimum period of two years on the date of publication of this notice.</p>
B.	Hence forth manufacturer will be termed as tenderer. Tenders received from dealers or any agency/agencies shall be rejected outright. Loan license/third party manufacturing will not be accepted.
C.	Tenderers (manufacturers) can supply the material directly or can give authority letter to the supplier/distributor/stockiest for the purpose of collecting orders, making supplies, raising bills, collecting payment, etc.
D.	<p><u>Turnover</u></p> <p>i) Bidder must have minimum average annual turnover of Rs. 6.87 Cr during last three financial years i.e. 2020-21 to 2022-23. 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).</p> <p>ii) The Milk Manufacturer must have 84,000 Litres per day i.e. 3,66,00,000 litres per year Milk processing capacity.</p>
E.	<p><u>Experience :-</u> The Bidder/ Manufacturer shall have following experience of having successfully completed similar type of works during last five years prior to due date of the tender.</p> <p>i) Three similar completed works each costing not less than Rs. 1.96 Cr.</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each costing not less than Rs. 2.45 Cr</p>

	<p align="center">OR</p> <p>iii) One similar completed work each costing not less than Rs. 3.92 Cr. Experience Certificate in respect of supply should be from State Government / Central Government or their undertaking / Semi Government, Local Bodies / Large Corporate. Bidder/Service Provider shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided in this clause. Similar Work means Supply of Milk in any Hospital/PSU/Educational Institutional Complex/Industrial Canteen/Government entities. Statement of Experience Certificates shall be uploaded during the submission of the tender (Annexure-5 and 5 a).</p>																								
F.	The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.																								
2.	Where and how to submit the tender The tender documents with details as specified in the pro-forma in Annexure must be submitted online in tender section of mahatender as per the instructions available on Mahatender Portal for online submission of e- tender.																								
3.	The Three Packets system The tenderer should upload tender in three packets system as below.																								
(A)	<p>Packet – ‘A’: The tenderer shall not disclose / quote the rate of the items in Packet – ‘A’. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright. The bidder must scan and upload the following currently valid original documents on or before the due date and due time of e-tender submission</p> <p>Administrative documents - Packet ‘A’</p> <table border="1"> <tr><td>1)</td><td>Particulars about the Tenderer (Annexure –1)</td></tr> <tr><td>2)</td><td>Tender form (Annexure -2)</td></tr> <tr><td>3)</td><td>Undertaking to be signed by the Tenderer (Annexure-3a)</td></tr> <tr><td>4)</td><td>Authorization letter for attending tender opening (Annexure-6)</td></tr> <tr><td>5)</td><td>Articles of Agreement (Annexure-7)</td></tr> <tr><td>6)</td><td>Internal Grievance Redressal Mechanism (Annexure –08)</td></tr> <tr><td>7)</td><td>Form of Integrity Pact (Annexure-9) (duly signed and stamped on Rs 200/- stamp paper duly notarized)</td></tr> <tr><td>8)</td><td>Declaration by the tenderer regarding HSN Code (Annexure-10)</td></tr> <tr><td>9)</td><td>Authorization letter of authorized representative for downloading and uploading tender (Annexure-11)</td></tr> <tr><td>10)</td><td>Declaration by the tenderer and his manufacturer regarding Details of Criminal History (Annexure-13)</td></tr> <tr><td>11)</td><td>Tender document (except Annexures and only Mahatender copy should be uploaded.)</td></tr> <tr><td>12)</td><td>Firm/ Company/ Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking duly registered with Chief Accountant (Treasury) of BMC. ii) Company Registration Certificate, articles of association as the case may be. iii)For NGO/VOs body the societies Registration Act or the Public Trust Act</td></tr> </table>	1)	Particulars about the Tenderer (Annexure –1)	2)	Tender form (Annexure -2)	3)	Undertaking to be signed by the Tenderer (Annexure-3a)	4)	Authorization letter for attending tender opening (Annexure-6)	5)	Articles of Agreement (Annexure-7)	6)	Internal Grievance Redressal Mechanism (Annexure –08)	7)	Form of Integrity Pact (Annexure-9) (duly signed and stamped on Rs 200/- stamp paper duly notarized)	8)	Declaration by the tenderer regarding HSN Code (Annexure-10)	9)	Authorization letter of authorized representative for downloading and uploading tender (Annexure-11)	10)	Declaration by the tenderer and his manufacturer regarding Details of Criminal History (Annexure-13)	11)	Tender document (except Annexures and only Mahatender copy should be uploaded.)	12)	Firm/ Company/ Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking duly registered with Chief Accountant (Treasury) of BMC. ii) Company Registration Certificate, articles of association as the case may be. iii)For NGO/VOs body the societies Registration Act or the Public Trust Act
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12)	Firm/ Company/ Sanstha Registration Certificates. i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking duly registered with Chief Accountant (Treasury) of BMC. ii) Company Registration Certificate, articles of association as the case may be. iii)For NGO/VOs body the societies Registration Act or the Public Trust Act																								

	registration certificate
13)	<p>Solvency certificate</p> <p>The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.</p>
14)	GST Registration Certificate
15)	<p><u>PAN CARD</u></p> <p>a) Tenderer's own PAN Card in case of individual /Dealers/Supplier/Distributor /agent etc.</p> <p>b) In case of Company or firm</p> <p>i) PAN Card of proprietor in case of proprietary /Ownership firm</p> <p>ii) PAN Card of Company in case of Private limited Company-</p> <p>iii) PAN Card of a firm in case of Partnership firm</p> <p>c) PAN Card of the Sansthas /Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co Op Society Registration Act 1960 (whichever is applicable)</p> <p>d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted.</p> <p>Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.</p>
16)	Audited balance sheets of last three financial years (2020-21 to 2022-23). Certificate issued by Auditor of firm/ Chartered Accountant for turnover of Bidder.
17)	Undertaking as per Annexure –A on Rs.500/- stamp paper duly notarized
18)	Manufacturer's ISO 9001 -2015 or latest, ISO 22000:2005 or latest Registration certificates are mandatory.
(B)	<p><u>Packet 'B'</u></p> <p>The tenderer shall not disclose / quote the rate of the items in Packet – 'B'. In case if there appears to be such indication of rate by the bidder in this Packet, the tender shall be rejected outright.</p> <p>The bidder must scan and upload the following currently valid documents on or before the due date and due time of e-tender submission.</p> <p>Technical Documents "Packet B"-</p> <ol style="list-style-type: none"> 1) Annexure-4a/4b 2) Past performance/ experience certificate (Annexure-5) in the name of Bidder/ Tenderer. 3) Valid License under Food Safety and Standards Authority of India (FSSAI). 4) Details of Litigation History (Annexure-12) 5) Pre-tested sample report- <ol style="list-style-type: none"> a) Tenderer must test and upload the original copy of pre-tested sample report of the "Tetrapack milk" conforming to FSSAI Standards from any Govt. Laboratory / Govt. approved Laboratory/ Laboratory having NABL accreditation for testing of particular items.

- b) The date of pretesting shall be between the start date of the tender and end date of the tender.
- c) The tenderers received without pre-test report will not be considered.
- d) If the sample report from the Govt. Laboratory / Govt. approved Laboratory/ Laboratory having NABL accreditation is not found “satisfactory”, i.e. not found as per BMC Specifications and requirements, the tender shall be considered as non-responsive.

Note-1: If the tenderer has not uploaded all the documents in Packet ‘A’ & 'B', then the tenderer shall be intimated to comply with the said requirements within 7 working days (excluding weekly and other holidays) by e-mail on their e-mail ID as provided by them in Annexure – 1. Tenderer in return shall reply and upload self attested, signed, scanned copies of the short documents asked under Short fall Documents on Mahatender Portal.

NOTE 2 : All the documents in Packet ‘A’ and Packet ‘B’ should be uploaded in P.D.F.

Format only.

The documents which are uploaded in Packet A and Packet B with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. However if competent authority agrees to accept, the short documents of Packet A and Packet B the same will be accepted by imposing penalty of Rs.2000 per document.

If the information of short documents (Packet A and Packet B as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not uploaded /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.

Administrative and Technical Bid will be opened on the due date and time as defined for the bid in the system. **Financial Bid/ commercial bid of only those bidders will be opened online, who are found to be responsive in the evaluation of administrative i.e. Packet A, technical offers, i.e. Packet B and found satisfactory in test reports of tender samples as per municipal specifications.** The date & time of opening of Financial Bid online will be intimated to the responsive Tenderer.

NOTE 3:

Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure.

All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance. The bidder shall be intimated to comply with the requirements of Packet A and Packet B shortcomings within 7 days by E-mail ID provided by the bidder in Annexure-1. Bidder in return reply by email has to upload self attested, signed, scanned copies of the documents asked for. Tenderer shall also submit the required copies physically along with receipt of payment made as penalty.

Bidder shall be noted that the penalty of Rs.2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence.

