

BRIHANMUMBAI MUNICIPAL CORPORATION

**B.Y.L. NAIR CH. HOSPITAL &
TOPIWALA NATIONAL MEDICAL COLLEGE
MUMBAI CENTRAL, MUMBAI-400 008**



Bid No – GEM/2026/B/7873258

**TENDER DOCUMENT FOR RUNNING STUDENT MESS & FOOD STALL ON
LEAVE AND LICENSE ON HIGHEST QUOTED MONTHLY ROYALTY AMOUNT
ON BASIS FOR INITIAL 11 MONTHS + 2 TENURE OF 11 MONTHS EACH
PROVIDED ON SATISFACTORY PERFORMANCE OF THE CONTRACTOR.**

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

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

THIS TENDER DOCUMENT CONSIST OF

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SECTION 1. E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L.NAIR CH. HOSPITAL & TOPIWALA NATIONAL MEDICAL COLLEGE
MUMBAI CENTRAL, MUMBAI -400 008.

1. E- PROCUREMENT TENDER NOTICE

No. NTD/HAFS/III/1042

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

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

The Dean, B.Y.L. Nair Ch. Hospital invites E-tenders for running student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034. on leave and license basis for initial 11 months extendable for 2 tenure of 11 months each provided on satisfactory performance of the Contractor, terminable at any time, at the discretion of Dean (Nair Hospital), if the performance is found unsatisfactory.

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

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

Sr. No	Description	Tender fees (₹)	EMD (₹)	Start Date and Time of online Bid submission	End Date and Time of online Bid Submission
1.	Running of Student mess & food stall for all TNMC UG Hostel, Haji Ali, Mumbai-400 034 on Highest Quoted Monthly Royalty Amount basis over the specified rate list for initial 11 months Leave & License basis + 2 tenure of 11 months each provided on satisfactory performance of the Contractor.	Rs.18,150/- + 3,267/- (18% GST) = Rs.21,417/-	3,06,600/-	As given in GeM portal	As given in GeM portal
Corrigendum if any will be published on the BMC portal and Gem portal only. No corrigendum will be published in the local newspapers.					

Any suggestions regarding this tender should be submitted in written letter or email to hc01tender.bylnair@mcgm.gov.in.

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

Payment of Tender Fee:-**[A] For General Bidder:-**

Tender fee (as mentioned in the Header Data) should be paid in DD(Demand Draft) format. Bidder shall note that fee paid is not refundable.

Demand Draft shall be addressed to “Brihanmumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

[B] For Government Boards/Corporation/ Undertakings and MSME Registered Bidder

Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

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

Payment of E.M.D.(Earnest money deposit):-**[A] For General Bidder:-**

EMD (as mentioned in the Header Data) should be paid in DD (Demand Draft) format.

Demand Draft shall be addressed to “Brihanmumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

[B] For Government Boards/ Corporation /Undertakings and MSME Registered Bidder:-

Government Boards/Corporation /Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the Earnest money Deposit.

Note:-

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

However, original copies of the online payment receipts for EMD & Tender fee should be uploaded in Technical packet as prescribed in Tender **Document**.

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 tender must be kept open for acceptance for a period **six calendar months** from the due date.

A Pre-bid clarification meeting will be held on 11th August 2026 at 11.00 a.m. at Dean, Conference Hall, Ground Floor, College Building, B.Y.L. Nair Ch. Hospital. Only 1 representative of those tenderer who have participated in the tender will be allowed to attend the meeting for any clarification on the said tender.

Corrigendum if any will be published on the BMC portal and Gem portal only. No corrigendum will be published in the local newspapers

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

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

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

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

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

**Dean
B.Y.L. Nair Ch. Hospital**

Address for Communication and Venue for opening of bid –

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

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

Tel. No. 022-23027368

E-mail–hc01tender.bylnair@mcgm.gov.in

2: HEADER DATA	
E-Tender No	NTD/HAFS/III/1042
E – Tender Id	GEM/2026/B/7873258
Name of Organization	B.Y.L. Nair Charitable Hospital, Brihanmumbai Municipal Corporation
Subject	Running Student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034 on Highest Quoted Monthly Royalty Amount basis over the specified rate list.
Contract Period	Initial 11 months on Leave & License basis + 2 tenure of 11 months each provided on satisfactory performance of the Contractor.
Cost of E-tender (Estimated Cost)	Rs. 1,53,30,000/-
Tender fee of E-Tender	Rs. Rs.18,150/- + 3,267 (18% GST) = Rs.21,417/-
Earnest Money Deposit	Rs. 3,06,600/-
Security Deposit	Rs. 7,67,000/-
Pre-Bid Meeting	Dated 11 th August 2026 at 11.00 a.m. Venue- Conference Hall near Dean’s office, Ground floor, College Building, Nair Hospital, Mumbai-400 008.
End Date and Time of Bid Submission	As mentioned in https://gem.gov.in
End date & time for receipt of EMD	
Opening of Packet - A	
Opening of Packet - B	
Opening of Packet – C	
Address for communication	Office of the Dean (B.Y.L. Nair Ch. Hospital) <u>Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008.</u> Tel. No. 022-23027368
E-mail:-	<u>hc01tender.bylnair@mcgm.gov.in</u>
Venue for opening of bid	Office of the Dean (B.Y.L. Nair Ch. Hospital) <u>Dr. A.L. Nair Road, Mumbai Central, Mumbai – 400 008.</u> Tel. No. 022-23027368 E-mail:- <u>hc01tender.bylnair@mcgm.gov.in</u>

This tender document is not transferable.

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

3.PREAMBLE

Brihanmumbai Municipal Corporation invites Tender from the Bidders dealing in the line for Running Student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034 on highest quoted monthly royalty amount basis over the specified rate list on Leave and License basis for all the benefit the resident TNMC UG Hostel Student, staff & RMO Student & **to sale snack items (ready to eat) only at food stall for outsiders without sitting arrangement in and outside of hostel campus**, for the period of 11 months + 2 tenure of 11 months each provided on the satisfactory performance of the Contractor 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.

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L. NAIR CH. HOSPITAL & TOPIWALA NATIONAL MEDICAL COLLEGE
MUMBAI CENTRAL, MUMBAI – 400 008.

SECTION 4. INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING PROCESS

4 : Instructions to Vendors participating in e-Tendering for the Running Student mess & food stall .	
1.	The e-Tendering process of BMC is enabled through Government e-Marketplace portal (https://gem.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Government e-Marketplace portal (https://gem.gov.in)
2.	Bidder should do Online Enrolment in this Portal using the option https://gem.gov.in/ For registration, user manual, interested Bidders should follow the respective links provided in Government e-Marketplace portal (https://gem.gov.in/training/training_module)
3.	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.
4.	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.
5.	If there are any clarifications, this may be obtained online through the Government e-Marketplace 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.
6.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
7.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Document.
8.	Bidders should note that the Tender fee is to be paid in form of DD (Demand Draft) and bidders should upload receipt of the same in Technical packet and original DD should be submitted at Office of the Dean (B.Y.L. Nair Ch. Hospital)
9.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10.	The bidder shall submit the bid documents online mode only, through Government e-Marketplace portal (https://gem.gov.in). Offline documents will not be handled through this system.
11.	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.
12.	It is the responsibility of the vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares 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.
13.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal (https://gem.gov.in).
14.	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.
15.	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.
16.	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 covers provided for this purpose and commercial bid need to be filled online.
17.	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.

18.	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 Government e-Marketplace portal (https://gem.gov.in).
<u>SPECIAL NOTE:</u> TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in <u>https://gem.gov.in/training/training_module</u> Bidders who wish to participate in the Bidding process must register on the website <u>https://gem.gov.in</u>. 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 username and password to his Mail Id.	

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L. NAIR CH. HOSPITAL, MUMBAI - 400 008

5: FLOW OF ACTIVITIES OF TENDER	
1.	Publishing of tender notice along with tender documents on BMC Portal & Government e-Marketplace portal.
2.	Download the tender documents from the Tender section of Government e-Marketplace portal.
3.	Bidders shall note that any corrigendum issued regarding this tender notice/tender will be published on the BMC portal and Government e-Marketplace portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Government e-Marketplace portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Tenderer has to go through the tender document and if confident to have required qualification/experience and fulfil the tender condition and willing to participate in the tender, then download the tender documents from the Government e-Marketplace Portal after paying online requisite tender price.
7.	Earnest Money Deposit (EMD) shall be paid in the form of Demand Draft
8.	Tender Fee shall be paid in the form of Demand Draft
9.	Simultaneous, on-line submission, of tender documents with details as specified in the tender & pro-forma in Annexure shall be done by bidder as per section No.4 of this tender document.
11.	'Technical Packet' will be opened online on the due date and due time as stated in tender details on Government e-Marketplace portal.
12.	'Financial Packet' of only those bidders who are found to be responsive in the evaluation of 'Technical Packet' as decided in tender committee meeting will be opened online, as both covers are opened simultaneously.
13.	Recommendations to higher authorities or Standing Committee for sanction to award the contract, as decided in tender committee meeting.
14.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
15.	Licensee has to pay the Security deposit @ 5% of the contract value plus Legal & Stationery charges as per BMC circular, Legal charges in regards with registration, Royalty within 30 days from the date of receipt of letter of acceptance and to register the leave and license agreement with registrar office within 30 days from the date of receipt of letter of appointment.
16.	After fulfill all the requirements of Letter of acceptance, this office will issue Letter of allotment to run the student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034
17.	After Issuance of Acceptance to successful bidder, BMC's SAP system will be used for Purchase order, Payment etc.

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L. NAIR CH. HOSPITAL, MUMBAI - 400 008

6. INSTRUCTIONS TO TENDERERS

NOTE: These instructions are provided to assist tenderers while preparing the tenders. It shall be taken into consideration in interpreting or construing the Contract.

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

1. Eligibility Criteria :

- a) **The Dean, B.Y.L. Nair Ch. Hospital invites tender from persons or firms whom having minimum Five years experience of conducting a Eating House with license u/s. 394 of MMC Act. having capacity of minimum 200 persons or Three years experience of conducting a staff canteen/mess with license u/s. 394 of MMC Act. having 1000 or more employees.**
- b) No joint venture shall be allowed to submit the tender.
- c) Telegraphic Tenders will not be accepted under any circumstances. Tenderers should ensure to submit their bids well in time before the due date. Bidders will be solely responsible, if they try to submit the bid just before due date and time and fail to do so due to their system problems, internet problems, User Id locking etc.
- d) However, the Corporation reserves right to reject all the Tenders or the highest or any other tender which in the judgment the Corporation does not appear to be in its best interest and the tenderer shall have no cause of action of claim against the Corporation or its Officers, employees, successors or assignee for rejection of its Tender.
- e) Conflicting Relationship of Bidders – Bidders related to one another or managing/having the same business but under different names shall not tender separately under different names. If it is found the contrary to the above, Tenders have been submitted such of the Bidders shall be disqualified and the Earnest Money Deposit of each of such Bidder shall be forfeited. If the above fact is noticed after award of the Scope of the Tender then the permission granted to use the Student mess & food stall premises for the purpose of running the Student mess & food stall on Leave and License basis shall be terminated and the Security Deposit as well as the Earnest Money Deposit paid by the Successful Bidder shall be forfeited as well as action of blacklisting shall be initiated the successful bidder.

2. Invitation to Tender:

A. CALL –

1st Call (Fresh Call)

1st Call (Fresh Call) is a Tender that is published for the first time for a running Foodstall .

2nd Call

2nd Call is referred to issuing an amended/modified/corrected Tender Document for the same student mess & food stall tender with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work and so on including revised Bidding Schedule.

3. **Extension -**

The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.

B.Tender documents -

The Tender document will comprise the following -

- Special instructions to bidders participating in E-tendering of BMC.
- Instructions to tenderers
- General directions to the tenderers
- Mandatory conditions of tender
- Form of Undertaking
- Annexure- A, B & C
- Agreement of Leave & License

1. **Tender Validity Period:**

- A) The validity of the offer should be at least 180 days from the date of opening of the tender.
- B) If during the Tender validity period, the Tenderer withdraws his Tender or the successful Tenderer fails to accept the contract within 30 calendar days after receiving notice of the award of contract and fails to submit the Contract Deposit within stipulated period, the Earnest Money shall be forfeited and the Tenderer may be disqualified from Tendering for further works with Brihanmumbai Municipal Corporation.

4. **Payment of Tender Fee:-**

[A] For General Bidder:-

Tender fee (as mentioned in the Header Data) should be paid in DD (Demand Draft) format. Bidder shall note that fee paid is not refundable.

Demand Draft shall be addressed to “Brihanmumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

[B] For MSME Registered Bidder

Government Boards/Corporation/ Undertakings and the Micro and small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from the tender fee.

Note:-

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

5. Payment of E.M.D.(Earnest Money Deposit):-

[A] For General Bidder:-

EMD (as mentioned in the Header Data) should be paid in DD (Demand Draft) format **Demand Draft shall be addressed to “Brihanmumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.**

[B] For MSME Registered Bidder:-

Government Boards/Corporation / Undertakings and the Micro and Small manufacturers/ suppliers registered under MSMED Act-2006 are exempted from Earnest money Deposit.

Note:-

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

6. Refund of EMD

- i) Except successful bidder all other unsuccessful bidders EMD paid online will be refunded automatically as per BMC procedure.
- ii) The bid security of successful bidder will be discharged when bidder has signed and submitted all the documents for registration of leave and license along with the required security deposit, stamp duties, legal and stationary charges, royalty etc. and after the receipt of confirmation letter of the Bank issuing this BG and duly verification of the same along with contract documents by C.A.'s office.

7. Two Packet System

- i) The tenderer should upload tender in two cover (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.
- ii) The tender shall be uploaded only by the tenderer with his own digital signature or authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
- iii) All the documents should be strictly uploaded in P.D.F. format
- iv) If the tenderer has not uploaded all the required and necessary documents as prescribed in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Form of Undertaking or on GeM portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on GeM Portal within 7 days (including weekly & other holidays) from the date of intimation.
- v) The documents which are uploaded Fee/Prequal packet 'A' /Technical Bid Cover 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 Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' the same will be accepted. If the information of short documents (Fee/Prequal packet 'A' /Technical Bid Cover 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 submitted /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.

- vi) Valid and correct E-mail ID for communication in respect of the bid shall be provided in Form of Undertaking by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the Form of Undertaking .
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 Form of Undertaking 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 Form of Undertaking is changed then the bidder shall intimate the same to the concerned well in advance.
- vii) The tenderer shall not disclose / quote the amount of royalty in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B'. (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not marked will not be accepted and item will be considered Non Responsive
- viii) The tenderer must scan and upload the currently valid documents including the due date and time of tender
- ix) The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
- x) All Annexure(s) shall be physically signed as per their respective conditions and uploaded
- xi) All addendums /corrigendum shall be uploaded along with tender document.

In this system the Bidders will submit the Bids in three packets -

(1) Administrative Bid (Packet A)

- A) Scanned copy of Demand Draft of EMD and Tender fee
- B) The entire **sign and seal tender Document** including
 - a. E-tender Notice
 - b. Special instructions to bidder participating in E-tendering of BMC
 - c. Instruction to tenderers
 - d. General directions to the tenderers
 - e. Mandatory Conditions of Tender
 - f. Form of Undertaking
 - g. Annexure- A (Description of the Student mess & food stall Premises)
 - h. Annexure – B(List of Fixture)
 - i. Annexure- C (ITEM Rate)
 - j. Contract Agreement form (for Leave &License Agreement)
 - k. Corrigendum if any
 - l. Affidavit
- C) Authorization letter for attending tender opening duly filled, signed and stamped by the tenderer.
- D) Firm/Company/ Sanstha Registration Certificates.
- E) Power of Attorney to sign the tender.
- F) **Registered Micro & Small Manufacturers & Suppliers**
The bidders availing tender fee & EMD relaxation, shall submit registration certificate of MSME minimum two years old
- G) Details Of Litigation History shall be submitted by the tenderer on Rs.500/-stamp paper
- H) Details of criminal cases history Declaration shall be submitted by the tenderer on Rs.500/-stamp paper

(2) Technical Bid i.e. Packets 'B'

Packet “B” shall contain following documents -

- (A) The tenderer must scan and upload his original certificate of registration of GST issued by Govt. authorities in prescribed form.
- (B) Registration Certificate in case of the Co-operative Consumer Society/ Partnership Firm/Charitable Institution/ Proprietary concern/Company.
- (C) Upload the “Pan Document” as follows.

- Tenderer should scan and upload his own “PAN Card” in case of Retailer/Dealer/Supplier/Distributor, etc.
 - In case of Company or firm the tenderer should scan and upload;
- (i.) ‘PAN’ Card of proprietor in case of proprietary or ownership firm.
 - (ii.) ‘PAN’ Card of a company in case of private limited Co.
 - (iii.) ‘PAN’ Card of a firm in case of partnership Firm.
 - (iv.) The Sansthas/Society/Trust which are registered under Public Trust Act 1950 / Registration Act 1860/ The Maharashtra Co. op. Societies Registration Act 1960 (whichever is applicable) has to scan and upload the PAN Card of Sansthas /Society or Trust only.

However, in case of public limited companies, semi govt. undertakings, govt. undertakings, no ‘PAN’ documents will be insisted.

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.

- (D) Registration certificate of establishment (Bombay shops and establishment Act 1948).
- (E) Certificate of food safety and standards authority of India.
- (F) Successful tenderer must obtain and submit copy of BMC health license within three month from award of the contract.
- (G) Valid License u/s. 394 issued by Public Health Department of BMC under MMC Act 1888.
- (H) Latest Solvency Certificate of the Rs.20,00,000/- (Rupees Twenty Lakhs) from the approved bank issued during the financial year, but not more than 6 month old on the due date of the tender and the same will be considered valid for 12 months from the date of issue.

Sr. No.	Estimated Cost (Rs.in Lakhs)	Solvency Certificate Value
1	Above 300	30 lakhs
2	Above 100 to 300	20 lakhs
3	Above 50 to 100	15 lakhs
4	Above 25 to 50	10 lakhs
5	Above 10 to 25	05 lakhs
6	Above 05 to 10	02 lakhs
7	Upto05	01 lakhs

- (I) Latest photograph of the Proprietor / owner / partners with full name, office address, residential address, E-mail address, mobile no. /telephone no. etc.
- (J) Latest partnership deed (in case of partnership firm) duly registered with C.A. (Treasury)
- (K) Upload the scan copy of evidence showing the experience of running the Hotel or Staff student canteen/mess & food stall of well-known establishment as per tender norms for a minimum period of last 5(five) years.
- (L) The average annual turnover C.A.'s certificate for turnover with UDIN no. of the tenderer during preceding three financial years shall be minimum Rs.53,65,500/- Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender.
- (M) Valid Registration Certificate under EPF & M Act 1952 & Account No.
- (N) Valid Registration Certificate under ESIC Act 1948 & Account No.
- (O) Any other specific requirement not covered in this list.

(3) **BoQ (Commercial bid) i.e. Packets 'C'**

The rates of food items to be served are fixed as per Annexure 'C' and the vendor is bound to supply the food items of the said list for the said quantity and specification at the said fixed price.

The bidder is expected to quote a Royalty amount per month excluding GST in the BoQ field. **It should not be less than Rs.10,000/- (Rupees Ten Thousand) excluding GST and any other Government taxes as and when applicable.**

The bid shall be finalized on the basis of the highest Royalty quoted by the bidder.

- The commercial bid have to be submitted online by filling the rates using the user ID, password and using digital signature.
- The BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder name and values only.
- **The bidder is expected to quote a Royalty amount per month excluding GST in the BoQ field.**
- Packet 'C' will be automatically generated as per item data tenderer(s) should fill rate for the item mentioned in the Item data tab.

8) Filling up the tender:

Tenderers are expected to fill in their tenders carefully and scrutinize them before uploading them to the Mahatender portal. **No variation on any ground such as mistake or misunderstanding will be allowed after the E-tender is opened, recommended or accepted.**

9) Opening of Tenders :-

Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Packet 'C' will be opened only if the administrative & technical offer in Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' is acceptable. In case the administrative and technical offer in Packet Fee/Prequal packet 'A' /Technical Bid Cover packet 'B' is found not acceptable or found incomplete and those who fails to pay applicable EMD, Tender fee then Packet 'C' will not be opened and offer will be kept out of consideration.

The date and time of the opening of Packet 'C' will be intimated to the responsive tenderer via mail. No complaint for non receipt of such intimation will be entertained

If the information of shortfall documents asked by concern BMC officer through e-mail id as provided by them in form of undertaking or on GeM portal's shortfall documents folder. is not complied with for such lapses within given period. BMC shall not be responsible and it will be treated as non compliance of the shortfall from the tenderer end and his offer will be treated as **nonresponsive**.

Only those who qualify in the scrutiny will be eligible for opening of packet C.

The Royalty amount quoted i.e. **BoQ** of only eligible & responsive bidder shall be opened. The price & other relevant details shall be read out in due course.

10) Conditional tender rates:

Tenders containing contradictory, onerous and vague Stipulation and hedging conditions such as "Subject to prior sale", "Offer subject to confirmation at the time of order", "Rates subject to market fluctuations", etc. are liable to be rejected.

11) Digital Signing of E-Tender Document:

Tenderers are requested to digitally sign the E-tender form and relevant documents etc.

Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.

If the E-Tender is made by an Individual / proprietary firm, it shall be signed by the individual/Proprietor above his name and the name of his firm with its current address.

If the E-Tender is made by partnership firm, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the power of Attorney for the firm for signing the tender. In these cases a certified copy of the power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and full names and current addresses all the partners of the firm shall also accompany the tender.

If the E-tender is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the power of Attorney for signing the tender in which case a certified copy of the power of Attorney shall accompany the tender.

Such limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

11.Modifications of Documents:

Modifications of conditions and extension of the closing date of the E-Tender, if required, will be made by amendment. Copies of each Corrigendum will be published online on BMC and Gemr portal. These shall be digitally signed and shall form a part of the Tenderer's E-tender Document. The Tenderer shall not add to or amend the text of the Tender documents.

12. Evaluation of Tender / Award of Contract:

The scope of the Tender will be awarded to the Bidder whose tender upon examination, evaluation and determination is considered as the best on the basis of **Highest Royalty offered** by the vendor by the Dean (B.Y.L Nair Ch. Hospital) / Canteen Committee subject to compliance of Packet 'A' and Packet 'B'.

The rates quoted in the tender or finalized by the Canteen Committee / Dean will be binding to the vendor for initial 11 months period and 2 consecutive terms of 11 months. Changes in the rates will not be permitted and the rates finalized will be binding on the tenderer in this period.

The successful tenderer has to registered leave and license agreement with registrar office at his own cost.

Licensee has to pay the Security deposit @ 5% of the contract value plus Legal & Stationery charges as per BMC circular, Legal charges in regards with registration and Rent within 30 days from the date of receipt of letter of acceptance and to register the leave and license agreement with registrar office within 30 days from the date of receipt of letter of appointment.

Postponement of the payment of the part or full security deposit or the execution of the contract shall not be permitted by the reason of Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tender/s or contract/s which deposit may be or become returnable to the tenderer and which they may wish to transfer as a security deposit under this contract. Such transfers shall not, under any circumstances, be permitted.

13. **Tenderer requested to fill the tender carefully after noting the price, quantity single or dozen and weight etc. of articles mentioned in the Annexure-C that the prices should be well scrutinize before submitting the tender.** They are further informed that no variation after the tender has been considered or accepted. Failure to comply on this shall lead to automatic disqualification from tender process or if vendor is appointed will lead to automatic foreclosure of contract with forfeit of security deposit.
14. The responsibility to produce correct authentication for documents rests with the tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and money deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and security deposit shall be forfeited. Further action like blacklisting including penal action etc. shall be initiated against the contractor/s and/or the partners.
15. If the certificate issued by any state authority is in a language other than English, Hindi or Marathi then a translated certificate copy in one of the language mentioned above and certified by the official translator should have to be submitted, along with a copy of the original certificate.
16. Except in the recital of the manner in which the tender deposit is made, no alteration or interpolation will be allowed to be made in any of the terms and conditions of this tender or contract and/or in the offer or in the schedule and if any such alteration or interpolation is made by tenderer his tender will at the option of The Dean, B.Y.L. Ch. Nair Hospital, either be rejected or be treated as no such alteration or interpolation had been made.
17. In the event tender being accepted, the full amount of the Security Deposit must be paid and all the partners of the firm must sign the contract. If one or more partners are not available for this purpose, the signatory must produce Power of Attorney authorizing him to sign on behalf of the absent partners. In case of a 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 a person duly authorized to sign the contract for the company by Power of Attorney.
18. Any change like change in name of firm, change of partner and changes in the constitutions, and merger with any other institutions, any freshly instituted court case should be promptly intimated to the Dean, B.Y.L. Nair Ch. Hospital. If the tenderer fails to submit such information, during the tenure of the contract that shall invite legal action and black listing as well.
19. **Tenderers failing to pay the Security deposit, Royalty within 30 days from the date of receipt of letter of acceptance and/or failing to submit all the documents to register the leave and license agreement within 30 days from the date of receipt of Letter of Appointment of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender. Further a fine of Rs.5000/- per day will be imposed for maximum 15 days for submission of Security deposit, Royalty, Rent and other deposit as mention in letter of acceptance and fail to register the leave and license agreement as per letter of appointment.** After that the EMD will be forfeited along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected, without the contract being executed.
20. Every communication from the Dean, B.Y.L. Nair Ch. Hospital, Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer with the signature of authorized person and with stamp/seal of the tenderer.
21. The contract document means entire documents 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.
22. The contract agreement means the agreement entered into between the BMC and the contractor. The date of the contract agreement shall be recorded in the signed form.

23. Tenderers must distinctly understand–

- 1) The Student mess & food stall is run for the benefit of all staff, student and doctors of TNMC UG Hostel, Haji Ali and RMO quarter of B.Y.L Nair Ch. Hospital and to sale snack items (ready to eat) only at food stall for outsiders without sitting arrangement in and outside of hostel campus. The Corporation shall allow the successful tenderer as the Licensee to use the Student mess & food stall premises, subject to the terms and conditions of the tender document at the B.Y.L. Nair Ch. Hospital for the purpose of running student mess & food stall activity only for the benefit of all staff, student and doctors of TNMC UG Hostel, Haji Ali and RMO quarter of B.Y.L Nair Ch. Hospital.
- 2) Cooking of any eatables in the said food stall premises is **strictly prohibited**. Cooking of these items is permitted within the student mess kitchen premises.
- 3) **No Sub-contract or partial contract is allowed in such case.**
- 4) That they shall be strictly required to confirm the conditions of this contracts 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 or infringement of any of the conditions.
- 5) That the full contract deposit must be paid within the time specified and the contract must be executed on the day fixed and intimation in writing to the successful tenderer.
- 6) That they will not be allowed any increase over the fixed rate due to an imposition of a new duty or an increase in the existing duty or any other reason whatsoever by virtue of section 10 of the Indian Tariff Act 1894 (VII of 1894)
- 7) The contract entrusted to the successful tenderer shall be subject to “Force majored Clause” as per Section 56 of the Indian Contract Act, restricting to the case of natural calamity such as earthquake, storm, floods, pandemic or rising of war by any country.
- 8) Any attempt to exert influence directly or indirectly or pressurize the office of the Dean / Canteen committee or any office staff will result in automatic disqualification from tender process.