If the information of shortfall documents sent by concerned BMC officer by email on the bidders E-mail ID is not complied or in return reply email of shortfall is not received by

	<p>BMC, for such lapses within given period. BMC shall not be responsible and it will be treated as non compliance of shortfall from the bidders end and their offer will be treated as non responsive.</p>
<p>C)</p>	<p><u>Packet - 'C'</u> The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature. Packet 'C' will be automatically generated as per item data. Tenderer(s) should fill the item wise rate for the item mentioned in the Item data tab. <u>** All the documents uploaded in Packet 'A', Packet 'B' & Packet 'C' should be digitally signed.**</u> <u>NOTE 4:</u> 1. Rates quoted by bidder should be less than or equal to MRP. Rates above MRP will not be considered for final evaluation. 2. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 3. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of taxes /Duties/Cess other than GST, if any. 4. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.</p>
<p>D)</p>	<p><u>Details of Litigation history.</u> The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. If there is no litigation history, the bidder shall specifically mentioned in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender. In case there is litigation history, litigation History must cover in Annexure-12. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. Depends upon the gravity of the submission made by the bidder in Annexure-12 for litigation history, Jt. MC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>

4.	<p><u>Documents to be uploaded:</u> Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded.</p>						
5.	<p><u>Procedure for the opening of the tender Packet :</u> Packet 'A' (Administrative bid) shall be opened online on the due date and due time as stated in the tender details in Mahatender, when the tenderer or his authorized representative will be allowed to remain present. Packet B will be opened only if the administrative offer in Packet 'A' is acceptable. Packet "C" will be opened only if applicable Scrutiny fee is paid by bidder and Administrative offer in Packet 'A' and technical offer in Packet "B" is found acceptable. In case Administrative offer and technical offer in Packet 'A' and Packet "B" is found non acceptable or found incomplete and bidder failed to pay scrutiny fee, then their Packet 'C' will not be opened and offer will be kept out of consideration. The date and timing of opening of packet "C" will be intimated to the responsive Tenderer via mail. No complaint for non receipt of such intimation will be entertained</p>						
6.	<p><u>Authentication for documents</u> The responsibility to produce correct and authentic-documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractors and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover from the contractors' dues the damages/losses occurred thereof.</p>						
7.	<p><u>Translation of certificates</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.</p>						
8.	<p><u>Sign and seal:</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <table border="1" data-bbox="277 1346 1482 1640"> <tr> <td data-bbox="277 1346 363 1419">i)</td> <td data-bbox="363 1346 1482 1419">If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.</td> </tr> <tr> <td data-bbox="277 1419 363 1524">ii)</td> <td data-bbox="363 1419 1482 1524">If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.</td> </tr> <tr> <td data-bbox="277 1524 363 1640">iii)</td> <td data-bbox="363 1524 1482 1640">If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submit and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.</td> </tr> </table>	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.	ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorized representative only.	iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submit and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorized representative only.
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9.	<p><u>Paying E.M.D.</u> The tenderer shall have to pay EMD through online payment only. <u>Note</u> :- No Exemption will be allowed for the tenderers having standing deposit with BMC. The tenderers shall have to pay the tender EMD amount through on line payment only.</p>						
10.	<p><u>Refund of E.M.D.</u> A) E.M.D. of L2 and other higher bidders (L-3, L-4 etc.) shall be refunded immediately after opening of financial bid. B) In case successful bidder becomes non responsive or withdraw bid or is unwilling to</p>						

	<p>extend the bid validity period, in such circumstances ,if L-2 is agreeable to extend bid validity period and ready to deposit requisite amount of bid EMD to the department within stipulated time i.e. 15 days, department will process further as per normal procedure.</p> <p>C) However in the case of successful tenderer, if tenderer agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract.</p> <p style="text-align: center;">OR</p> <p>The EMD of the tenderer who have been awarded the contract will be refunded only after 2% contract deposit is paid to BMC.</p> <p>In case of successful bidders paying 2% contract deposit in cash, their EMD will be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful bidders who have submitted BG in lieu of 2% contract deposit, the EMD of such bidders will be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by Chief Accountant (CPD).’s office.</p>				
<p>11.</p>	<p><u>Pre-bid Meeting</u> :-</p> <p>If required by BMC and depending upon the nature of work, the pre-bid meeting will be held at the date, time and venue mentioned in the e-Tender Notice. Tenders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.</p> <p>The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.</p> <p>Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non-attendance at pre-bid meeting shall not be a cause for disqualification of a tenderer. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.</p>				
<p>12.</p>	<p><u>Name of Partners</u></p> <p>All tenderers must disclose the Names and Addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.</p>				
<p>13.</p>	<p>Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center; vertical-align: top;">(A)</td> <td>If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">(B)</td> <td>If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they</td> </tr> </table>	(A)	If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.	(B)	If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they
(A)	If it is found that firms as described in clause 13 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.				
(B)	If it is found that closely related persons as in clause 13 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they				

	<p>have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no. 13 (a) including similar action against the firms/establishments concerned.</p>
(C)	<p>If after award of contract it is found that the accepted tenderer violated any of the clauses (13, 13 (A) or 13 (B)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.</p>
14.	<p><u>Contract deposit</u></p> <p>Successful tenderer shall have to pay a contract deposit @ 2% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Banks, list of which is displayed at Reserve Bank of India's following website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'</p> <p>The B.G shall be acceptable from these banks and all branches of these banks (except IDBI Bank) situated within Mumbai limit and up to Kalyan and Virar.</p> <p>The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.</p> <p>The B.G shall be retained 6 months after completion of contract period.</p>
15.	<p><u>Execution of written 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 Dy.Ch.E. (C.P.D.) 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 Dy.Ch.E. (C.P.D.) should be informed accordingly.</p> <p>Bidder shall pay Contract deposit, legal stationary charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.</p> <p>Tenderers failing to pay the contract deposit and/or failing to submit all the documents to execute the contract within 30 days from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender.</p> <p>Further A fine of Rs.5000 per day will be imposed for Maximum 15 days for submission of contract document.</p> <p>If the Contract documents are not submitted within above stipulated time (i.e.45 days with inclusive of penalty of 15 days), EMD will be forfeited, along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected.</p>

	Without the contract being executed, no bills shall be admitted for payment.
16.	<u>Refund of contract deposit</u> Contract deposit will be refunded 6 months after satisfactory completion of contract period.
17.	<u>Unconditional offer</u> Tenderers shall quote a firm & unconditional offer. Conditional offers shall not be considered and shall be treated as non-responsive. Bonus/complimentary / discount offer given with condition will also be rejected. Bonus/complimentary / discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.
18.	<u>Variation in rate</u> Tenderers shall fill in the tender carefully after noting the item 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.
19.	<u>Firm price</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The rates quoted shall be inclusive of all taxes and duties applicable
20.	<u>Contradictory Clause in tender</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.
21.	<u>Alternative clauses in tender.</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.
22.	<u>Validity</u> The validity of the offer should be for at least 120 days from the date of the opening of the tender.
23.	<u>Product Names.</u> The tenderer must state the brand name of the product, if any.
24.	<u>Bidders address</u> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per format given in Annexure- 1.
25.	<u>Scrutiny Fee:</u> i) Bidders should note that the Scrutiny fee will be payable immediately after opening of Packet 'A' & 'B' and before opening of Packet 'C' in any of the Ward Citizens Facilitation Centres (CFCs) by collecting Chalan from Expenditure Section under Administrative Officer (CPD). ii) Bidders shall submit Receipt of Scrutiny Fee to this office to process further. iii) Bidders who fail to submit Scrutiny Fee will be treated as non-responsive.
26.	<u>Payment of Testing Charges and Submission of Tender samples for Testing</u> 1) Responsive tenderers in packet 'A' and 'B' shall be informed by e-mail given by them in Annexure-1, to submit one Tetra pack and pay testing charges for 1 Tetra pack within 3 working days as specified in the mail. 2) Accordingly tenderer shall pay testing charges Rs.1,500/- (for 1 Tetra pack incl. 10%

	<p>adm. charges) in DD/Pay order at CFC in any ward. For the payment of testing charges, the copy of the challan shall be obtained from this office.</p> <ol style="list-style-type: none"> 3) The tenderer shall submit receipt of payment of testing charges along with one Tetra pack as mentioned below in 3 working days, in the office of the Dy.Ch. Eng.(CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai-400 011 as per e-mail received from Dy. Chief Engineer (CPD). 4) If bidder fails to pay the required Testing charges as mentioned above and failed to submit the samples as prescribed in specified period, his offer will be treated as non-responsive. Further, EMD paid by him shall be forfeited and/or penal action such as blacklisting may be taken against the bidder. 5) Tenderers must submit <u>one Tetra pack of size 500 ML</u> in the Office of the Dy. Ch. Eng.(CPD), 566, N. M. Joshi Marg, Byculla (West), Mumbai-400 011 within 3 days from date of receipt of e-mail from Dy. Chief Engineer (CPD). 6) The Tetrapack shall be packed in single carton box having name of the bidder and the bid no. along with subject of the tender. The size of label shall be approximately 10cm x 5cm. 7) The samples received after date & time specified in e-mail sent by the office of the Dy.Ch.Eng (CPD), shall not be accepted. 8) Tender samples of all the bidders will be sent for testing in Municipal laboratory. 9) On demand, the tenderers have to pay the difference of testing charges, if any, as admissible including 10% administrative charges within four days from receipt of intimation letter from Dy. Chief Engineer (CPD) failing which their tender will be rejected outright and action as deemed fit will be initiated against them. 10) Report of Municipal Laboratory on tender samples of the bidder sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard. 11) If test reports of sample of bidders sent for testing to Municipal laboratory are found “satisfactory”, i.e. found as per BMC specification and requirements, then their “C’ packet will be opened. 12) However, if sample of bidders sent for testing to Municipal Laboratory are not found “satisfactory”, i.e. not found as per BMC specification and requirements, then their packet “C’ will not be opened even though he is responsive in packet ‘A’ & ‘B’. 13) The sample submitted by the tenderers will be used for testing etc. and therefore, will not be returned to the tenderers and the cost thereof will not be reimbursed. 14) If the testing charges obtained from responsive bidders are in excess than actual amount of testing, the excess amount will be refunded after deducting 10% administrative charges.
27.	<p><u>Issue of Acceptance Letter</u> Acceptance Letter shall be issued to lowest successful bidder after obtaining the sanction of competent authority along with the letter of formalities to be completed by successful bidder within 30 days from the date of issue of LOA.</p>
28.	<p><u>Purchase Order</u> Orders will be placed by user department as and when required.</p>