24. Jurisdiction of Court:

In case of any claim, disputes or differences arising in respect of the contract, the cause of action 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 only in the city of Mumbai.

25. Payment of legal and stationery charges, stamp duty:

A reference table for the payment of legal and stationery charges and guidance of the tenderer is given below. These charges have to be paid by the successful tenderer after receipt of letter of acceptance for the said bid as per prevailing circular. The current Legal & Stationery charges are as follows :

LEGAL CHARGES & STATIONERY CHARGES –

Contract Value (In Rs)	Legal Charges & Stationery Charges (In Rs.)
Upto 50,000.00	NIL
50,001.00 to 1,00,00,000.00	0.10% of Contract Value (Value in multiple of 100) + 18% GST (Minimum 1,000/- + GST and Maximum 10,000/- + GST)
1,00,00,001.00 to 10,00,00,000.00	For 1,00,00,000.00 charges will be Rs.10,000/- plus Greater than 1,00,00,000.00 charges will be 0.05% of Contract Value (Value in multiple of 100) + 18% GST
10,00,00,001.00 and above	For 10,00,00,000.00 charges will be Rs.55,000/- plus Greater than 10,00,00,000.00 charges will be 0.01% of Contract Value (Value in multiple of 100) + 18% GST

STAMP DUTY–

- i) As per the provision made in Article 63, Schedule-I of Bombay Stamp Act 1958, stamp duty is payable for ‘Works contract’ that is to say, a contract for works and Labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution.
- ii) The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of letter of acceptance and the same should adjudicated for payment of stamp duty by the successful bidder.

Note: The above said charges are subject to change. Actual charges as on the date of issue of letter of acceptance of tender will be charged.

26. Tender documents are not transferable.
27. It is mandatory to submit required documents in Packet (B) – Technical Bid. However, if any discrepancy is found in the administrative documents which have no effect on the cost in Commercial Bid, the tenderer shall have to clarify/comply within the stipulated time, failing to which their earnest money deposit shall be forfeited and further action of blacklisting them shall be initiated.
28. Every complaints, submitted by a competitive tenderer in the matter of challenge to the authenticity of documents/information and/or particulars submitted by another tenderer ought to be accompanied with non-refundable deposit of **Rs.25,000/- only (Rs.Twenty Five Thousand only)** towards charges for verification of the complaint. If the representations made therein are found to be true and correct, the earnest money deposit of the default in tenderer shall be forfeited and further it shall be lawful for B.M.C to blacklist such defaulting tenderer for maximum period of 5 years.
29. The successful tenderers shall display a Notice Board essentially in Marathi in the conspicuous part of the said premises, including that it is a Municipal Property.
30. The Licensee shall pay the Electricity charges and water charges in the matter of consumption of electricity energy and water while running the Student mess & food stall and BMC shall not be liable to pay the Electricity and water charges.
31. The B.Y.L. Nair Ch. Hospital shall provide Gas connection in student mess & food stall premises and the appointed Contractor will pay the monthly charges / deposit to Mahanagar Gas Nigam directly. The cost of Gas connection and maintenance shall be borne by licensee contractor.
32. **Monthly fixed charges of Re.1/- for use of the student mess & food stall premises & Re.1/- as fixed monthly charges for the use of Municipal Articles, Furniture etc.** shall be paid by the contractors in advance for the full period of 33 months at the beginning itself.
33. **Monthly rent of Rs.27,180/- shall be paid by the contractors for the use of food stall premises before 10th day of every month.** However, in future, any increase in the rent charges will be binding on the contractors.
34. **The contractor shall pay the amount equivalent of 11 months royalty in advance within 30 days from the date receipt of letter of acceptance. 18% GST shall be paid on the Royalty amount, in addition. Royalty amount is non refundable.**
35. **If the contractors services are found to be non satisfactory by Canteen Committee / Dean, or if the vendor expresses his/her inability to fulfill the contract, the contract shall be terminated at a notice of one (1) month and will result in forfeiture of all Security deposit.**
36. **It will be obligatory on the part of the contractor to pay the Royalty for the next 11 month tenure, 3 months, prior to expiry of the agreement, in advance.** Failure to make the payment shall lead to terminating of further contract. BMC is not bound to remind the contractor for the same.
37. The Dean, B.Y.L. Nair Hospital reserves the right to reject any or all of the tenders without assigning any reason.

38. Rejection of Tender :

*** The tender is liable to be rejected, if the Tenderer**

- a) Stipulates the validity period less than what is stated in the tender notice as well as in this tender document.
- b) Stipulates his own conditions.
- c) Does not disclose the full names and addresses of all the partners in the case of partnership firm.
- d) Does not fill in and sign the Form of Undertaking, Tender form, Draft of Agreement, etc.
- e) Does not submit Solvency certificate.
- f) If the tender is filled up partially in splitter manner it will be treated as non- responsive.
- g) If the tenderer does not fulfill the mandatory conditions.
- h) Does not submit in certified copies of the 'PAN' documents & photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited/ companies, registered co operative societies/partners of the partnership firms & at least two Directors if no. of Directors are more than two in case of private limited companies. However, in case of public limited companies, Semi Government Undertakings, Government undertakings no PAN documents will be insisted
- i) If the document / submissions are found to be incorrect on physical verification of the vendors site.
- j) Pre-conditional tender will be rejected outright.
- k) Does not submit the required documents as specified in the Packet A & B even after the date of intimation from BMC.
- l) Disclose the rate/quote of the Royalty amount in Packet 'A' and 'B'.

Tendering under different names:

- a) All tenderer must disclose the names of their Partners, if any in the particular contract in the space provided in the FORM OF UNDERTAKING TO BE SIGNED BY THE TENDERER. Any tenderer failing to do so shall render him-self liable to have his Earnest Money Deposit and Security Deposit forfeited and the contract if entered into shall cancelled at any time during its currency. Further it shall invite penal action including blacklisting.
- b) If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have tenders separately, under different names for the same contract without disclosing their connection the tenders will be rejected and the tender deposit forfeited. Any contract entered into under such condition, will also be liable to be cancelled at any time during its currency. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under difference names for the same Contract.
- c) If it is found that firms as described in (b) 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 direction of the Municipal Commissioner, for further penal action including blacklisting.
- d) If it is found that closely related persons as in (b) have submitted separate

tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for action as in Para (c) above including similar action against the firms/establishments concerned.

- e) If after the Award of Contract, it is found that the accepted tenderer violated any of the conditions in (b), or (d) above, the contract shall be liable for cancellation at any time during its currency and earnest money deposit and security deposit paid by the responsive tenderer shall be forfeited and in addition to that penal action including blacklisting shall be taken against the contractors as well as related firms/establishments.

39. Pre-bid Meeting:

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. No corrigendum will be published in the local newspapers. The prospective tenderer(s) should submit their suggestions/observations if any, in writing minimum 1 day before Pre-bid meeting.

Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

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.

- 40. This tendering process is covered under Information Technology Act & Cyber Laws as applicable.
- 41. **In ATC (Additional Tender Conditions) “Instructions to bidder- All bidders must refer to the Buyers RFP/ BMC’s tender Document attached with the bid. In case of any inconsistency/discrepancy between the GeM General terms and conditions and the terms mentioned in the Buyers RFP/ BMC’s tender Document, the general terms, Special terms and all other provisions contained in the buyers RFP/ BMC’s tender Document shall prevail.”**

7.TERMS AND CONDITIONS

1. The Corporation shall allow the successful tenderer as the Licensee to use the student mess & food stall premises, subject to the terms and conditions of the tender, at the TNMC UG Hostel, Haji Ali for the purpose of running student mess & food stall activity for the benefit the resident TNMC UG Hostel Student, staff & RMO Student & to sale snack items (ready to eat) only at food stall for outsiders without sitting arrangement in and outside of hostel campus.
2. The Licensee shall deposit with the BMC an amount of Rs.7,67,000/-(Rupees Seven Lakh Sixty Seven Thousand Only) in DD only (not to bear interest) as a Security Deposit for the due observance and performance of the terms and conditions of Tender Document. The amount of Security Deposit deposited as aforesaid by the Licensee, shall be forfeited by the BMC, in the event of the Licensee committing any breach in the observance and performance of any of the terms and conditions of this Leave and Licensee Agreement, which action of the Licensor to the Security Deposit deposited, by the Licensee for the reason as aforesaid shall be without prejudice to the rights of the Licensor to terminate this Leave and License Agreement, which under such circumstances be automatically terminated. If the Licensee duly and faithfully observes the terms and conditions of this Leave and License Agreement and have satisfied all claims properly chargeable against the Licensee hereunder up to the date of expiry of the period of this Leave and License Agreement, the Security Deposit paid as aforesaid shall be returned after audit to the Licensee, without any interest and GST amount.
3. The Licensee hereby agrees and undertakes to pay eleven months Royalty amount of Rs. /- Plus GST and agree to pay monthly rent of Rs. /- for sale snack items (ready to eat) only at stall for outsiders and also agree to pay fixed monthly compensation of Re.1/- for using the Student mess & food stall Premises for conducting the Student mess & food stall on Leave and License basis and Re.1/- as monthly compensation for the use of Municipal Articles, Furniture's etc. provided by the BMC at the Student mess & food stall Premises a list whereof is annexed as Annexure-...Total Rs.2/- per month) to be paid in advance for the entire period, at CFC Centre of BMC failing which 10 % interest shall be charged on the said amount and shall be liable to be recovered from the Licensee. Delay in making the payments as aforesaid shall be considered as breach of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly.

4. The Licensee hereby agrees and undertakes to pay a **Monthly rent of Rs.27,180/- shall be paid by the contractors for the use of food stall premises before 10th day of every month** at CFC Centre of BMC, failing which 10% interest shall be charged on the said amount and shall be liable to be recovered from the Licensee. Delay in making the payments as aforesaid shall be considered as breach of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly.
However, in future, any increase in the rent charges will be binding on the contractors
5. The Licensee shall keep the Student mess & food stall Premises open and provide the Student mess & food stall activity for all TNMC UG Hostel Student, staff & RMO Student on all days from 07.00 am to 10.30 pm or as directed by Dean or Canteen Committee from time to time. Food will provided as follows - (Morning 7a.m to 9a.m. & Evening 4p.m. to 6 p.m. - Tea and Snax) & (Afternoon 12 to 2p.m. & Night 7p.m. to 10 p.m.- Lunch & Dinner) to 9 All staff of the Licensee shall have to leave the Student mess & food stall Premises within one hour after the closure of the student mess & food stall.
6. Cooking of any eatables in the said food stall premises is **strictly prohibited**. Cooking of these items is permitted within the student mess kitchen premises.
7. The Licensee shall everyday maintain the Student mess & food stall Premises in neat, clean and hygienic condition at the cost of the License. This will also include daily cleaning of fans, fixtures, fittings, furniture, equipment, etc. provided by the BMC at the Student mess & food stall Premises. The Licensee shall take necessary measures to preserve and maintain them and shall hand over them to the Dean of the said Hospital or to the concerned authorities of the BMC on expiry of the period of this Leave and License Agreement or on termination of the Leave and License Agreement, whichever is earlier.
8. The Licensee shall serve eatables and articles of food and drinks at the Student canteen & food stall Premises for TNMC UG Hostel Student & RMO, all the Staff of the B.Y.L. Nair Ch. Hospital / BMC and College, without any distinction and reservation of class, caste, creed, religion or sex.
9. It shall be compulsory for the Licensee to serve both Vegetarian and Non-Vegetarian dishes and composite dishes but in separate section, prepared in refined oil or vegetable/ pure ghee only. The Licensee shall offer for sale and serve only good and

wholesome eatables, articles of food and drinks, in the prescribed volume, weight, quality and quantity at recommended rates as mentioned in the Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved from time to time by the Dean of the said Hospital. The Licensee shall keep sufficient supply of the articles of the food and drinks at hand for sale and services. The Licensee shall however, not prepare and serve the items of the articles other than the items mentioned in Annexure 'C' annexed hereto, without obtaining prior written permission of the Canteen Committee / Dean (B.Y.L Nair Ch. Hospital) of the said Hospital.

10. The Licensee shall not encroach or occupy any space beyond the Student mess & food stall Premises, permitted to be used for running the student mess & food stall. Any such encroachment shall be deemed to be the breach of the due performance or observance of these terms and conditions and shall be dealt with accordingly.
11. The Licensee shall not exhibit any signboard, name plates or advertisement within or outside the said Student mess & food stall Premises without the consent in writing being first obtained from the Dean of the said Hospital.
12. The Licensee shall not make any alterations in the rates, weights, quality, quantity etc. of the articles of food and drinks kept for sale at the Student mess & food stall Premises while running the Student mess & food stall other than what is stated in the Annexure 'C' hereto. If the Licensee desires to serve any additional items, the Licensee may submit an additional list, for the written approval of the Canteen Committee / Dean (B.Y.L Nair Ch. Hospital) of the said Hospital, without changing the order of items as mentioned in Annexure 'C' hereto and shall serve such additional articles of food and drinks at the rates as finalized by the Canteen Committee / Dean (B.Y.L Nair Ch. Hospital) of the said Hospital.
13. The Licensee shall agree to serve the additional items at the rate as finalized by Canteen Committee / Dean (B.Y.L. Nair Ch. Hospital).
14. The Licensee shall provide all the eatables i.e. articles of food and drinks strictly as stated in Annexure 'C' annexed hereto at the prescribed volume, weight, quality, quantity and rates as specified therein. The Licensee shall however not prepare and serve the items of the articles other than the items mentioned in Annexure "C" without obtaining prior permission of the Dean / the Licensor herein.
15. It is hereby agreed by the Parties hereto that the Variation in the rates of the articles of food and drinks mentioned in Annexure 'C' annexed hereto shall not be allowed to be changed except by prior written permission of the Canteen Committee / Dean (B.Y.L

Nair Ch. Hospital) of the said Hospital. The Licensee shall prepare healthy food items as per the direction given by the dietician of health department of BMC from time to time.