29.	<p>Distribution/ Delivery of Tetrapack Milk The successful bidder shall supply the Tetrapack Milk at the designated places intimated by the Public Health Department.</p>
30.	<p><u>Supply Testing</u></p> <ol style="list-style-type: none"> 1) One sample from supply lot from Hospitals /bidders storage facility will be drawn on random basis, jointly by the representative of CPD, representative of user Dept. and the representative of supplier for testing through Govt. Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item)/Municipal laboratory. 2) Probability of sample testing <u>shall be</u> <ol style="list-style-type: none"> (i) Three times during the one year contract period and (ii) Six times during the two year contract period 3) If the test report of the supply sample is not found as per tender specifications, the supply shall be rejected and <ol style="list-style-type: none"> i) If the default committed by the tenderer/supplier is of first time he is liable for penalty up to 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted. 4) The supplier shall quote lot number for his supply. 5) Test report of Govt. Lab /Govt. approved Lab/Lab having NABL accreditation (for that particular item) / Municipal Laboratory of supply sample sent for testing by BMC will be considered as final and no correspondence will be entertained in this regard. 6) The supply sample will be used for testing etc. and therefore, will not be returned to the Tenderer and the cost thereof will not be reimbursed. 7) The sample from the supply lot will be got tested at Municipal Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation. 8) The test results will be circulated to all departments who have received material from the supplied lot. 9) The Sample from the supply destroyed in testing is to be replaced free of cost by the supplier. 10) Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority. 11) No payment should be made to the contractor unless the samples from the supplied lot are found as per BMC specifications and requirements.
31.	<p><u>Contract:</u> Contract means the Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Supplier, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly. The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. The Contract Agreement means the agreement entered into between the BMC and</p>

	<p>the Supplier. The date of the Contract Agreement shall be recorded in the signed form. 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 conditions.</p> <p>The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p>
32.	<p><u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit, under this contract. Such transfers will not, under any circumstances, be permitted.</p>
33.	<p><u>Acceptance of Tender</u> The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to reject any or all tenders and relax/stringent any of the conditions of tender without assigning any reasons.</p>
34.	<p><u>Acknowledging communications</u> Every communication from the Dy.Ch.E.(C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer / Quotationer / Supplier with the signature of authorized person and with official rubber stamp of the tenderer / quotationer / supplier.</p>
35.	<p><u>Jurisdiction of courts</u> In case of any claim, disputes or differences arising in respect of a 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.</p>
36.	<p><u>Taxes and Duties</u></p> <ol style="list-style-type: none"> 1. GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. Wherever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.
37.	<p><u>Information regarding Payment</u> Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract. Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only.</p>

	<p>Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Contractor shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the contractor/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.</p> <p>Final payment of the contractor shall be released as per the guidelines issued by the Vigilance department from time to time.</p>
<p>38.</p>	<p><u>Rejection</u></p> <p>If the particulars furnished by the tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and he shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>
<p>39.</p>	<p><u>Penalty</u></p> <p>If the successful tenderer fails to comply with work/service/purchase order within the delivery period stipulated, the Municipal Commissioner/ D.M.C.(C.P.D) / Indenting Officer shall exercise his discretionary power either :-</p> <p>To recover from service provider as agreed, the liquidated damages or by way of penalty is to be deducted always by the consignee from the service providers balance bill, B.G. or EMD or any money due to the service provider from BMC.</p> <p>OR</p> <p>To outsource elsewhere after giving due notice to the service provider on that account and at his risk and cost</p> <p>OR</p> <p>To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.</p> <p>Penalty clauses.</p> <p>1. The Service provider shall commence services at Hospital/Maternity Homes of BMC within 30 days from the date of receipt of award of contract. If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the BMC may consider for termination of the Contract.</p> <p>2. Quality Monitoring of Tetrapack Milk - Committee comprising of Medical Superintendent, Matron or Sister Dietician and Representative of service provider will monitor Quality of Tetrapack Milk. Medical Superintendent or any of members will check Tetrapack Milk quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 2% contract value can be seized.</p> <p>3. If the service provider fails to supply Tetrapack Milk on a particular day(s) or fails to replace the defective supply of Tetrapack Milk in time, a penalty @ Rs.50/- per litre on that</p>

	particular day shall be deducted from the bills of concerned hospital/ maternity homes etc. In addition to this, the Head of Hospital may make alternative arrangement for supply of Tetrapack Milk on that day at the cost and risk of the service provider.																
	4. The penalty clauses be as under.																
	1	Complaints regarding Tetrapack Milk quality from patients or hospital staff															
		Replacement of Tetrapack Milk and Rs 100.00 per complaint after verification by hospital Authority.															
	2	Supply of Tetrapack Milk - If Tetrapack Milk provided to patients is incomplete as demanded by Hospital/Maternity Homes, or provided late or missing															
		Tetrapack Milk will be given by hospital and charges (Double) for the same will be deducted from operator's bill.															
	3	Supply as Per Time Schedule - If the Tetrapack Milk is not supplied as per time schedule.															
		Tetrapack Milk will be purchased by hospital from outside & the payment for the same will be deducted from Tetrapack Milk suppliers monthly bill.															
40.	<p><u>Blacklisting</u> The firm shall be black-listed, if it is found that:- i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/ Information. OR iii) In case of non-supply /supply of substandard material.</p>																
41.	<p><u>Payment of legal and Stationery charges:</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This charges can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Contract Cost (Rs.)</th> <th>Legal Charges and Stationery Charges (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Rs.50,000/-</td> <td>NIL</td> </tr> <tr> <td>2.</td> <td>Rs.50,001 to Rs.1,00,00,000/-</td> <td>At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)</td> </tr> <tr> <td>3.</td> <td>Rs.1,00,00,001/- to Rs.10,00,00,000/-</td> <td>Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs.1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST</td> </tr> <tr> <td>4.</td> <td>Rs.10,00,00,001/- to above</td> <td>Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST</td> </tr> </tbody> </table>		Sr. No.	Contract Cost (Rs.)	Legal Charges and Stationery Charges (Rs.)	1.	Rs.50,000/-	NIL	2.	Rs.50,001 to Rs.1,00,00,000/-	At the rate of 0.1 % of contract cost (rounding of such amount to the nearest hundredth) plus 18% GST (minimum Rs.1000/- plus GST and maximum Rs.10,000/- plus GST)	3.	Rs.1,00,00,001/- to Rs.10,00,00,000/-	Rs.10,000/- for contract value upto Rs.1,00,00,000/- plus 0.05% on amount exceeding Rs.1,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST	4.	Rs.10,00,00,001/- to above	Rs.55,000/- for contract value upto Rs.10,00,00,000/- plus 0.01% on amount exceeding Rs. 10,00,00,000/- (rounding of such amount to the nearest hundredth) plus 18% GST
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42.	<p><u>Stamp duty:-</u> The contract agreement & Bank Guarantee 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 & Bank Guarantee agreement as per the Government Directives.</p> <p>The Stamp Duty payable on the Contract Value shall be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date). The present rate of stamp duty is as follows: Bank Guarantee agreement - 0.5 percent for the amount secured by such deed (Bankers Guarantee) subject to maximum of ten lakh rupees. Contract agreement – Stamp duty on contract agreement cost, Rs.500/- upto Rs.10 Lakhs & thereafter Rs.100 for every Rs.1,00,000/- or part thereof, subject to the maximum Rs.25 lakh.</p>
43.	<p><u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet ‘A’</p>
44.	<p><u>Secrecy</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any information whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and the Municipal Commissioner shall be at liberty to procure these services at the risk and cost of the contractor.</p>
45.	<p><u>Compliance with security Requirement</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission from BMC for entry into the premises.</p>
46.	<p>The services mentioned in item data are based on the requirement of user department.</p>
47.	<p>BMC has formed ‘Internal Grievance Redressal Committee’ under the chairmanship of Concern DMC/Director. If the bidder is not satisfied then he can made a 2nd appeal to Concern AMC for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach ‘Internal Grievance Redressal Committee’ for Redressal of their grievances by paying fees of Rs.25,000/- within 7 days from date of receipt of intimation mail. The details of ‘Internal Grievance Redressal Committee’ are given in Annexure-8.</p> <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Internal Grievance Redressal Committee.</p>
48.	<p><u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u></p>
49.	<p>Annexure-9:-The bidder must upload in Packet ‘A’, the agreement of integrity pact as per</p>

	<p>attached Annexure-9 duly signed and stamped on Rs.100/- stamp paper duly notarized.</p> <p>The tenderer shall offer the best prices for the subject supply/work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p>
50.	Tenderer participating in this bidding process have to furnish the details as per Annexure – 1.
51.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
52.	<u>Risk & Cost Purchase</u> In case, the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily, the articles within the prescribed time as herein provided or in case, shall fail at once to replace any articles that may have been rejected as herein provided with other, of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.
53.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
54.	Bidder / his principle manufacturer shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector

	undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
55.	<u>Tenderer must distinctly understand:</u> That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country.
56.	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.
57..	BMC prefers that bidder should submit the bid considering value, quantity and logistic involved in the tender.

Section 7. FORCE MAJEURE- OBLIGATIONS OF THE PARTIES.

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

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

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

The date of commencement of the event of Force Majeure;

The nature and extent of the event of Force Majeure;

The estimated Force Majeure Period.

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

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

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

Section 8

ANNEXURES

Annexure -1

Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24

e-Tender ID - 2024_MCGM_999377_1

**Particulars about the tenderer
(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).

- 1) Name & Address of the tenderer
- 2) Names and addresses of all the partners.
- 3) e-mail address of the firm
- 4) Name & address of the Bidder(s)
 - a. Places of Tetrapack Milk Manufacturing/ Processing unit (In case of firms having more than one place, mention the nearest one).
 - b. Registered Head Office with Postal Address and Telephone Numbers
 - c. Mumbai Office address with Telephone Numbers and e-mail address..
- 5) Total annual turnover in the last three Financial Years of the tenderer.
- 6) Is the tenderer registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt. / Other state Govt. / Central Govt. / Joint Sector / Co-Operative / B.S.I. /Private /Foreign Company etc.)
 - e. NGOs/VOs should be a body registered under the societies Registration Act or the Public Trust Act
- 7) Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.
- 8) Location of other works owned by the firm/Service Provider (if any).
- 9) Registration No. of the Agency under the Companies Act
- 10) Registration & Licence No. of the Agency under Contract Labour (Regulation & Abolition) Act , 1972:
- 11) PAN No of the company.
- 12) GST Registration No.:
- 13) E.P.F. Registration No.:
- 14) E.S.I. Registration No.:

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

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

Annexure -2
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
(To be uploaded in Packet A)

Date:-.....

Tender No. :
E-Tender ID:

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation.

Sir,

1. I / We.....(full name in capital letters starting with surname of the Bidder/ Service Provider), the Proprietor /Managing Director / Holder of the business for the establishment / firm / registered company named herein below do hereby state that I / We have read, examined and understood the contents of following documents relating to
 - i) Invitation to Tenderers
 - ii) Instructions to Vendors participating in e-Tendering Process
 - iii) Flow of activities of tender
 - iv) General Instructions to the tenderers
 - v) Items Descriptions
 - vi) Scope of Providing different types of Man Power
 - vii) Contract Agreement form
 - viii) Annexures
 - ix) Details of the Item Data in BOQ :- (Rate to be filled by tenderer in commercial offer)
 - x) Minutes of pre bid meeting,
 - xi) 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 BOQ.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) through on line payment and we are aware that this EMD shall not bear any interest till it is with BMC.
4. I / We also agree to keep this e-tender open for acceptance for a period of **120 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

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

1.
2.
3.
4.

Full Names and Residential Address

of all the partners constituting

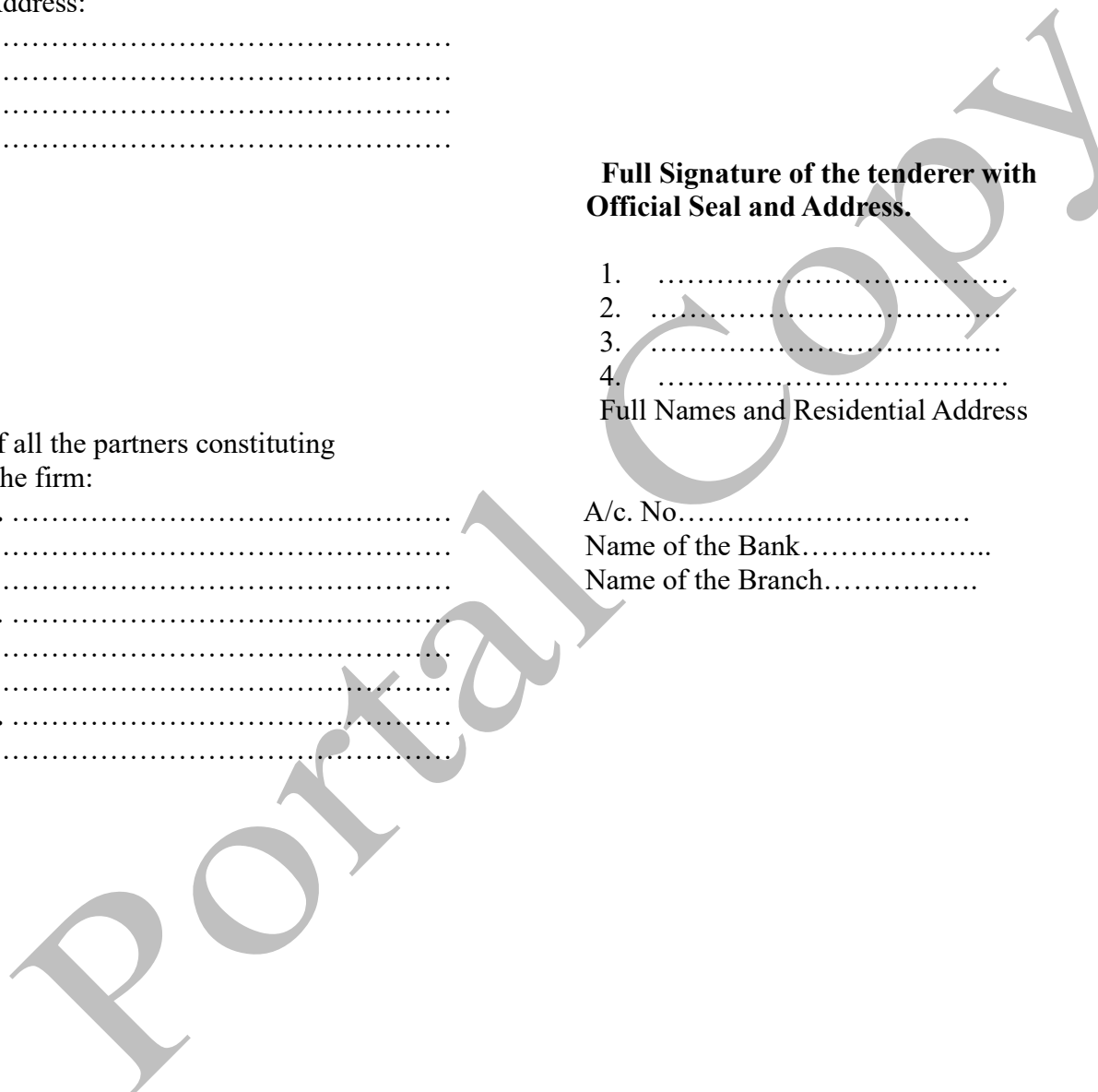
The firm:

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

A/c. No.....

Name of the Bank.....

Name of the Branch.....



Annexure – 3a
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
Undertaking to be signed by the tenderer
(To be uploaded in Packet A)

AFFIDAVIT

To,
The Municipal Commissioner,
Brihanmumbai Municipal Corporation
Sir,

1. I / We.....(full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.
2. I / we hereby confirm that I / we will be able to carry out the supply offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
3. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
4. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
5. I/We do hereby undertake that we have offered best price for the subject supply as per the present market rates and that I/We have not offered less price for the subject supply to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.
6. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Municipal Corporation Act.
7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to

assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - i) I / We fail to keep the e-tender open as aforesaid,
 - ii) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - iii) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
11. I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
12. I / We understand that the quantity in the tender is approximate. I / We accept that the Corporation agrees to purchase the articles valued at not less than 25 percent of the total amounts of the contracts.
13. I/We..... hereby further state and declare that-
 - i) not declared insolvent any time in the past.
 - ii) not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - iii) not convicted under the provision of IPC or Prevention of Corruption Act.,
14. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
15. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC
16. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years
17. I / We Have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.I/We,_____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

OR

I/We,_____ hereby uploaded the copy of registration

and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.

18. I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

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

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

OR

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

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

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

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

I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation, in any manner and will not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar

value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

20. I/We _____ (Full Name in the Capital Letters starting with surname) the Proprietor / Managing Partner / Managing Director / Holder of the Business / Authorized Distributors for the Establishment / Firm / Registered Company named herein below do here offer to **Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC** as mentioned in the tender & in accordance with the specifications therein

21. I/We do hereby undertake that, we will keep our full quality control over **Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC** as mentioned in the tender & in accordance with the specifications therein.