16. The Licensee agrees that BMC shall not be party to the recovery of payment of any bills or dues from any of the Customers of the Licensee i.e. student/staff of TNMC hostel and RMO quarter/College/ BMC. Similarly BMC will not be liable to payment to Vendors of the Licensee.
17. The Licensee shall display the rates of eatables i.e. articles of food and drinks etc. offered for sale as approved from time to time in bold letters at such conspicuous place as may be directed by the Canteen Committee/ Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or any other officer authorized in that behalf by BMC. The Licensee shall make provision for duly attested copies of the Menu Card having the rates of eatables i.e. articles of food and drinks etc. offered for sale at each and every table in the Student mess & food stall Premises as well as the price / rate along with quantity as approved from time to time by the Canteen Committee / Dean (B.Y.L Nair Ch. Hospital) of the said Hospital.
18. The Licensee hereby agrees that the quality of articles and edible oils used in the preparation of articles of food and drinks shall be of good and standard quality and rates of the said articles and edible oils shall be notified conspicuously within the Student mess & food stall Premises as well as in the Menu Card.
19. The Licensee agrees to and shall offer for sale and serve only good and wholesome eatables, articles of food and drinks in the prescribed volume and the recommended rates. The Licensee agrees to keep sufficient supply of the articles at hand for sale and service.
20. The Licensee hereby agrees that the quality of all the articles of food and drinks at the rates offered by the Licensee as mentioned in Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved from time to time by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital is presumed to be the best, any deterioration in quality will be treated as breach of the terms and conditions of this Leave and License Agreement.
21. The Licensee shall keep the articles of food and drinks in the Student mess & food stall Premises covered in suitable fly and rat proof receptacles as shall be approved by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or by the concerned authorities of the BMC and shall be liable for periodical inspection by the said Officer. The

- receptacles will be cleaned from time to time as required and shall be replaced or repaired, if required, to the satisfaction of the said Officer, of BMC.
22. The Licensee shall forthwith at the Licensee's own cost and expenses comply with any requisitions issued by the Dean (B.Y.L Nair Ch. Hospital) as well as that of the concerned authorities of the B.M.C or any other competent authority pertaining to any matters in connection with the Student mess & food stall being conducted from the Student mess & food stall Premises by the Licensee.(GST etc)
23. The Licensee shall permit the Concerned Authorities of the BMC at all times to enter the Student mess & food stall Premises to make inspection of the following -
- (a) Catering Arrangements
 - (b) Quality and Quantity of Eatables and Articles of Food and Drinks, Solid and Served.
 - (c) Condition of the Fittings, Fixtures and Furniture
 - (d) Sanitary Arrangements and General Cleanliness
 - (e) Upkeep of the Student mess & food stall Premises
 - (f) Student mess & food stall and Kitchen employees.
24. The consumables, raw food materials, oil / ghee etc. used for preparing articles of food and drinks and the articles of food and drinks etc. as enumerated in Annexure 'C' annexed hereto and those articles permitted to be kept for sale with the prior permission of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital, shall be inspected by the Concerned Authorities of the BMC from time to time and if any consumables, raw food materials, oil / ghee etc. used for preparing articles of food and drinks or the articles of food and drinks etc. as enumerated in Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital are found on inspection to be injurious to health or of a sub standard quality, the Licensee shall be liable to pay a penalty of Rs.5,000/- (Rupees Five Thousand Only) on each occasion in addition to whatever amount of compensation that may be awarded by the competent authority in that behalf and also this act shall be construed as a breach of the terms and conditions of this Leave and License Agreement and dealt with accordingly, which includes termination of this Leave and License Agreement and/or blacklisting the Licensee as against any further dealings of any kind and nature thereof, and forfeiture of Security Deposit.
25. The Licensee shall attend the Canteen Committee meetings to address to any issues that may arise in the matter of conducting of the Student mess & food stall from the Student

mess & food stall Premises once in two months or as and when required by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital. The Licensee shall be bound by the decisions taken in the Meetings convened as aforesaid.

26. Licensee shall obtain the License from the Health Department of the B.M.C. and pay the License Fees accordingly. However, this being a staff welfare activity, TRC charges shall also be paid by the Licensee.
27. The Licensee shall at the cost of the Licensee, provide for dustbins at the Student mess & food stall Premises for collection, removal of refuse and garbage and the Licensee shall also make necessary arrangements at the cost of the Licensee for its removal as directed by the Concerned Authorities of the BMC.
28. The Licensee shall make necessary arrangements for refrigeration of articles of drinks and shall use such crockery, linen and utensils for cooking sufficient quantities at the cost of the Licensee, which shall meet the approval of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital. The Licensee shall, however, obtain written permission from the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital before installing any other machinery or equipment.
29. The Licensee shall provide to the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital, the list of all the articles / machinery / equipment / utensils brought by the Licensee for the purpose of conducting the Student mess & food stall from the Student mess & food stall Premises which shall be verified and signed by the concerned authorities of the said Hospital before installation or use. Any articles / machinery / equipment / utensils not enumerated in the list provided by the Licensee shall be considered as property of the BMC over which the Licensee shall have no legal rights.
30. It is hereby agreed that the Licensee shall remove the Licensee's articles / machinery / equipment / utensils, crockery, refrigerators, machine and any other machines installed by the Licensee with the previous sanction of Dean (B.Y.L Nair Ch. Hospital) of the said Hospital on expiry of the period of this Leave and License Agreement or upon termination of this Leave and License Agreement at the Licensee's own cost within a period of seven days. Upon failure to do so, the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital shall be liberty to remove the same at the risk and cost of the Licensee or same may be forfeited.
31. The Licensee hereby agrees that the Student mess & food stall Premises and the Utensils used for preparing and serving the articles of food and drinks, shall be daily cleaned along with the furniture, fixtures, floor of the Student mess & food stall

Premises or so often as required by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital and shall be washed with disinfectant by the Licensee at the Licensee's own cost, failing which, the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital may get the same done at the cost of Licensee after 24 hours written notice and the cost incurred by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital in this regard shall be recovered from the Licensee. This Act of the Licensee shall also be construed as a breach in the observance and performance of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly.

32. It is hereby agreed that the initial period of the Licensee shall be 11 months from the date of handing over the Student mess & food stall Premises to the Licensee as mentioned hereinabove. The Licensee shall however, be renewed for a further period of two tenures of 11 months each at the discretion of the Licensor, on faithful compliance of the terms and conditions by the Licensee and on the same terms and conditions, subject to approval of competent authority and subject to the Licensee entering into a Leave and License Agreement for the said respective terms and not otherwise.
33. It shall be binding upon the Licensee to use modern and suitable Kitchen equipment like gas, cooking range, hot plates, ovens, boilers etc. with a view to ensuring cleanliness, minimum pollution and better quality of food. In case the BMC provide such equipment, the Licensee agrees that it will be binding on the Licensee to make use thereof and also to bear all expenses that may be incurred for proper maintenance, servicing and repairs of such Kitchen equipment. The Licensee shall serve eatables and articles of food and drinks in neat and clean utensils at all times.
34. The BMC shall in no way be responsible or liable for any damage, loss or injury caused to the Licensee, the property of the Licensee or to the employees appointed by the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises or to the property of the employees so appointed from any cause whatsoever, at any time.
35. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of the Licensee any right, title, interest whether vested or contingent in the Student mess & food stall Premises that vests with the BMC and the Licensee hereby agrees that the Student mess & food stall Premises is the property of the BMC that vest in the BMC.
36. The Licensee shall not engage or employ any person suffering from any contagious disease, infection or otherwise dangerous to human life and health. The Licensee shall

have to obtain necessary License / permission to engage Contract Labours / Staff as required under the Contract Labour (Regulation & Abolition) Act, 1970.

37. The Licensee shall not employ any child labour and shall submit list of employees appointed by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises. Such list shall contain following details of the employees, appointed by the Licensee namely Name, Age, Date of Birth, Sex, Religion, Educational Qualification, Designation, Address, Telephone No. and Health Records. The Licensee shall not appoint any new employee unless the list and details as aforesaid is submitted to the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital and with the prior permission / sanction of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital.
38. The Licensee shall provide adequate staff at the cost of the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises to the satisfaction of the concerned authorities of BMC. The number of such staff shall depend upon the number of users of student mess & food stall and shall be finalized from time to time in consultation with the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital. The Licensee shall at the Licensee's own cost provide to the employees so appointed with proper uniform and head gears for carrying out proper service at the Student mess & food stall Premises as directed by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital. For security reason the Licensee shall provide the Identity Cards to the staff appointed by the Licensee.
39. The Licensee shall be solely responsible for any misconduct on the part of the employees appointed by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises on Leave and License basis or any nuisance caused directly or indirectly by the employees so appointed. Any supervisor, cook, butler or servants of the Licensee to whom the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital may object on ground of bad behavior incompetence or negligence shall be discharged by the Licensee within twenty four hours after receipt of written order signed by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital, requiring such discharged and no person who has been so discharged shall be allowed to work in the Student mess & food stall without the written permission of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital. BMC shall in no way be responsible or liable for the same.

40. The Licensee hereby agrees that the staff employed by the Licensee for conducting the Student mess & food stall from the Student mess & food stall Premises shall be liable to Medical Examination by the Medical Officer of the BMC, at the time of their employment and at regular intervals thereafter, on a reasonable notice given by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital and such employees as certified unfit to serve in the Student mess & food stall by the Medical Officer of BMC, shall be immediately removed from the services in the student mess & food stall and shall be replaced by such other employees approved by the Medical Officer of the BMC.
41. The Licensee hereby agrees that the employees appointed by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises shall not be more than 9 and who shall leave the Student mess & food stall Premises at the end of their duty hours. The Licensee shall provide the details information of the employees at the Student mess & food stall Premises namely Name, Age, Address, Religion, Sex, Designation, Education, address and Telephone Nos. of the Guardian. The Licensee cannot appoint new employees without prior sanction / permission of Dean (B.Y.L Nair Ch. Hospital) of the said Hospital.
42. The Licensee shall be solely responsible in respect of the employees appointed by the Licensee for the purpose of assisting the Licensee to conduct the Student mess & food stall from the Student mess & food stall Premises and the BMC shall not be a party to any dispute that may occur between the Licensee and the employees appointed by the Licensee.
43. The Licensee agrees to provide the Identity cards to the contractual student mess & food stall staff.
44. The Licensee hereby agrees that, in additions to what is stated in clause 70 & 71 below, the Licensee in the matter of conducting Student mess & food stall from the Student mess & food stall Premises, shall at all times duly observe, abide and comply with the provision of the various statutes that are in force such as Provident Fund Act, Workmen's Compensation Act, Employees State Insurance Act, Payment of Wages Act, Factories Act, Goods and Service Tax Act, The Contract Labour (Regulation and Abolition) Act, 1970, MPFA/FSSAI, Mumbai Municipal Corporation Act and various other related laws of the Government Authority as prescribed from time to time by the concerned authorities as well as the regulations / rules / bye-laws framed there under and comply with all the directions or orders issued / passed by the BMC, the

Government of Maharashtra, the Union Government or any other Competent Authorities authorized to issue / pass directions or orders in the matter of Student mess & food stall being conducted from the Student mess & food stall Premises and/or employing the staff for assisting the Licensee by the Licensee. The Licensee shall be solely responsible for any breach thereof. The Hospital / College / BMC shall not be responsible for the same.

45. The Licensee agrees that the Leave and License Agreement shall be liable to be revoked, withdrawn or terminated by giving one month's notice in writing to the Licensee with or without assigning any reason whatsoever, when the Licensor, desires to do so. The Leave and License Agreement shall also be deemed to be terminated / withdrawn immediately on the Licensee failing to comply with the terms and conditions of this Leave and License Agreement or failing to comply with the requisitions issued by the BMC or any officer authorized to issue such requisitions.
46. Whenever this License is so revoked, withdrawn or terminated by the BMC, the Licensee shall forthwith stop using the Student mess & food stall Premises for conducting the Student mess & food stall and shall hand over vacant and peaceful possession of the Student mess & food stall Premises back to BMC. In default it shall be lawful for the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or the concerned Authorities of the BMC to forthwith stop the Licensee from using the Student mess & food stall Premises for conducting the Student mess & food stall and the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital shall be entitled to enter the Student mess & food stall Premises and occupy the same. The Licensee shall not be entitled to any compensation whatsoever or any amounts already paid on account of termination of this Leave and License Agreement. Upon termination of this Leave and License Agreement by BMC, BMC shall be entitled to take all necessary action as deem fit, along with forfeiture of security deposit.
47. Upon breach by the Licensee, of all or any of the terms and condition of this Leave and License Agreement and/or if in the opinion of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or any Officer duly authorized by BMC in that behalf, the Licensee and/or the staff of the Licensee is not running the Student mess & food stall within the Student mess & food stall Premises in a satisfactory manner and/or if the Licensee fees payable by the Licensee be unpaid for fourteen days and/or if the Licensee is adjudicated insolvent and/or fails to make any arrangements with his creditors and/or if any attachment or execution is levied on any of the Licensee property and/or the

Licensee failing to comply with the directions / orders issued / passed by the BMC, the Government of Maharashtra, the Union Government or any other competent authorities and/or upon the Licensee failing to comply with the requisition issued by the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or by the Concerned Authorities of the BMC, the Licensor shall without prejudice to any other right of remedy to which the Licensor may be entitled under this Leave and License Agreement of Law, forthwith cancel this License and forfeit the Security Deposit, and the License fees etc. already paid. Upon the cancellation of this License in the manner as aforesaid, the Licensee shall forthwith stop using the Student mess & food stall Premises and shall forthwith vacate the Student mess & food stall Premises in his occupation and belongings therefrom except as provided by BMC.