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

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

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

Yours faithfully,

**Signature of Tenderer
Trading under the name and style of**

Office Stamp

WITNESS:

(1) Full Name
And Address
Signature

(2) Full Name
And Address
Signature

Note :-

To be filled in and signed by the tenderer and to be submitted on non judicial paper of Rs, 200/- duly notarized by Notary Public / First Class Magistrate.

Annexure-4a
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
Pro-Forma for Manufacturer's letter
(To be uploaded in Packet B)

To,
Municipal Commissioner,
BMC Mumbai.

Dear Sir,

Reference: - Your E-Tender Document No. _____ dated _____.

- i) We, M/s _____ are an established and reputed Tetrapack Milk Manufacturer/Processor having office at _____.
- ii) We, ourselves, are submitting this tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods.

Yours faithfully,

(Signature with Date, Name, & designation)

For and on behalf of M/s. _____

- Note: 1) This letter should be on the letter head of the Manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.**
- 2) Scanned copy of Original letter shall be uploaded**

Annexure – 4b

**Tender No. Dy. Ch E / CPD/ 45 R1 /TDR / AE-3 of 2023-24
Tender ID : 2024_MCGM_999377_1
Authority Letter (On manufacturer's letter head)**

(Authority Letter to be issued by the Manufacturer for Appointing Distributor)
&
(Submitted photo copy of Distributor Pan Card)

To,
Municipal Commissioner,
BMC Mumbai

I/we undersigned who is/are authorized signatory/signatories of the Manufacturing firm _____
M/s. _____ . Complete Address _____ do hereby authorize M/s. _____ (Full Address & Other details as mentioned below) to collect the orders, make supplies, raise the bill and collect the payment etc for the Compostable Plastic Bags manufactured by me/us under the tender published in the BMC portal , Bid No. ____, Tender No. Dated _____

I/We will not change the above distributor during the entire contract period i.e. will not authorized any other distributors for this purpose during the entire contract period.

I/We have gone through all the terms & conditions of the tender & will be binding on me/us & also on the Distributors M/s. _____ appointed by me/us, during the entire contract period.

Seal and Signature with Rubber Stamp

Date :

(Please mention Full Address of Distributor, Office Telephone No., Fax No., Name of the Responsible Officer, his Mobile No. & e-mail ID.)

Note: 1) This letter should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Annexure 5
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
Experience Certificate
(To be uploaded in Packet B)

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

Experience Certificate in respect of work of Supply of Tetrapack Milk in any Hospital/PSU/Educational Institutional Complex/Industrial Canteen/Government entities, with no. of locations and Value of the work order, in any Hospital /PSU/Educational Institutional Complex / Industrial Canteen / Govt. or Semi Govt. or Local bodies/ Large Corporates/ Canteen / Mess (without disclosing rates their in) should be uploaded.

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

NOTE: Experience Certificate should be in the name of Tenderer.

Scanned copies shall be uploaded in the Packet B.

Bidder shall provide certified copies of the Executed purchase orders along with Completion certificates / Performance certificate in support of the experience.

Pro-Forma for Statement of Experience Certificates

Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24

e-Tender ID - 2024_MCGM_999377_1

(For the period of last five years)

Specify services provided Hospital/PSU/Educational Institutional Complex/Industrial Canteen/Govt. entities with high quality of service (Use separate sheet, if necessary)

Tender No. : _____

Name & Address of the Tenderer: _____

Name & Address of manufacturer: _____

Order placed by (Full address of Ordering Authority/ Consignee)	Description and quantity of ordered services.	(attached documentary proof)**
1	2	3

Signature & seal of the Tenderer

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

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

Annexure – 6
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
Authorization Letter for Attending Tender Opening
(To be uploaded in Packet A)

Date : _____

To,
The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

Annexure – 7
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Pro-forma of Articles of Agreement for Supply of Tetrapack Milk to Hospitals & Maternity Homes of BMC for the period of two years .

Bid No.: _____

Due on : _____

Standing Committee Resolution No _____ **Dated** _____ **/Mayor's/ Addl. Municipal Commissioner's/DMC's Sanction No.** _____
Dated _____

Contract for the Supplying Tetrapack Milk to Hospitals & Maternity Homes of BMC.

During the period from _____ **to** _____

This Agreement Made on This _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor's Full Name) 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 / their heirs, executors, administrators and assigns (Hereinafter called ' the Service provider/s') of the FIRST PART and ----- Shri. / Smt. _____ the Dy. Municipal Commissioner (C.P.D.) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore, include Dy. Municipal Commissioner (C.P.D.) and any officers of Brihanmumbai Municipal Corporation authorized by the Dy. Municipal Commissioner (C.P.D.) and shall also include their successors & assign / assignee 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.

WHEREAS 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 Dy. Municipal Commissioner (C.P.D.).

AND WHEREAS the Dy. Municipal Commissioner (C.P.D.) in pursuance of the power vested in him / her under the provisions of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, recently invited Tender for supply of the Patient diet _____ mentioned in the schedule / specification here to annexed.

AND WHEREAS the service provider/s has/have submitted Tender for the Supply of the said Patient diet _____ and / or work thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner (C.P.D.) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Service provider/s has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (C.P.D.) as Contract Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking

and Guarantee for Rs. _____ (Rs. _____) of Bank, for the payment interalia of the said amount of the Contract Deposit in the office of Dy. Municipal Commissioner (C.P.D.) for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the Dy. Municipal Commissioner (C.P.D.) for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____ or until such time as the Supply herein mentioned and shall have been completed and certified for by the Dy. Municipal Commissioner (C.P.D.) / purchasing Officer as being of good quality and in good working order.

2. Contract deposit.

Successful tenderer shall have to pay a contract deposit @ 2% of the total contract cost either in the form of DD or in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation valid for at least Two year .same will be retained 6 months after completion of contract period.

3. Supply of Patient diet to be made according to the Order

The service provider/s shall, During the continuance of this contract, from time to time and at all times as and when the same shall be indented for, or by any officer of the Corporation authorized in that behalf (such work order shall be in writing and signed by the said officer) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the officers of the Corporation authorized in that behalf within the stipulated period after receipt of the respective Service orders in such quantities as may from time to time be placed, such of the Patient diet specified in the schedule hereunto annexed or carry out any or all works comprised in this Contract which the Service provider/s may be called upon to do at the rates set opposite to the said respective services/works in the said Schedule.

3(a). Failure to execute Orders

If the Service provider/s fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / Dy.Ch.E. (CPD) / purchasing Officer shall exercise his discretionary powers to recover from the Service provider/s as agreed, liquidated damages or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Service provider/s, with the BMC.

3(b). Period

Unless otherwise stated elsewhere in this Contract, Services shall be delivered by the Service provider/s within stipulated period from the date of receipt of Order by the Service providers.

4. Place of Service

The services so indented for, unless otherwise specified, shall be delivered by the Service providers at the indenting office of BMC, located within the limits of Greater Mumbai or outside city divisions as may be mentioned in the respective work orders for the same and all charges for the transportation and officer, replacing un standard outsourced persons shall be borne by the

Service providers. No expenses and no risk of any description shall be borne by the Corporation until actual services outsourced persons shall have been taken by the Corporation. The Service providers shall exercise all possible care while providing the patient diet in BMC's premises. The cost of any damage done by the Service providers or their agents to BMC's property shall be recovered from their bills or any other outstanding dues. The services shall be delivered by the service providers as per the convenience of the individual user department.

5. Quality

All outsourced persons provided by the Service provider/s in accordance with this contract, shall be of the standard mentioned in this tender.

6. Quantity

The quantum of the services to be provided in the tender is based on probable work load and hence it is approximate.

7. Penalty

1. The Service provider shall commence services at Hospitals/Maternity Homes of BMC within 30 days from the date of receipt of award of contract. If the Supplier fails to start the services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract value for each week or part thereof of delay until actual commissioning of project, up to a maximum deduction of 10%. Once the maximum is reached, the BMC may consider for termination of the Contract.
2. Quality Monitoring of Tetrapack Milk - Committee comprising of Medical Superintendent, Matron or Sister Dietician and Representative of service provider will monitor Quality of Tetrapack Milk. Medical Superintendent or any of members will check Tetrapack Milk quality and if some lapses are there, fine will be imposed. If there is no improvement, his performance guarantee to the extent of 2% contract value can be seized.
3. If the service provider fails to supply Tetrapack Milk on a particular day(s) or fails to replace the defective supply of Tetrapack Milk in time, a penalty @ Rs50/- per litre on that particular day shall be deducted from the bills of concerned hospital. In addition to this, the Head of Hospital may make alternative arrangement for supply of Tetrapack Milk on that day at the cost and risk of the service provider.
4. The penalty clauses be as under.

1	Complaints regarding Tetrapack Milk quality from patients or hospital staff	Replacement of Tetrapack Milk and Rs 100.00 per complaint after verification by hospital committee.
2	Supply of Tetrapack Milk - If Tetrapack Milk provided to patients is incomplete as demanded by Hospital/Maternity Homes, or provided late or missing	Tetrapack Milk will be given by hospital and charges (Double) for the same will be deducted from operator's bill.
3	Supply as Per Time Schedule - If the Tetrapack Milk is not supplied as per time schedule.	Tetrapack Milk will be purchased by hospital from outside & the payment for the same will be deducted from Tetrapack Milk suppliers monthly bill.

8. Replacement patient diet- The delivery of Tetrapack Milk will be made to hospitals & Maternity homes according to the schedule supplied by the BMC and if Tetrapack Milk received by the concerned hospital is found defective/sub standard, it shall be refused and supply shall be lifted by the contractor from the hospital at its own risk and cost.

9. Rejection & appeal

Dy. Ch.E. (CPD) or the concerned BMC officer, shall not be bound to assign any reason in case of his rejecting the patient diet supply tender by the service providers, but the decision of the said rejecting authority shall be subject to appeal to the Commissioner, whose decision as to Whether the said work shall be accepted or rejected shall be final and binding on the Service provider(s).

10. Risk & Cost Purchase

In case the Service provider/s, shall at any time during the continuance of these presents fail to supply satisfactorily any of the said services within the prescribed time as herein provided, or in case shall fail at once to replace any services that may have been rejected as herein provided with other than approved standard, the Commissioner shall be at liberty forthwith to outsource the manpower from outside agencies at the risk and cost of the service provider/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the service provider/s as to cost and consequences. The extra cost thereof (if any) and all expenses there thereby incurred which shall include a minimum charges of 5 per cent, in all cases of default, which may be raised to a maximum of 15 per cent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the Service providers under this or any other contract between the service providers and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

11. Articles can be brought from elsewhere

The Corporation shall be under no obligation to outsource the patient diet from the service providers all or any of the services specified in the said schedule or otherwise, but only such services/ patient diet and those in such quantities, as may from time to time be indented for on the service providers by the ordering Officer. The Commissioner has the option of outsourcing any of the manpower/ services from the outside agencies or other Service providers or elsewhere.

12. Information regarding payment. Payment will be made within 30 days from the date of satisfactory supply, submission of the bills thereof and submission of all documents for execution of contract.

Tenderers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through RTGS/NEFT only. Successful tenderer, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks as approved by BMC in Mumbai jurisdiction. Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the service

provider/supplier must intimate such changes with relevant documents and a fee of Rs. 5000/- per change as administrative charges for effecting such changes in BMC records.

NOC of vigilance Dept. as the case may be will required at the time of releasing final payment.

13. Monetary dealings with the Municipal Employees.

The Service provider/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Service provider/s for the breach of the Contract.

14. Breach of Contract.

In case of failure on the part of the Service provider/s at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving, the Service provider/s one calendar month's previous notice in writing of his intention to do so, and in such case the Service provider/s shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs. _____ deposited as security as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

15. Dissolution of the Contract

The Service provider/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or makeover the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Service provider/s shall at any time commit any breach of this covenant then the security Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

16. Disputes etc. to be decided by the Commissioner

If any dispute or difference shall arise between Dy. Ch. Eng(CPD) or other officer aforesaid on the one hand and the Service provider on the other hand, concerning the services to be provided by the service provider/s under these presents or any of them or the quantity or sub standard services thereof the or other action taken, or purporting respectively to have been imposed or taken under these presents, or regarding any default or alleged default or illegal or improper action on the part either of the Service provider or Dy. Ch. Eng.(CPD) or the Officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents, or concerning the meaning or intention of this contract or of any part thereof, or concerning any certificate or order made or purporting to have been made there under, or in any ways whatsoever relating to the interest of the Corporation or of the service provider, every such dispute and difference shall from time to time be referred to, and be settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Service provider or others concerned, or any of them and who shall decide and determine thereon; and to the Commissioner shall also be referred to the settlement

of this contract and the determination of the sum or sums or balance of money to be paid or received from the Service provider by the Corporation.

17. Commissioner's direction & decisions to be final and binding

The directions, decisions, certificates, order and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Service provider respectively and shall not be set aside on account of any technical or legal defects therein or in the contract, or on account of any formality, omission, delay, or error of proceedings or on any other ground or for any pretence, suggestion, charge, insinuation of fraud, collusion or confederacy or otherwise, howsoever, and it shall not be competent for the service provider of the Corporation to expect to any hearing or determination before or of the Commissioner or to any certificate, order or award by the Commissioner on the ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject of any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation or effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated upon.

18. The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.

The Commissioner shall not be made a party to or be required to defend or answer any action, suit or proceedings at the instance of the Corporation or the Service provider nor shall be compellable by any proceeding whatsoever to answer or explain and matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

19. Corporation's lien over all moneys due to the Service provider or his deposit

The Corporation shall have a lien on over all or any moneys that may become due and payable to the Service provider/s under these present and or also on hand over the deposit or security amount or amounts made under this contract and which may become repayable to the Service provider/s 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 Service provider/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Service provider/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Service provider/s either alone or jointly with another and others under the provisions of the Mumbai Municipal Corporation Act 1888, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Service provider/s from the moneys, security or deposit which may become payable or returnable to the Service provider/s under these presents provided however

that nothing in this clause shall apply to any moneys due and payable by the Service provider/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's Guarantee if any given by the Service provider/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

20. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which any have been broken or not performed.

21. Return of the Contract Deposit:

If the Service provider/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs. _____ shall be returned to the Service providers after six months from the date of completion of contract period and any balance due to the Service provider/s under these present shall at the same time be paid to him / them

22. Banker's Guarantee

In the event of the said deposit of Rs.....having been made by the Service providers by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the service providers and under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or un liquidated or of the said deposit of Rs.....becoming forfeited as hereinbefore mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage of forfeiture of deposit shall be exacted or claimable from or against the Service providers under this Contract the Service providers and the Bankers shall at the expiration of this contract be freed 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 Service providers and of the said Bankers and the right of the Commissioner and/or the Corporation to claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Service providers with the Commissioner and/or the Corporation.

23. Partnership

Every receipt for money which may become payable or for any security which may become transferable to the Service providers under these presents shall if signed in the partnership name by any one of the Service provider/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and

in the event of the death of any of the service providers, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Service provider/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Service provider/s so dying or in respect of any breach of any of the conditions thereof, PROVIDED ALSO that, nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Service provider/s and of the legal representatives of any deceased Service provider/s inter se.

24. Charges

All costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements, shall be paid by the Service provider/s.

25. Singular – Plural

Words in the Singular number shall include the plural and plural the singular.

26. Meaning The Word ‘The Municipal Commissioner’ or ‘Commissioner’ wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner’ or ‘Deputy Municipal Commissioner’.

27. Acknowledgement

Every notice served upon any one of the Service provider/s in pursuance of the Terms and Conditions of this Contract shall be deemed to have been duly served upon the Service provider/s if it is addressed to the place of the Service provider/s given by them and duly posted, even if the same may not have actually reached / received by them.

28. Scope of the Contract

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instructions to the Tenderers including the Annexure thereof and the specification of the services/work shall form parts & parcel of these Contract Agreement.

29. Operation of the Contract Clauses

The Jt.M.C. (C.P.D.) or his / her successor/s for the time being holding the office of the Jt.M.C. (C.P.D.) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the Dy.Ch.E (CPD).shall be deemed to have been signed by the Municipal Commissioner or Addl. Municipal Commissioner or the Dy. Municipal Commissioner.

Signature, name
and address of witness

— Signed, sealed and delivered by
The said Service providers,
Shri/Messrs.....
.....
In the presence of
.....

Service providers

And by the Dy. Commissioner
In the presence of.....
.....
.....

The common seal of the Brihanmumbai
Municipal Corporation
as affixed on the
.....day of
Two thousand,.....
.....

Joint Municipal
Commissioner (C.P.D.)

In the presence of
(1)
(2)
Two Members of the Standing
Committee of the Brihanmumbai Municipal
Corporation.
Witness



* Contract examined with the Tender and the resolution or the Standing Committee/Education
Committee No. of and found correct.

Head Clerk
I/II/III/IV

SE(CPD)

A.E.(Purchase) Tech.
I/II/III/IV

E.E.(C.P.D.)

Dy. Ch.E.(C.P.D.)

ANNEXURE – 8
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1
Internal Grievance Redressal Mechanism

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

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

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

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

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

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

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

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

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

This Grievance Redressal Committee (GRC) will be operated through DMC (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 BMC.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

Portal C

Form Of Integrity Pact

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

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE BMC

- 1.1 BMC commits itself to take all measures necessary to prevent corruption and follow
the system, that is fair, transparent and free from any influence / prejudice prior to, during
and subsequent to the currency of the contract to be entered into to obtain stores / equipments
/ services at a competitive prices in conformity with the defined specifications by avoiding
the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the
contract, will demand, take a promise for or accept, directly or through intermediaries, any
bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other
advantage from the BIDDER, either for themselves or for any person, organization or third
party related to the contract in exchange for an advantage in the bidding process, bid
evaluation, contracting or implementation process related to the contract.

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

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

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

2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.

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

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

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

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

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

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

- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the BMC is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

- 4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of BMC for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or BMC and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.
- 6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter/complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the BMC and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC.

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

BIDDER/SELLER

Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

Witness-1(BIDDER/SELLER)

Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	-----	-----
Dated	-----	-----

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

Annexure – 10
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Declaration by the tenderer regarding HSN Code.
The annexure shall be on the letter head of the tenderer.

Sr. No.	Items	HSN Code (must be 8 digit)	GST (CGST/ SGST/ IGST %)
1.	Tetra pack Milk size 200 ML		
2.	Tetra pack Milk size 500 ML		
3.	Tetra pack Milk size 1000 ML		

NOTE: This Annexure - 10 shall be submitted in Packet "A".