48. The Licensee shall not assign, transfer, mortgage or sublet the rights and liberties hereby granted or induct any new partner or partners with them without the previous written consent of the Licensor.
49. It is hereby agreed that after expiry of the Licensee period, the Licensee may be permitted to run the stall on such terms and conditions as may be stipulated by the Licensor, till appointment of a new Contractor by the BMC, subject to approval of the competent authority of BMC and not otherwise. However, such permission shall not create any interest or right in favour of Licensee nor shall amount to renewal of the Leave and License hereby granted.
50. The Licensee hereby agrees that on special occasion the timings of the Student mess & food stall Service would be modified as per the necessity by the Dean of the said Hospital and the Licensee shall provide the Student mess & food stall Service accordingly.
51. Details of partnership such as name, address and any special qualification must be submitted along with the tenders.
52. The Licensee agrees to enter into written leave and license agreement with Corporation embodying the above terms and conditions within a month of his appointment as a catering agency and all cost incidental thereto shall be borne by the Licensee. The Licensee agrees to comply with written agreement prior to commencement of the student mess & food stall services.
53. The Licensee shall be provided Water / Electricity with separate meter in the Kitchen Premises. The Licensee has to pay meter installation charges and liable to pay the Electricity charges and water charges in the matter of consumption of electricity energy

and water while running the Food stall . BMC shall not be liable to pay the Electricity and water charges.

54. The Licensee shall keep a complaint book within the Student mess & food stall Premises, which shall be made available to All the BMC Staff and student of the said Hospital/ College / BMC, for recording their complaints.
55. The Licensee hereby agrees that every articles of food shall be first approved by the Canteen Committee/Officers authorized in this behalf regarding their quality, appropriate preparation, taste etc.& such of the articles as which not be properly prepared or of the required taste shall be liable for rejection. The decision of such Officer shall be subject to appeal to the Dean(N) of the said Hospital whose decision as to whether such articles shall be taken or rejected shall be final & binding on the Licensee.
58. The Licensee hereby agrees that in case any of articles of food is rejected under the preceding clause, the Licensee shall replace same within one hour with other articles of approved quality and taste.
59. The Licensee hereby agrees that, in case the Licensee shall at any time during the continuance of these presents, fail to supply any of the articles of food and drinks included in the menu when required, as herein provided, or in case the Licensee fail at once to replace any article that may be rejected as herein provided, with others of approved quality, the Dean of the said Hospital shall be at liberty forthwith to procure and obtain the same from the open market and the extra cost thereof (if any) and all expenses including supervision charges at the rate of 5% of cost of the articles obtained in all cases of the default which may be raised to a maximum of 15% in special cases at the discretion of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital shall be deducted from any money due or to become due to the Licensee under this or any other contract between the Licensee and the BMC.
60. The Licensee shall everyday maintain the Student mess & food stall Premises in neat, clean and hygienic condition at the cost of the License. This will also include daily cleaning of fans, fixtures, fittings, furniture, equipment, etc. provided by the BMC at the Student mess & food stall Premises. The Licensee shall take necessary measures to preserve and maintain them and shall hand over them to the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or to the concerned authorities of the BMC on expiry of the period of this Leave and License Agreement or on termination of the Leave and License Agreement, whichever is earlier.

61. The Licensee shall provide his own furniture, fixture and fitting etc. including light (other than those already provided by BMC) as are necessary for service and the same should be attractive and matching to all other fitting, Utensils, linen, crockery, even the uniforms of the waiters etc. should be tidy, decent and clean.
62. The Licensee shall employ their own staff for the maintenance and management of the Student mess & food stall Premises at their own costs. The BMC shall have no liability of whatsoever nature in respect of persons employed or engaged by the Licensee. Neither the Licensee and its staff or workers shall have any lien, claim, charge on the property of the Student mess & food stall Premises. The Municipal Service Rules and Regulations shall not be applicable to the Staff / workers employed by the Licensee.
63. It is hereby agreed that the personnel / employees employed by the Licensee for conducting the Student mess & food stall from the Student mess & food stall Premises shall be employees of the Licensee, AND under no circumstances will such personnel / employees be considered as employees of the BMC. The Licensee shall have the sole responsibility for supervision & control of its personnel / employees & for payment of such personnel's / employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. The BMC shall not be responsible for the above issues concerning to personnel / employees of the Licensee.
64. **The Licensee shall obtain the necessary Licenses from all the concerned departments like Health, Shops & Establishments and Fire Brigade Departments of the BMC within 90 days from the letter of appointment and pay the License Fees accordingly. However, this being a staff Welfare activity. Trade Refuse Charges are required to be paid by the Licensee. Further the Licensee should obtain necessary renewal / update of all necessary License well in advance if any problem regarding renewal, the Licensee should intimate the Dean of the said Hospital in writing, otherwise the Leave and License Agreement will be treated as cancelled and Security Deposit will be forfeited.**
65. The Licensee shall provide Gas Connection in the Stall Premises and **The Licensee will have to pay the monthly charges / deposit to Mahanagar Gas Nigam directly.**
66. **The Licensee shall at the cost of the Licensee make arrangements for keeping necessary Fire Fighting Equipments at suitable place within the Student mess & food stall Premises to the satisfaction of the Dean of the said Hospital.**

67. The Licensee shall have restricted their activities within the Student mess & food stall Premises only and shall use the said Student mess & food stall Premises only for conducting the Student mess & food stall and not for any other purpose.
68. The Licensee hereby agrees that the ownership and possession of the Student mess & food stall Premises shall always remain with the BMC, and the Licensee, their agents, representatives and servants shall not have any claim, right, title or interest in the Student mess & food stall Premises of whatsoever nature. The Licensee shall conduct the Student mess & food stall on Leave and License basis only during the Agreement period.
69. The Licensee shall not carry out any addition, alternation to the Student mess & food stall Premises. If any structural alterations and/or additions are required by the Licensee, the Licensee shall have to apply in writing to the Municipal Commissioner / BMC for permission who may not / or may grant such permission on any conditions as deem fit, to be borne by the Licensee. The Licensee shall not be allowed to dismantle or remove the said alternations and/or additions or any part thereof while leaving the Student mess & food stall Premises without prior permission of the Municipal Commissioner / BMC.
70. The Licensee shall observe, abide and comply with the all Rationing provisions/regulations/rules that are in force or that which shall be brought into force from time to time and shall obtain the necessary permits and comply with all the Directions, Rules and Regulations of the Food and Rationing Authorities including submissions of returns etc. The Licensee shall observe all the rules and regulations that may be brought in force from time to time by various Municipal and other Competent Authorities.
71. The Licensee shall have necessary ESIC & PF code no. for the employees of the Licensee, appointed for the purpose of assisting the Licensee to conduct the Student mess & food stall from the Student mess & food stall Premises.
72. The Licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to the property of the BMC or to any person or persons including any third party while carrying out the Student mess & food stall from the Student mess & food stall Premises. The Licensee shall also be responsible for damage, loss or injury whatsoever that may be caused at any time while any repairs, painting or any other work pertaining to the said Student mess & food stall Premises or while conducting the

Student mess & food stall and, all such damages, injury or loss to life property shall be made good and / or as the case may be, shall be paid immediately by the Licensee to the satisfaction in all respects of the Dean of the said Hospital.

73. The Licensee shall keep the BMC, its Officers and Servants, save and harmless and indemnified from and against all losses suits, damages, cost, suit charges, claims and demands whatsoever including claim under the Workmen's Compensation Act, 1923, the BMC, its Officers or Servants may become sustain, incur or become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the BMC or any third party, whether resulting directly through any accident, or otherwise, to life or property while running the Student mess & food stall from the Student mess & food stall Premises, or while carrying out any repairs or other work pertaining to the Student mess & food stall Premises, and such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Licensee to the BMC.
74. The Licensee shall prevent any disorder on the Student mess & food stall Premises and shall also permit the Municipal authority or authorities at all reasonable times to enter the Student mess & food stall Premises to review the conditions thereat and of fittings and fixtures therein. Any disorder upon the Student mess & food stall Premises shall be treated as breach of the terms and conditions of this Leave and License Agreement.
75. The Licensee shall not entertain any paying guest or provide any counter or machine or equipment or lodging or boarding to transfer this permission to any member of the Public and or otherwise, at the Student mess & food stall Premises.
76. The Licensee shall not lend to or borrow from or have or entered into any monetary dealings or transaction either directly or indirectly with any Municipal Employees and if they or any of them shall do so, the Licensor shall be entitled to forthwith terminate this Leave and License Agreement and forfeit the Security Deposit without prejudice to the other rights and remedies of the BMC to claim damages from the Licensee for the breach of the contract.
77. BMC shall have a lien on and over all or any moneys that may become due and payable to the Licensee under these presents and/or on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Licensee, 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 BMC by the Licensee either alone or jointly with another or other transactions or any nature whatsoever between the BMC and the Licensee and also for or in respect of any Municipal Tax or Taxes which may become due and payable to the BMC by the Licensee either alone or jointly with another and other under the provisions of the MMC Act, or any other statutory enactment or enactments in force in modification or substitute thereof and further the Licensor on behalf of BMC shall at all times be entitled to deducted the said debt or sum of tax due

by the Licensee from the moneys, security or deposit which may become payable or returnable to the Licensee under these present provided, however, that nothing in this clause shall apply to any moneys due and payable by the Licensee in capacity as trustees either alone or jointly with others, the provisions of this condition shall also apply and extend to the Bankers guarantee, if any given by the Licensee either in addition to the substitution of the each or security deposit to be made under this contract.

78. In all cases of dispute arising between the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital / the Licensor and Licensee, the decision of the Municipal Commissioner of BMC shall be final and legally binding upon both the parties.
 79. The Licensee shall duly observe and comply with all the provisions of law, rules and regulations enforced by Govt., BMC or any other competent authority applicable to the Student mess & food stall Premises and the activity being conducted therein.
 80. The Licensee shall conduct Pest Control at student mess & food stall premises twice in a month at his own cost to keep the student mess & food stall premises insect free.
 81. If any successful Tenderer refuses to continue the Bid process at any stage, then such tenderer will be ban for 3years for any tendering process of BMC.
 82. The Licensee agrees that in all cases of any dispute/complaint whatsoever, the mess Committee/ Dean(N)'s decision regarding any fine/penalty/action shall be final and legally binding upon the Licensee.
- 1) Form of undertaking and Tender form must be signed by all partners/proprietor/ Managing Director as the case may be or by any person duly authorized to sign the tender on their behalf by a Power of Attorney. The tenderer not so signed may be liable for rejection.
 - 2) An Earnest Money Deposit should paid in DD(Demand Draft) format by the tenderer which will be refundable to the tenderer if his tender is not accepted.
 - 3) No tender will be accepted unless full amount of the tender deposit is paid.
 - 4) The Tender may be considered incomplete, irregular and invalid unless:
 - a) It is signed by the proprietor, managing partner or all partners or by the party or parties standing specifically their position and status at the following placed.
 - The printed undertaking addressed to the Dean B.Y.L. NairCh. Hospital.
 - b) Copy of Income Tax Returns of last three years and Solvency Certificate is provided along with the tender.
 - c) A certified registered copy of GST certificate should be produced along with the tender.
 - d) Registration certificate of establishment (Bombay shops and establishment Act 1948).
 - e) Past performance report is furnished.
 - 5) It shall be incumbent on the part of tenderer to pay a stamp duty on the contract.

8. MANDATORY CONDITIONS OF TENDER

Tenderer(s) are requested to note that the Municipal Commissioner shall reject the tender if the tenderer fails to adhere to following mandatory conditions.

- a) Does not upload scanned copy the Solvency certificate of the requisite amount as mentioned in the tender notice from National/ Schedule/ Foreign bank not more than six months old on the due date of the tender.
- b) Does not upload his certificate of registration of GST issued by Govt. authorities in prescribed form if applicable.
- c) Does not upload Registration certificate of establishment (Bombay shops and establishment Act,1948).
- d) Does not fill in, sign and affix the stamp of the in Form of undertaking & Does not sign Tender form- undertaking addressed to 'The Dean, B.Y.L. Nair Ch. Hospital'.
- e) Disclose the rates/quote of the Royalty amount in technical bid.
- f) Submits conditional tender or stipulates hedging condition / own conditions.
- g) Stipulates the validity period less than what is stated in the tender.
- h) Does not submit certified copy of PAN document & photograph.
- i) Does not submit the tender before stipulated time and the specified date. Does not fill in the Letter of offer in words and figures completely and does not quote his offer in relevant places provided therein.
- j) Does not disclose the full names and addresses of proprietor/partners/Directors in case of proprietorship/partnership/Pvt. Ltd. /Public limited concern firm.
- k) Does not have experience of minimum five years of conducting a Eating House with license u/s.394 of MMC Act. having capacity of minimum 200 persons or Three years experience of conducting a student canteen/mess & food stall with license u/s.394 of MMC Act having 1000 or more employees.
- l) Does not submit the require documents as specified in the technical bid.

Any tenderer failing to do so will render himself liable to have his tender deposit forfeited and the contract, if entered into, will be cancelled at any time during its currency.

BRIHANMUMBAI MUNICIPAL CORPORATION
B.Y.L. NAIR CH. HOSPITAL, MUMBAI CENTRAL, MUMBAI-400008

9. FORM OF UNDERTAKING TO BE SIGNED & SEAL BY THE TENDERER

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
through
The Dean, B.Y.L. Nair Hospital
&T.N.Medical College.

Sub: Running Student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034 **on highest quoted monthly Royalty amount basis over the specified rate list for 11 months Leave & License basis + 2 tenure of 11 months each provided on satisfactory performance of the Contractor.**

I / We.....(full name in capital letters, starting with surname)the proprietor/managing partner/Managing Director/Holder of the Business for the establishment /firm/registered company, named herein below do hereby offer to run Student mess & food stall at TNMC UG Hostel, Haji Ali, Mumbai-400 034 referred to in the specifications and schedule of the accompanying form of contract at Royalty offered by me/us (strike out the portions which are not applicable) as per the details in leave and license basis, **on highest quoted monthly Royalty amount basis over the specified rate list for 11 months Leave & License basis + 2 tenure of 11 months each provided on satisfactory performance of the Contractor**” as indicated below for the rights and shall also supply as may be approved by the Dean(N) eatables and articles of food and drink at my/our offered rates shown in Annexure “C”

(The monthly compensation for the occupation of the premises which is at present fixed Re.1/- and monthly compensation for using the Municipal articles which is at present fixed Re.1/- to be paid in advance for all 33 months and to **Monthly rent of Rs. 27,180/- for the use of food stall premises before 10th day of every month**) However, in future, any increase in the rent charges will be binding on the contractors

I/We have carefully inspected the premises offered for the student mess & food stall and have carefully gone through the terms and conditions, General Directions to the tenders important conditions of the tender and schedule of articles to be supplied by me/us issued along with the tender form by the Dean (N). I/We hereby agree to abide by the said terms and conditions etc.

I/We have paid the necessary deposit i.e. Earnest Money Deposit (EMD) of Rs.3,06,600/- in DD (Demand Draft) format. Demand Draft shall be addressed to “Brihanmumbai Municipal Corporation”. Scanned copy of DD shall be uploaded in Technical packet and original DD shall be submitted after end date of the tender and Before Opening of Technical Packet of tender. Failing to which their offer will be treated non responsive.

I/We fail to execute Leave and License agreement on payment of the prescribed security deposit within 30 days from the date of receipt of letter of acceptance to that effect from BMC authorities, Further **a fine of Rs.5000/- per day will be imposed for maximum 15 days for submission of Security deposit, Royalty and other deposit as mention in letter of acceptance and fail to register the leave and license agreement** within 30 days from the date of receipt of **letter of appointment**. After that the EMD will be forfeited along with the penal action including blacklisting of the tenderer. His tender shall also stand rejected, without the contract being executed.

We hereby request you not to enter into an agreement with any other person or persons for the above rights for which the present tender is submitted until notice of non-acceptance of this tender has been first communicated to me/us and in consideration of your agreeing the refrain from doing so. I/We agree not to withdraw the offer constituted by this tender before the date of communication to means of such notice of non-acceptance. I/We agree that if contrary to the agreement contained in this clause. I/We fail to execute formal contract on payment of the prescribed security deposit within a month from the date of intimation to that effect from Municipal authorities the tender deposit paid by me/us aforesaid shall be liable to be forfeited.

I/We hereby further agree to pay all the charges stated in Agreement of Leave & License, in connection with the preparation stamping and execution of the said agreement to be prepared by the Law Officer of Brihanmumbai Municipal Corporation .

I/We also agree to keep this tender open for acceptance for a period of SIX CALENDER MONTHS from the due date of submission thereof.

As regards my/Our experience in the catering filed (last 05 years), E.S.I.C., P.F., Sales Tax/Vat Registration Certificate, GST Certified, PAN etc. Xerox copy necessary testimonials are attached herewith

I/We also declare that I/We have the experience of running the food stall and/or Eating Houses as prescribed under the Instructions of Tenderers and I/We also agree to the condition that should if found that this information is not correct, my/our tender will be liable to be rejected outright and tender deposit paid by me/us will stand forfeited.

I/We also further agree to abide by the rules and regulations in respect of all Labor Law

such as P.F. Act and Workman`s Compensation Act, E.S.I.C. Act, shops and Establishment Act, GST Act and various other related laws of the Government Authorities from time to time and submit the returns to the authorities concerned regularly and Brihanmumbai Municipal Corporation will not be responsible if any breach is committed by me/us and I/We shall be solely responsible for the consequences of any such breach in this behalf.

I/We do hereby state and declare that I/We whose names are given herein below in details with the address, have not filled in this tender under any other name or under the name of any other establishment/firm or otherwise, nor are we in any related or concerned with the establishment/firm or any other persons, who have filled in the tender for the aforesaid work.

I/We.....have filled in the accompanying tender with full understanding and knowledge of my/our liabilities and responsibilities with reference to terms and conditions and other provisions of tender and I/We agree not to take any objection or raise dispute in any manner relating to any action including forfeiture of deposit and black-listing for giving any information which is found to be incorrect and against the instructions and directions given in this tender.

“I/We further agree and undertake that in the event it is revealed subsequently after allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect. I/We shall unconditionally compensate Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the corporation in any manner on account of such false or incorrect information.”

Information regarding status of tenders.

Note - The registered power of attorney if any registered with Chief Accountant (BMC) will be accepted

1. If the Entrepreneurial Establishment is a proprietary concern

- a) Name of the Proprietor of the _____
Proprietary concern
- b) Signature of the Proprietor _____
- c) Residential Address of the Proprietor _____
- d) Office address of the Proprietary _____
Concern
- e) E-mail address of the firm _____
- f) Stamp of the Proprietary concern _____

2. If the Entrepreneurial Establishment is a partnership firm

- a) Name of the Partners of the _____ Partnership Firm

- b) Signature of the Partners _____
- c) Residential Address of the Partners _____
- d) Office address of the Partnership firm concern
- e) E -mail address of the firm _____
- f) Stamp of the Proprietary concern _____

3. Name of the partners of the partnership firm.

1) _____

2) Signature of the Partners if the bid is not submitted through an Authorized Signatory

3) Signature of the Authorized Signatory if the bid is submitted by the Authorized Signatory

4) Office Address of the Partnership firm

e) E -mail address of the firm _____

Stamp of the Partnership firm _____

4. If the Entrepreneurial Establishment is a Company

a) Name of the
Directors of
the company

2) _____
3) _____
4) _____

1) _____

b) Signature of the Directors 1)
if the bid is not submitted 2)
through an Authorized Signatory 3)
4)

c) Signature of the Authorized Signatory if the bid is submitted by the Authorized Signatory

1)____

3)_____

4)_____

2)_____

d) Residential Address of the Directors Of the Company

1)_____

2)_____

3)_____

4)_____

e) Office Address of the company _____

f) E -mail address of the firm _____

g) Seal of the company _____

10. ANNEXURE 'A'

Description of the Student mess & food stall Premises at B.Y.L. Nair Ch. Hospital

Student mess Kitchen premises -

Student Seating Area - 184.275 Sq. mtr.

Food stall area – 36.79 Sq. mtr.

Signature of the Bidder

**Stamp/Seal of the
Entrepreneurial Establishment of the Bidder**

11. ANNEXURE 'B'

List of Furniture & Fixtures will be provided in the Student mess & food stall premises by BMC.

Sr. No.	Description	Quantity

**Signature of the Bidder Stamp/Seal of the
Entrepreneurial Establishment of the Bidder**

12. ANNEXTURE "C"

List of Articles of Food & Drinks for all staff, student and doctors

SR. NO.	NAME OF THE ARTICLES	WEIGHT OF ARTICLES	Rate in Rupees
1	2	3	6
	SNACKS		
1	Tea	150 ml	12.00
2	Nescoffee	150 ml	14.00
3	Idli sambhar	200 Gms.	24.00
4	Medu wada (With Sambar Chutney)	200 Gms.	24.00
5	Bhaji (Mixed)	150 Gms.	24.00
6	Misal	150 Gms	18.00
7	Usal	200 Gms	12.00
8	Uttappa (With Sambar Chutney)	150 Gms.	24.00
9	Onion Uttapa (With sambar chutney)	200 Gms.	30.00
10	Poha	120 Gms	18.00
11	Sheera (with Dry Fruit)	120 Gms.	18.00
12	Khandavi	120 Gms	24.00
13	Dhokla	120 Gms	24.00
14	PuriBhaji	150 Gms	24.00
15	Samosa Chat	200 Gms.	24.00
16	Veg. Sandwich	150 Gms	18.00
17	SadaDosa (With Sambar Chutney)	120 Gms.	18.00
18	Masala Dosa (With Sambar Chutney)	150 Gms.	24.00
19	RagdaPattice	150 Gms	24.00
20	Dahi Wada	150 Gms.	24.00

21	Upma	150 Gms.	24.00
22	Potato Wada	150 Gms. (2 Pcs)	12
23	Punjabi Samosa	200 Gms (2 Pcs)	12
24	Kothimbirwadi / Aluwadi	150 Gms. (2 Pcs)	18.00
25	BhelPuri / ShevPuri	150 Gms (1 plate)	18.00
26	Veg. Cutlet	150 Gms (2 Pcs)	24.00
	LUNCH		
27	Lunch (2 Subji, 1 dal, 1 Rice Mood, 2 Chappatis)		30.00
28	Delux Lunch (2 Bhaji, 1 Raita/Dahi,1 Sweet Dish, 1 Papad, 2 Chappatis/ 4 puri , Rice) Pickle		48.00
29	Dal Bhat (1 Mood & Dal)	100 Gms rice + 50 Gms Dal	18.00
30	Bhaji (From lunch)	150 Gms	12.00
31	Bhakri (Jowar, Rice, Nachani)	200 Gms (1 pc)	20.00
32	Chapattis (2)	100 Gms (2)	7.00
33	Dal Wati	100 Gms	12.00
34	Zunka	150 Gms	20.00
35	Papad	6-8 Inch	7.00
36	PavBhaji	200 Gmsbhaji + 2 Pav	36.00
37	Tak	200 ml	12.00
38	Dal Khichidi	250 Gms	30.00
39	Veg Biryani	250 Gms	30.00
40	Veg Pulav (with curry & Papad)	250 Gms	30.00
41	Rice (one mood)	100 Gms	7.00
42	Steam Rice	150 Gms	12.00

	NON- VEG ITEM		
43	EGG Omlet (Single)	100 Gms	12.00
44	Egg Curry	200 Gms	24.00
45	Chicken Masala	300 Gms	42.00
46	Fish Masala/ Fry	300 Gms	42.00
47	Gravy of chicken/mutton / fish/ egg	100 gms	12.00
	UPVAS ITEM		
48	Sabudana Wada / Kachori	150 Gms (2 Pcs)	18.00
49	SabudanaKhichadi	200 Gms	18.00
50	Fruit Dish	300 Gms	24.00
	CHINESE ITEM		
51	Veg Fried Rice	250 Gms	42.00
52	Veg Hakka Noodles	250 Gms	48.00
53	Veg Manchurian	250 Gms	42.00
54	Egg Fried Rice	250 Gms	48.00
55	Chicken Fried Rice	250 Gms	54.00
	SWEETS		
56	Naralwadi	100 Gms (2 Pcs)	18.00
57	Gulabjamun	100 Gms (2 Pcs)	18.00
58	MoongHalwa	100 Gms	18.00
59	GajarHalwa / DudhiHalwa	150 Gms	24.00
60	Mohanthal	100 Gms (2 Pcs)	18.00
61	Pineapple Sheera	150 Gms	24.00
62	Jilebi	150 Gms	24.00
63	Ravaladu /BundiLadu	100 Gms	18.00
	MILLET FOOD		

64	VariUpma	150 Gms	20.00
65	Milett Samosa	200 Gms (2 Pcs)	20.00
66	JowarChilla	150 Gms	20.00
67	VariKheer	150 Gms	20.00
68	Millett Milkshake	150 Gms	20.00

Note-

- 1) Package Food as per M.R.P. (for e.g. Soft Drinks, ice-creams, juices, Tak, Solkadhi, Biscuits, Wafers)
- 2) All food articles and vegetables are to be cooked in double filtered oil only.
- 3) Rice used should be Surti Kolam Brand or equivalent.
- 4) For Puri/ Chapati wheat flour should be used.
- 5) **Rate of items mentioned in the list are excluding GST.**

Signature of the Bidder

**Stamp/Seal of the
Entrepreneurial Establishment of the Bidder**

13.AGREEMENT OF LEAVE AND LICENSE

This Leave and License Agreement made and entered into at Mumbai this ____ day _____ of _____ Two Thousand and Twenty

BETWEEN

Brihanmumbai Municipal Corporation, a body corporate having succession and a common seal constituted by the Mumbai Municipal Corporation Act, 1888, hereinafter referred to “BMC”

REPRESENTING

Shri. _____, Director (M.E.&M.H), having its office at Dr. A L Nair Road, Mumbai Central, Mumbai-400 008; hereinafter referred to as “**the Licensor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding the office of the Shri. _____, Director (M.E.&M.H), Dr. A L Nair Road, Mumbai Central, Mumbai-400 008 hereinafter of the First Part;

AND

M/s. _____, a Proprietary Firm of Shri. _____, having its office at ----- hereinafter referred to as “**the Licensee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Proprietor thereof from time to time and his heirs, executors, administrators and permitted assigns) of the Second Part;

WHEREAS the Municipal Commissioner of BMC has interallia deputed under Section 56 of the Mumbai Municipal Corporation Act, 1888 his powers, functions and duties to the Director (M.E.&M.H) B.Y.L. Nair Ch. Hospital & T.N. Medical College, including signing the present Leave and License Agreement on behalf of BMC.