Tenderer's Signature
With Full Name & Rubber Stamp
Stamp

Annexure – 11
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Authorization Letter for Downloading and Uploading Tender
(To be uploaded in Packet A)

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____ due on _____

Sir,

Mr..... has been authorized for downloading and uploading of above tender due on _____ on my/our behalf.

Yours faithfully,

Signature & Seal of the Tenderer

Annexure – 12
Dy.Ch.Eng./CPD/45/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Details Of Litigation History
(To be uploaded in Packet B)

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

Or

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

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

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

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

(The above undertaking shall be submitted by the bidder on Rs.200/-stamp paper)

Annexure – 13
Tender no.Dy.Ch.Eng./CPD/45/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Details Of Criminal Cases Pending History
(To be Submitted by Bidder and his Manufacturer)

1) I M/s (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that there is no criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender.

Or

1) I M/s (Name of Bidder/Manufacturer)..... for above subject Bid, here by declared that the criminal cases pending against me/us in any court of law during the last 5 years, prior to due date of the tender, is as under

Sr. No.	Year	criminal case detail	Action taken/current status
1.			
2.			
3.			
4.			

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

Full Signature of the Tenderer/Manufacturer
with Official Seal and Address

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.200/- stamp paper in packet A)

Annexure - A
Dy.Ch.Eng./CPD/45/R1/TDR/AE-3 of 2023-24
e-Tender ID - 2024_MCGM_999377_1

Pro-Forma for Irrevocable Undertaking
(on ₹ 500/- Stamp paper)

I Shri/ Smt. aged year Indian inhabitant.
Proprietor/Partner/ Director of M/s.....
Resident at do hereby give Irrevocable undertaking as under:

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

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

Solemnly affirmed at
This day of
Interpreted Explained and Identified by me.

DEPONENT
BEFORE ME

Section 9. Scope of work, Terms and Conditions

- i) BMC invites bids from competent and experienced service providers for providing supply of Tetrapack Milk for indoor patients admitted in BMC Hospital & Maternity homes for period of 2 (two) years, renewable at end of each completed year of satisfactory service.
- ii) The service shall be meant for supply of Tetrapack Milk for indoor patients admitted in BMC Hospital.
- iii) The Service provider selected for supplying Tetrapack Milk, will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment for serving the Tetrapack Milk. Quarterly medical examination of Tetrapack Milk supplier should be carried out by service provider and recorded. Personal hygiene of supplier will be responsibility of service provider.
- iv) Pasteurized, Homogenised Milk is to be procured in tetrapacks and supplied to the Hospitals/maternity Homes for distribution to patients.
- v) The Tetrapack Milk supplied should conform to all the provisions of **The Food Safety and Standards Act, 2006**, as amended from time to time.
- vi) The tetra pack shall comply Food Safety and Standards (Packaging and Labelling) Regulations, 2011 or latest.
- vii) The service provider shall also obtain a Food Licence from the appropriate authority.
- viii) The standard of Tetrapack Milk supplied will be verified by hospital administration or FDA & food samples will be sent to laboratory for checking. If hospital authority wishes the inspections shall be carried out by the Hospital Authority or Inspection Authority constituted where the Service provider Agency presently operating their Tetrapack Milk supply, Inspection charges (if any) for the above purpose shall be borne by the Service provider. When the inspection conducted on the Tetrapack Milk Suppliers work place, all reasonable facilities and assistance including access to Tetrapack Milk Manufacturing/ processing unit/ plant, Storage, Transportation system and distribution area shall be provided to the inspectors at no charge.
- ix) The BMC shall have full rights to get the ingredients/ parameters and the packed Tetrapack Milk tested any number of times from authorized laboratory, during transportation or at hospital.
- x) If the quality of the Tetrapack Milk is found defective in any other manner BMC shall have the right to refuse to take the supply and to return the whole or part of the defective Tetrapack

- Milk supplied to hospital as the occasion may arise and impose suitable penalty or may cancel the agreement forthwith.
- xi) Supply Tetrapack Milk shall be carried out by as per schedule given by Public Health Department. Supply Tetrapack Milk is a continuous process on daily basis, 365 days a year with change per the advice of Public Health Department.
 - xii) The supplier will have to make the Tetrapack Milk for testing every day as per the time table decided by incharge of hospital/ Public Health Department.
 - xiii) Distribution of Tetrapack Milk will be under supervision of staff nurse of ward/dietician/ doctor as assigned by Public Health Department.
 - xiv) The Tetrapack Milk Supplier/ Contractor shall personally present himself for meeting relating to the procurement of raw materials, review of his performance by the competent authority of health facility at intervals stipulated or whenever desired by the said authority. The competent authority of the health facility shall have the right to examine the bills of shopped-items, stock register and other books of accounts of the Tetrapack Milk Supplier/ Contractor for this purpose.
 - xv) The Tetrapack Milk Supplier/ Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to a second party to perform the contract. In the event of the service provider contravening this condition, the in-charge of hospital/ Public Health Department shall be entitled to place the contract elsewhere at risk and cost of Tetrapack Milk Supplier/ Contractor. The service provider shall be liable for any loss or damage, which health facility may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.
 - xvi) The Tetrapack Milk Supplier/ Contractor shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. The persons associated with supply of Tetrapack Milk will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease / infectious diseases and anybody found suffering from such has to be kept out of work till he / she is fully recovered.
 - xvii) The deployed staff shall collect Tetrapack Milk requisitions from the wards at scheduled times from Dietician/ Sister-in-Charge of Ward/ appropriate authority of hospital/ Public Health Department. They shall supply the Tetrapack Milk as per the indents/ requisitions.
 - xviii) The Tetrapack Milk Supplier/ Contractor must possess the requisite valid license issued by the Competent Authority for carrying out the business and shall be responsible for complying

with all laws pertaining to the services in question as well as those pertaining to employment of persons under him.

- xix) There shall be no compromise on the quality of Tetrapack Milk supplied by the tenderer/ Tetrapack Milk Supplier/ Contractor and if any such incidence or Milk adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
- xx) The agency will be responsible for complying with payment of minimum wages and other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule as per Labour Laws in force from time to time to its employees deployed ,all laws related to Social Security (ESI & PF etc.), GST wherever applicable & other Labour legislations, pollution control and such statutory orders from time to time as regards to treatment & disposal of garbage, and the Service provider will be liable for any consequences resulting from violation of any such rule/provision.
- xxi) All taxes for supplying Tetrapack Milk shall be borne by the service provider.
- xxii) The Supplier shall maintain and operate transport means/vehicles required for transportation of Tetrapack Milk at its own cost and risk and shall use clean, hygienic separate closed and secured /sealed container/ pouches with no spilling for each section of the class for transporting the Tetrapack Milk. The containers shall be de sealed. The food will be transported and served in a proper hygienic conditions and the quality of the Milk so supplied and served will be fresh and in ready to consume condition.
- xxiii) The Tetrapack Milk supplier shall invest from its own funds for entire infrastructure, buildings and vehicles for transporting the Tetrapack Milk at the destination.
- xxiv) The delivery of Tetrapack Milk will be made to hospitals/ Maternity homes according to the schedule provided by the BMC hospital authority and if Tetrapack Milk found to be fit for human consumption as per the standard after having tasted the same by a hospital level staff from each lot, shall be distributed among the patient for consumption.-In case the Tetrapack Milk received by the concerned hospital is found defective/sub standard, it shall be refused and supply shall be lifted by the supplier from the hospital at his own risk and cost. In case, the defective/sub standard supply is not lifted by the service provider up to one hour before the closing time of the hospital, the same shall be destroyed by the head of the hospital concerned at the risk and cost of the service provider and no claim for the defective supply shall be entertained in any case. Expenditure incurred for this, if any, shall be borne by the Milk supplier/ contractor.

- xxv) The Milk supplier shall be required to make the supply regularly at the specified time. In case of non-supply, irregular or late supply, the BMC shall have liberty to cancel the work order. The performance security deposited by the service provider shall be forfeited in such case.
- xxvi) In case of deterioration of Milk during transportation, the service provider will be liable to replace the same within the time limits provided and will be responsible for quality of Milk till it is finally consumed by the patient.
- xxvii) To ensure maintenance of Health Standard, hygienic standards of Milk manufacturing/ processing, the work of inspection of the Milk manufacturing/ processing places, premises may be entrusted to any third independent agency, so decided by the BMC. The reporting by the third party evaluating the agency in respect of the Milk manufacturing/ processing, transportation, distribution of food etc. shall be binding on the service provider.
- xxviii) Any representative of the BMC as directed by Public Health Department may visit Milk manufacturing/ processing unit with/without notice at any time and Milk manufacturing/ processing unit shall extend full cooperation during inspection.
- xxix) The service provider will be solely responsible for any mishap/casualty on account of contaminated/adulterated Milk supplied in the hospital. Action against the supplier/ contractor in such an event shall be initiated as per the provisions of Prevention of Food Adulteration Act 1954, including Black listing of the Service provider.
- xxx) The service provider shall be solely, responsible for any adverse order passed by any court against the department on account of suffering of patient after consuming milk supplied by them and if any penalty/fine/ex-gratia payment is imposed on the Government/Department or any compensation is granted to the patient on this account, the BMC shall have the right to recover the same from the Service provider. In case of any mishap/incidence of patient in any hospital(s) falling ill after consuming the patient diet supplied by the service provider, immediate interim relief/ monetary assistance will be provided by contractor for the treatment of the patient in consultation with Head of Hospital. The Service providers shall also be liable to pay compensation to the patient, as decided by the BMC.