AND WHEREAS the BMC is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Student mess & food stall Premises, admeasuring student mess=184.275 sq. mtrs. & food stall Area= 36.79 sq. mtrs., on ground floor of TNMC UG Hostel, situated at Campus of Haji Ali, Mumbai-400 034; hereinafter referred to as “**the Student mess & food stall Premises**”.

AND WHEREAS TNMC UG Hostel, situated at Campus of Haji Ali, situated at Mumbai Central Mumbai – 400 034; is administered and managed by the BMC; hereinafter referred to as “**the Student mess & food stall Premises**”.

AND WHEREAS the Dean,(B.Y.L. Nair Ch. Hospital & T.N. Medical College), Municipal General Hospital, for and on behalf of BMC had invited E-Tender from various persons or firms having minimum five years experience of conducting an Eating House with license u/s. 394 of MMC Act. having capacity of minimum 200 persons or Three years experience of conducting a staff Student mess & food stall having 1000 or more employees.

AND WHEREAS after scrutiny of various tenders received, the Tender submitted by M/s. _____ i.e. the Licensee herein was accepted by the Additional Municipal Commissioner (_____) vide order under No. _____ dtd. _____ and has agreed to permit M/s. _____ to run the Student mess & food stall activity at the Student mess & food stall Premises, on Leave and License basis for the period of 11 months only, on the terms and conditions mentioned therein.

AND WHEREAS the Licensee has agreed to comply with the terms and conditions hereinafter appearing and is desirous of recording the same subject to compliance of which the permission as aforesaid has been agreed to be granted by the BMC in favour of the Licensee.

**NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The parties hereto agree that the recitals hereinabove enumerated shall be deemed to form part and parcel of the terms and conditions of this Leave and License Agreement as if the same have been set out and incorporated herein.
2. The following documents are and shall be deemed to form part of this Leave and License Agreement and shall be read and construed to be part of this Leave and License Agreement as if they were incorporated in this Agreement.
 - (i) Tender document under no. NTD/_____/ Bid No. _____ of BMC for this work
 - (ii) LoA issued under no. NTD / _____ dtd. _____
3. The Additional Municipal Commissioner (_____) for and on behalf of the BMC permits the Licensee to conduct the Student mess & food stall from the Student mess & food stall Premises on Leave and License basis for the period as enumerated herein, for the benefit of the all the Staff, Student and Doctors of the said Hospital / College / BMC on the terms and conditions appearing hereinafter.
4. The Licensee hereby agrees to conduct the Student mess & food stall from the Student mess & food stall Premises on Leave and License basis, for the benefit of all the student/staff of the TNMC UG Hostel, TNMC UG Hostel, RMO QUARTERS, Haji Ali, Mumbai-400034 of said Hospital and College, on the terms and conditions appearing hereinafter.

5. This Leave and License Agreement shall be in force for a period of eleven months from the date of Appointment of the Licensee to run the Student mess & food stall from the Student mess & food stall Premises i.e. from _____ to _____ (subject to the power of the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital for the time being to determine the same previously as hereinafter mentioned).
6. The Licensee hereby agrees and undertakes to pay eleven months Royalty amount of Rs. /- Plus GST and agree to pay monthly rent of Rs. /- for sale snack items (ready to eat) only at stall for outsiders and also agree to pay fixed monthly compensation of Re.1/- for using the Student mess & food stall Premises for conducting the Student mess & food stall on Leave and License basis and Re.1/- as monthly compensation for the use of Municipal Articles, Furniture's etc. provided by the BMC at the Student mess & food stall Premises a list whereof is annexed as Annexure-...(Total Rs.2/- per month) to be paid in advance for the entire period, at CFC Centre of BMC failing which 10 % interest shall be charged on the said amount and shall be liable to be recovered from the Licensee. Delay in making the payments as aforesaid shall be considered as breach of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly.
7. **The Licensee shall deposit with the BMC an amount of Rs.7,67,000/- (Rupees Seven Lakh Sixty Seven Thousand Only) in DD only (not to bear interest) as a Security Deposit for the due observance and performance of the terms and conditions of Tender Document & Leave and License Agreement also for a security of Royalty remittance.** The amount of Security Deposit deposited as aforesaid by the Licensee, shall be forfeited by the BMC, in the event of the Licensee committing any breach in the observance and performance of any of the terms and conditions of this Leave and License Agreement, which action of the Licensor to the Security Deposit deposited, by the Licensee for the reason as aforesaid shall be without prejudice to the rights of the Licensor to terminate this Leave and License Agreement, which under such circumstances be automatically terminated. If the Licensee duly and faithfully observes the terms and conditions of this Leave and License Agreement and have satisfied all claims properly chargeable against the Licensee hereunder up to the date of expiry of the period of this Leave and License Agreement, the Security Deposit paid as aforesaid shall be returned after audit to the Licensee, without any interest and GST amount.
8. The Licensee hereby agrees and undertakes to pay a **Monthly rent of Rs.27,180/- shall be paid by the contractors for the use of food stall premises before 10th day of every month** at CFC Centre of BMC, failing which 10 % interest shall be charged on the said amount and shall be liable to be recovered from the Licensee. Delay in making the payments as aforesaid

shall be considered as breach of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly. However, in future, any increase in the rent charges will be binding on the contractors.

9. The Licensee shall provide all the eatables i.e. articles of food and drinks strictly as stated in Annexure 'C' annexed hereto at the prescribed volume, weight, quality, quantity and rates as specified therein. The Licensee shall however not prepare and serve the items of the articles other than the items mentioned in Annexure "C" without obtaining prior permission of the Canteen Committee /Dean/the Licensor herein.
10. It shall be compulsory for the Licensee to serve both Vegetarian and Non-Vegetarian dishes and composite dishes but in separate section, prepared in refined oil or vegetable / pure ghee only. The Licensee shall offer for sale and serve only good and wholesome eatables, articles of food and drinks, in the prescribed volume, weight, quality and quantity at recommended rates as mentioned in the Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved from time to time by the Dean of the said Hospital. The Licensee shall keep sufficient supply of the articles of the food and drinks at hand for sale and services. The Licensee shall however, not prepare and serve the items of the articles other than the items mentioned in Annexure 'C' annexed hereto, without obtaining prior written permission of the Dean of the said Hospital.
11. The Licensee shall not make any alterations in the rates, weights, quality, quantity etc. of the articles of food and drinks kept for sale at the Student mess & food stall Premises while running the student mess & food stall other than what is stated in the Annexure 'C' hereto. If the Licensee desires to serve any additional items, the Licensee may submit an additional list, for the written approval of the Canteen Committee /Dean of the said Hospital, without changing the order of items as mentioned in Annexure C annexed hereto and shall serve such additional articles of food and drinks at the rates as finalized by the Canteen Committee /Dean of the said Hospital.
12. It is hereby agreed by the Parties hereto that the Variation in the rates of the articles of food and drinks mentioned in Annexure 'C' annexed hereto shall not be allowed to be changed except by prior written permission of the Canteen Committee /Dean of the said Hospital. The Licensee shall prepare healthy food items as per the direction given by the dietician of health department of BMC from time to time.

13. The Licensee hereby agrees that the quality of articles and refined oils used in the preparation of articles of food and drinks shall be of good and standard quality and rates of the said articles and refined oils shall be notified conspicuously within the Student mess & food stall premises as well as in the Menu Card.
14. The Licensee shall display the rates of eatables i.e. articles of food and drinks etc. offered for sale as approved from time to time in bold letters at such conspicuous place as may be directed by the Dean of the said Hospital or any other officer authorized in that behalf by BMC. The Licensee shall make provision for duly attested copies of the Menu Card having the rates of eatables i.e. articles of food and drinks etc. offered for sale at each and every table in the Premises as well as the price / rate along with quantity as approved from time to time by the Dean of the said Hospital.
14. The Licensee hereby agrees that the quality of all the articles of food and drinks at the rates offered by the Licensee as mentioned in Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved from time to time by the Dean of the said Hospital is presumed to be the best, any deterioration in quality will be treated as breach of the terms and conditions of this Leave and License Agreement.
15. The consumables, raw food materials, oil / ghee etc. used for preparing articles of food and drinks and the articles of food and drinks etc. as enumerated in Annexure 'C' annexed hereto and those articles permitted to be kept for sale with the prior permission of the Canteen Committee /Dean of the said Hospital, shall be inspected by the Concerned Authorities of the BMC from time to time and if any consumables, raw food materials, oil / ghee etc. used for preparing articles of food and drinks or the articles of food and drinks etc. as enumerated in Annexure 'C' annexed hereto and such of the articles of food and drinks as may be approved by the Dean of the said Hospital are found on inspection to be injurious to health or of a sub standard quality, the Licensee shall be liable to pay **a penalty of Rs.5,000/- (Rupees Five Thousand Only)** on each occasion in addition to whatever amount of compensation that may be awarded by the competent authority in that behalf and also this act shall be construed as a breach of the terms and conditions of this Leave and License Agreement and dealt with accordingly, which includes termination of this Leave and License Agreement and/or blacklisting the Licensee as against any further dealings of any kind and nature thereof, and forfeiture of Security Deposit.
16. The Licensee hereby agrees that every article of food shall be first approved by the Canteen Committee / Officers authorized in this behalf regarding their quality, appropriate preparation,

taste etc. and such of the articles as which not be properly prepared or of the required taste shall be liable for rejection. The decision of such Officer shall be subject to appeal to the Canteen Committee /Dean of the said Hospital whose decision as to whether such articles shall be taken or rejected shall be final and binding on the Licensee.

17. The Licensee hereby agrees that in case any of articles of food is rejected under the preceding clause, the Licensee shall replace same within one hour with other articles of approved quality and taste.
18. The Licensee hereby agrees that, in case the Licensee shall at any time during the continuance of these presents, fail to supply any of the articles of food and drinks included in the menu when required, as herein provided, or in case the Licensee fail at once to replace any article that may be rejected as herein provided, with others of approved quality, the Dean of the said Hospital shall be at liberty forthwith to procure and obtain the same from the open market and the extra cost thereof (if any) and all expenses including supervision charges at the rate of 5% of cost of the articles obtained in all cases of the default which may be raised to a maximum of 15% in special cases at the discretion of the Dean of the said Hospital shall be deducted from any money due or to become due to the Licensee under this or any other contract between the Licensee and the BMC.
19. The Licensee shall keep the articles of food and drinks in the Student mess & food stall Premises covered in suitable fly and rat proof receptacles as shall be approved by the Dean of the said Hospital or by the concerned authorities of the BMC and shall be liable for periodical inspection by the said Officer/ Canteen Committee . The receptacles will be cleaned from time to time as required and shall be replaced or repaired, if required, to the satisfaction of the said Officer, of BMC.
20. It shall be binding upon the Licensee to use modern and suitable Kitchen equipments like gas, cooking range, hot plates, ovens, boilers etc. with a view to ensuring cleanliness, minimum pollution and better quality of food. In case the BMC provide such equipments, the Licensee agrees that it will be binding on the Licensee to make use thereof and also to bear all expenses that may be incurred for proper maintenance, servicing and repairs of such Kitchen equipments. The Licensee shall serve eatables and articles of food and drinks in neat and clean utensils at all times.
21. The Licensee shall make necessary arrangements for refrigeration of articles of drinks and shall use such crockery, linen and utensils for cooking sufficient quantities at the cost of the Licensee, which shall meet the approval of the Canteen Committee / Dean of the said

Hospital. The Licensee shall, however, obtain written permission from the Dean of the said Hospital before installing any other machinery or equipments.

22. The Licensee shall provide to the Dean of the said Hospital, the list of all the articles / machinery / equipment / utensils brought by the Licensee for the purpose of conducting the Student mess & food stall from the Student mess & food stall premises which shall be verified and signed by the concerned authorities of the said Hospital before installation or use. Any articles / machinery / equipment / utensils not enumerated in the list provided by the Licensee shall be considered as property of the BMC over which the Licensee shall have no legal rights.
23. The Licensee hereby agrees that the Student mess & food stall premises and the Utensils used for preparing and serving the articles of food and drinks, shall be daily cleaned along with the furniture, fixtures, floor of the Student mess & food stall premises or so often as required by the Dean of the said Hospital and shall be washed with disinfectant by the Licensee at the Licensee's own cost, failing which, the Dean of the said Hospital may get the same done at the cost of Licensee after 24 hours written notice and the cost incurred by the Dean of the said Hospital in this regard shall be recovered from the Licensee. This Act of the Licensee shall also be construed as a breach in the observance and performance of the terms and conditions of this Leave and License Agreement and shall be dealt with accordingly.
24. The Licensee shall at the cost of the Licensee, provide for dustbins at the Student mess & food stall Premises for collection, removal of refuse and garbage and the Licensee shall also make necessary arrangements at the cost of the Licensee for its removal as directed by the Concerned Authorities of the BMC.
25. The Licensee shall everyday maintain the Student mess & food stall Premises in neat, clean and hygienic condition at the cost of the Licensee. This will also include daily cleaning of fans, fixtures, fittings, furniture, equipments, etc. provided by the BMC at the Food stall Premises. The Licensee shall take necessary measures to preserve and maintain them and shall hand over them to the Dean of the said Hospital or to the concerned authorities of the BMC on expiry of the period of this Leave and License Agreement or on termination of the Leave and License Agreement, whichever is earlier.
26. The Licensee shall provide his own furniture, fixture and fitting etc. including light (other than those already provided by BMC) as are necessary for service and the same should be

attractive and matching to all other fitting, Utensils, linen, crockery, even the uniforms of the waiters etc. should be tidy, decent and clean.