Note :-

- i) **Bidders /Milk Suppliers are requested to visit at hospital location to get the clear idea of about nature of the work , different activities , services and their quantum of work to be provided in the hospital well before submitting the rates in the item data in BOQ.**
- ii) **List of Hospitals is attached at the end of document.**

Section 10. Specifications of Tetra Pack Milk

Cow milk should be provided as specified below:

Type of cow milk	Pasteurized, homogenised, Non-flavoured
Nutritional value per 100 ML Milk	<p>Energy-62.7 KCAL</p> <p>Fat-3.5 % minimum</p> <p>S.N.F. (Solids Not Fats)- Not less than 8.5 %</p> <p>Protein Content- Minimum 3 grams/ 100 ML milk</p> <p>Carbohydrates- Minimum 4.8 grams/ 100 ML Milk</p>
Packing	<ul style="list-style-type: none"> • The Pasteurized, homogenised cow milk must be packed in 200 ML, 500 ML & 1000 ML sizes of tetra packs complying FSSAI Standards. • Tetra pack should be free from adulterants such as neutralizers, detergent, caustic soda, urea, formaldehyde and melamine. • The Pasteurized, homogenised milk shall be packed in food grade tetra pack to retain natural properties within its shelf life (Conforming to relevant IS standard), properly sealed so as to prevent leakage & contamination. • The tetra pack shall comply Food Safety and Standards (Packaging and Labelling) Regulations, 2011 or latest.
Other Marking	<p>The Tetrapack shall bear legibly and indelibly the following information</p> <ol style="list-style-type: none"> a) Name of material 'Cow Milk'. b) Type of milk c) Lot/Batch or Code Number; d) DD/MM/YY of Packaging and/or time; e) Name of Manufacturer/Processor; f) Net Volume in ml or litre; g) Best before or use by date....., if stored in such a way that temperature of Milk shall not exceeding 5°C); h) Fat___per cent, Solids-not-fat___ percent; i) Method of sterilization to be mentioned; j) Instructions for storage & Handling- k) Any other requirements under the food safety and standards (Packaging and Labelling) Regulations, 2011 and the Legal Metrology Act. 2016 and the Rules framed there under.

Date of manufacture	Date of manufacturing of supplied tetra pack milk shall not be more than 45 days old.
Shelf Life	180 days when stored in cool & dry place

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Section 11. Details of the Item Data :-

(Rates to be filled by the tenderer in commercial offer)

Sr. No.	Item Descriptions	Unit	Quantity for Two Years
1.	Tetra pack Milk size 200 ML	Nos.	1,18,63,230
2.	Tetra pack Milk size 500 ML	Nos.	7,300
3.	Tetra pack Milk size 1000 ML	Nos.	6,93,500

Note :-

- Brand name and quantity should be mentioned on each tetra pack.
- Rates quoted by bidder should be less than or equal to MRP. Rates above MRP will not be considered for final evaluation.

**BRIHANMUMBAI MAHANAGARPALIKA
PUBLIC HEALTH DEPARTMENT**

2023-24

Statement showing the quantity of Milk in Units to be supplied daily to different Hospitals, Maternity Homes etc. for one year.

Sr. No	Name of the Institution	Yearly Milk Requirement in number of Tetra Pack Requirement		
		200 ML	500 ML	1000 ML
	Hospitals and Supd. of Garden (City)			
1	K.E.M. Hospital ,Acharya Donde Road,Parel -400 012	7,11,750		83950
2	L.T.M.G.Hospital,SionMumbai-400 022	657000		178850
3	B.Y.L.Nair Hospital,Mumbai Central Mumbai-400 008	1460000		4160
4	Nair Dental ,Mumbai Central Mumbai-400 008	18250	3650	-
5	Shet.A.J.B.E.N.T. Hospital,Near Siddharth college,Maharshi Dadhichi Marg,Fort,Mumbai-400 001	-		7520
6	G.T.B.Hospital,Jerbai Wadia Roads,sewri,Mumbai -400 015	377775		22630
7	Kasturba Hospital,Opp.Central Jail,Sane Guruji Marg (Aurther Road),Mumbai-400 011			32850
8	Acworth Leprosy Hospital,Major Parmeshwaran Marg,Wadala,Mumbai-400 031			10950
9	Murli Devra Eye Hospital,Maulana Shaukat Ali Marg,Oppo Durga Devi Udyan,Mumbai-400 008			2190
	Maternity Homes (City)			
10	Haji Mohhammad Haji Saboo Siddiqui Mat.Home,Prabhadevi	7300		
11	Naigaon Mat. Home,Naigaon,Mumbai-14	7300		
12	Suryakant Vagal Mat. Home , Zaobawadi Thakurdwar Girgaon	14600		
13	Raoli Camp Mat. Home,Raoli Camp Mumbai-22	14600		
14	Mahim Mat. Home,Dilip Gupte Marg,Mahim ,Mumbai-16	14600		
	Hospitals (Suburbs)			
15	K.B.Bhabha Hospital, Bandra	193450		
16	K.B.Bhabha Hospital, Kurla	226300		
17	Rajawadi Hospital, Ghatkopar	297475		
18	Municipal Hospital Mulund (E)	51830		
19	M.T.Agarwal Municipal Hospital Mulund (W)	67525		
20	Mun. General Hospital Borivali (bhagwati)	65700		
21	Dr. R.N. Cooper Hospital,Vileparle (W),Mumbai-400 056	365000		
22	Maa Hospital, Chembur	36500		
23	Centenary Hospital, Kandivali (W) (Dr Babasaheb Ambedkar Hospital)	299665		
24	Municipal General Hospital Kasturba cross Road hospital Borivali (E) (Karanti Jyoti Savitribai Hospital)	61320		
25	Hindu Hriday Samarat Balasaheb Thackery Trauma Centre, Jogeshwari	131400		
26	Siddharthnagar Hospital,Goregaon		Hospital Demolished	
27	Centenary Hospital Govandi (Madan Mohan Malviya Hospital)	194180		
28	V.N.Desai Mun. Gen. Hospital. Santacruz(W)	194180		
29	Sant Muktabai , BarveNagar Ghatkopar	91250		
30	M.W.Desai Mun.Gen Hosp.Malad (E)	82125		

31	S.K.Patil Hospital , Malad (E)	23360		
32	Kannamwar Nagar Hospital Vikhroli	61320		
33	Topiwal Mat. Home Goregaon(W),Mumbai-62	10950		
34	Choksy Mat. Home, Malad (West),Mumbai-64	7300		
35	Savitribai Phule Mata Balak Rugnalay (Riddhi Gardan),Dindoshi,Malad (E)	8760		
36	Smt.Kesarbai Chabildas Lallubhai Bhansali Mat.Home Borivali	10950		
37	Bal Gangadhar Kher Mat Home Kherwadi,Bandra (E),Mumbai-52	10950		
38	Lal Bahadur Shastri marge Mat.Home Bhandup (W)	2920		
39	Savitribai Jyotiba Phule Maternity Home Bhandup	21900		
40	Smt.Shyamkunwarbai Jatashankar Dosa Chanchani Mulund Mat. Home	8760		
41	Matoshri Ramabai Ambedkar Mat.Home Chembur naka	14600		
42	Maasaheb Meentai Thakeray Mat.Home Chunabhatti	7300		
43	Deonar Mat. Home,Municipal Colony ,Govandi (W),Mumbai-74	7300		
44	Shivaji nagar Maternity Home	7300		
45	Dr.Anandibai Joshi Mat.Home (Bail Bazar),Kurla Andheri Road,Kurla (W)	21900		
46	Akurli Mat. Home,Kandivali (E),Mumbai-101	8760		
47	Maulana Abdul Kalam Azahad (Malvani) Mat. Home	0		
48	Dr.Babasaheb Ambedkar Mat.Home Graund no-7,Tagore Nagar,Vikroli (E)	10950		
49	Oshiwara Mat. Home, Neat Aji Glass Factory ,Jogeshwari (W)	14600		
50	Dr.V.N.Shirodkar Mat. Home, Prajape D Scem Hanuman Road, Vileparle (E),Mumbai-54	3650		
51	Mata Ramabai Ambedkar Mat.Home, Marol , Maroshi, Andheri (E),Mumbai-57	18250		
52	Sahaji Nagar Mat.Home Chittacamp ,Near Trombay Police Station, Chittacamp	9490		
53	Drug-de-addiction centre,Bharadawadi			3650
54	Squaters Colony Mat. Home, Gunfa Road, Jogeshwari (E)	7300		
55	Matoshree Ramabai Thakre,Mat.Home Ghatkopar	7300		
56	Raval pada Maternity home	3650		
57	Charkop Mat. Home, Kandivali (W),Mumbai-97	10950		
58	Mother and Child Hospital Magathane,Borivali (E)	21900		
	Total	5931615	3650	346750