27. It is hereby agreed that the Licensee shall remove the Licensee's articles / machinery / equipments / utensils, crockery, refrigerators, machine and any other machines installed by the Licensee with the previous sanction of Dean of the said Hospital on expiry of the period of this Leave and License Agreement or upon termination of this Leave and License Agreement at the Licensee's own cost within a period of seven days. Upon failure to do so, the Dean of the said Hospital shall be at liberty to remove the same at the risk and cost of the Licensee or same may be forfeited.
28. The Licensee shall provide adequate student mess & food stall staff at the cost of the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises to the satisfaction of the concerned authorities of BMC. The number of such staff shall depend upon the number of users of student mess & food stall and shall be finalized from time to time in consultation with the Dean of the said Hospital. The Licensee shall at the Licensee's own cost provide to the employees so appointed with proper uniform and head gears for carrying out proper service at the Student mess & food stall Premises as directed by the Dean of the said Hospital. For security reason the Licensee shall provide the Identity Cards to the staff appointed by the Licensee.
29. The Licensee hereby agrees that the employees appointed by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises shall not be more than 9 and who shall leave the Student mess & food stall Premises at the end of their duty hours. The Licensee shall provide the details information of the employees at the Student mess & food stall premises namely Name, Age, Address, Religion, Sex, Designation, Education, address and Telephone Nos. of the Guardian. The Licensee cannot appoint new employees without prior sanction / permission of Dean of the said Hospital.
30. The Licensee shall not engage or employ any person suffering from any contagious disease, infection or otherwise dangerous to human life and health. The Licensee shall have to obtain necessary License / permission to engage Contract Labours / Staff as required under the Contract Labour (Regulation & Abolition) Act, 1970.
31. The Licensee shall not employ any child labour and shall submit list of employees appointed

by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the student mess & food stall Premises. Such list shall contain following details of the employees, appointed by the Licensee namely Name, Age, Date of Birth, Sex, Religion, Educational Qualification, Designation, Address, Telephone No. and Health Records. The Licensee shall not appoint any new employee unless the list and details as aforesaid is submitted to the Dean of the said Hospital and with the prior permission / sanction of the Dean of the said Hospital.

32. The Licensee shall be solely responsible in respect of the employees appointed by the Licensee for the purpose of assisting the Licensee to conduct the Student mess & food stall from the Student mess & food stall Premises and the BMC shall not be a party to any dispute that may occur between the Licensee and the employees appointed by the Licensee.
33. The Licensee shall be solely responsible for any misconduct on the part of the employees appointed by the Licensee for the purpose of assisting the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises on Leave and License basis or any nuisance caused directly or indirectly by the employees so appointed. Any supervisor, cook, butler or servants of the Licensee to whom the Dean of the said Hospital may object on ground of bad behavior incompetence or negligence shall be discharged by the Licensee within twenty four hours after receipt of written order signed by the Dean of the said Hospital, requiring such discharge and no person who has been so discharged shall be allowed to work in the Student mess & food stall without the written permission of the Dean of the said Hospital. BMC shall in no way be responsible or liable for the same.
34. The Licensee hereby agrees that the staff employed by the Licensee for conducting the Student mess & food stall from the Student mess & food stall Premises shall be liable to Medical Examination by the Medical Officer of the BMC, at the time of their employment and at regular intervals thereafter, on a reasonable notice given by the Dean of the said Hospital and such employees as certified unfit to serve in the Student mess & food stall by the Medical Officer of BMC, shall be immediately removed from the services in the student mess & food stall and shall be replaced by such other employees approved by the Medical Officer of the BMC.
35. The Licensee shall employ their own staff for the maintenance and management of the Student mess & food stall Premises at their own costs. The BMC shall have no liability of

whatsoever nature in respect of persons employed or engaged by the Licensee. Neither the Licensee and its staff or workers shall have any lien, claim, charge on the property of the Student mess & food stall Premises. The Municipal Service Rules and Regulations shall not be applicable to the Staff / workers employed by the Licensee.

36. It is hereby agreed that the personnel / employees employed by the Licensee for conducting the Student mess & food stall from the Student mess & food stall Premises shall be employees of the Licensee, AND under no circumstances will such personnel / employees be considered as employees of the BMC. The Licensee shall have the sole responsibility for supervision & control of its personnel / employees & for payment of such personnel's / employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. The BMC shall not be responsible for the above issues concerning to personnel / employees of the Licensee.
37. The Licensee shall keep the Student mess & food stall Premises open and provide the Student mess & food stall activity for all TNMC UG Hostel Student, staff & RMO Student on all days from 07.00 am to 10.30 pm or as directed by Dean, Nair or Canteen Committee from time to time. Food will be provided as follows - (Morning 7a.m to 9a.m. & Evening 4p.m. to 6 p.m. - Tea and Snax) & (Afternoon 12 to 2p.m. & Night 7p.m. to 10 p.m.- Lunch & Dinner) to 9 All staff of the Licensee shall have to leave the Student mess & food stall Premises within one hour after the closure of the student mess & food stall.
38. The Licensee hereby agrees that on special occasion the timings of the Student mess & food stall Service would be modified as per the necessity by the Dean of the said Hospital and the Licensee shall provide the Student mess & food stall Service accordingly.
39. The Licensee shall be provided Water / Electricity in the Kitchen Premises. The Licensee shall pay the Electricity charges and water charges in the matter of consumption of electricity energy and water while running the Student mess & food stall and BMC shall not be liable to pay the Electricity and water charges.
40. The Licensee shall obtain the necessary Licensees from all the concerned departments like Health, Shops & Establishments, Fire Brigade Departments of the BMC within 03 months from appointment of the contract and pay the License Fees accordingly. However, this being a

staff Welfare activity. Trade Refuse Charges are required to be paid by the Licensee. Further the Licensee should obtain necessary renewal / update of all necessary License well in advance if any problem regarding renewal, the Licensee should intimate the Dean of the said Hospital in writing, otherwise the Leave and License Agreement will be treated as cancelled and Security Deposit will be forfeited.

41. The Licensee shall provide Gas Connection in the Student mess & food stall Premises and the Licensee will have to pay the monthly charges / deposit to Mahanagar Gas Nigam directly.
42. Cooking of any eatables in the said food stall premises is **strictly prohibited**. Cooking of these items is permitted within the student mess kitchen premises.
The Licensee shall serve eatables and articles of food and drinks at the Student mess & food stall Premises for the BMC Staff of the said Hospital / BMC and College, without any distinction and reservation of class, caste, creed, religion or sex.
43. The Licensee agrees that BMC shall not be party to the recovery of payment of any bills or dues from any of the Customers of the Licensee i.e. RMO Staff and of the said Hospital / College / BMC. Similarly BMC will not be liable to payment to Vendors of the Licensee.
44. The Licensee shall at the cost of the Licensee make arrangements for keeping necessary Fire Fighting Equipments at suitable place within the Student mess & food stall Premises to the satisfaction of the Dean of the said Hospital.
45. The Licensee shall keep a complaint book within the Student mess & food stall Premises, which shall be made available to all the BMC Staff of the said Hospital/ College / BMC, for recording their complaints.
46. The Licensee shall have to restrict their activities within the Student mess & food stall Premises only and shall use the said Student mess & food stall Premises only for conducting the Student mess & food stall and not for any other purpose.
47. The Licensee shall not encroach or occupy any space beyond the Student mess & food stall Premises, permitted to be used for running the food stall . Any such encroachment shall be deemed to be the breach of the due performance or observance of these terms and conditions and shall be dealt with accordingly.
48. The Licensee shall not exhibit any signboard, name plates or advertisement within or outside the said Student mess & food stall Premises without the consent in writing being first obtained from the Dean of the said Hospital.

49. The Licensee shall not assign, transfer, mortgage or sublet the rights and liberties hereby granted or induct any new partner or partners with them without the previous written consent of the Licensor.
50. The Licensee hereby agrees that the ownership and possession of the Student mess & food stall Premises shall always remain with the BMC, and the Licensee, their agents, representatives and servants shall not have any claim, right, title or interest in the Student mess & food stall Premises of whatsoever nature. The Licensee shall conduct the Student mess & food stall on Leave and License basis only during the Agreement period.
51. The Licensee shall not carry out any addition, alternation to the Student mess & food stall Premises. If any structural alterations and/or additions are required by the Licensee, the Licensee shall have to apply in writing to the Municipal Commissioner / BMC for permission who may not / or may grant such permission on any conditions as deem fit, to be borne by the Licensee. The Licensee shall not be allowed to dismantle or remove the said alternations and/or additions or any part thereof while leaving the Student mess & food stall Premises without prior permission of the Municipal Commissioner / BMC.
52. The Licensee shall observe, abide and comply with the all Rationing provisions/regulations/rules that are in force or that which shall be brought into force from time to time and shall obtain the necessary permits and comply with all the Directions, Rules and Regulations of the Food and Rationing Authorities including submissions of returns etc. The Licensee shall observe all the rules and regulations that may be brought in force from time to time by various Municipal and other Competent Authorities.
53. The Licensee shall have necessary ESIC & PF code no. for the employees of the Licensee, appointed for the purpose of assisting the Licensee to conduct the Student mess & food stall from the Student mess & food stall Premises.
54. The Licensee hereby agrees that, in additions to what is stated in clause 53 & 54 above, the Licensee in the matter of conducting Student mess & food stall from the Student mess & food stall Premises, shall at all times duly observe, abide and comply with the provision of the various statutes that are in force such as GST Act, Provident Fund Act, Workmen's Compensation Act, Employees State Insurance Act, Payment of Wages Act, Factories Act, Goods and Service Tax Act, The Contract Labour (Regulation and Abolition) Act, 1970, MPFA/FSSAI, Mumbai Municipal Corporation Act and various other related laws of the Government Authority as prescribed from time to time by the concerned authorities as well as the regulations / rules / bye-laws framed there under and comply with all the directions or orders issued / passed by the BMC, the Government of Maharashtra, the Union Government

or any other Competent Authorities authorized to issue / pass directions or orders in the matter of Student mess & food stall being conducted from the Student mess & food stall Premises and/or employing the staff for assisting the Licensee by the Licensee. The Licensee shall be solely responsible for any breach thereof. The Hospital / College / BMC shall not be responsible for the same.

55. The Licensee shall forthwith, at the Licensee's own cost and expenses comply with any requisitions, orders and/or notices issued by the Student mess & food stall Committee /Dean (B.Y.L Nair Ch. Hospital) of the said Hospital, as well as that of the concerned authorities of the BMC or any other competent authority or any Public Body, pertaining to any matters, in connection with the running the Student mess & food stall being conducted from the Student mess & food stall Premises, by the Licensee.
56. The Licensee shall permit the Canteen Committee / Concerned Authorities of the BMC at all times to enter the Student mess & food stall Premises to make inspection of the following
 - (a) Catering Arrangements
 - (b) Quality and Quantity of Eatables and Articles of Food and Drinks, Solid and Served.
 - (c) Condition of the Fittings, Fixtures and Furniture
 - (d) Sanitary Arrangements and General Cleanliness
 - (e) Upkeep of the Student mess & food stall Premises
 - (f) Student mess & food stall and Kitchen employees.
57. The BMC shall in no way be responsible or liable for any damage, loss or injury caused to the Licensee, the property of the Licensee or to the employees appointed by the Licensee in the matter of conducting the Student mess & food stall from the Student mess & food stall Premises or to the property of the employees so appointed from any cause whatsoever, at any time.
58. The Licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to the property of the BMC or to any person or persons including any third party while carrying out the Student mess & food stall from the Student mess & food stall Premises. The Licensee shall also be responsible for damage, loss or injury whatsoever that may be caused at any time while any repairs, painting or any other work pertaining to the said Student mess & food stall Premises or while conducting the Student mess & food stall and, all such damages, injury or loss to life property shall be made good and / or as the case may be, shall be paid immediately by the Licensee to the satisfaction in all respects of the Dean of the said Hospital.

59. The Licensee shall keep the BMC, its Officers and Servants, save and harmless and indemnified from and against all losses suits, damages, cost, suit charges, claims and demands whatsoever including claim under the Workmen's Compensation Act, 1923, the BMC, its Officers or Servants may become sustain, incur or become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the BMC or any third party, whether resulting directly through any accident, or otherwise, to life or property while running the Student mess & food stall from the Student mess & food stall Premises, or while carrying out any repairs or other work pertaining to the Student mess & food stall Premises, and such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Licensee to the BMC.
60. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of the Licensee any right, title, interest whether vested or contingent in the Student mess & food stall Premises that vests with the BMC and the Licensee hereby agrees that the Student mess & food stall Premises is the property of the BMC that vest in the BMC.
61. The Licensee agrees that the Leave and License Agreement shall be liable to be revoked, withdrawn or terminated by giving one month's notice in writing to the Licensee with or without assigning any reason whatsoever, when the Licensor, desires to do so. The Leave and License Agreement shall also be deemed to be terminated / withdrawn immediately on the Licensee failing to comply with the terms and conditions of this Leave and License Agreement or failing to comply with the requisitions issued by the BMC or any officer authorized to issue such requisitions.
62. Whenever this License is so revoked, withdrawn or terminated by the BMC, the Licensee shall forthwith stop using the Student mess & food stall Premises for conducting the Student mess & food stall and shall hand over vacant and peaceful possession of the Student mess & food stall Premises back to BMC. In default it shall be lawful for the Dean (B.Y.L Nair Ch. Hospital) of the said Hospital or the concerned Authorities of the BMC to forthwith stop the Licensee from using the Student mess & food stall Premises for conducting the Student mess & food stall and the Dean of the said Hospital shall be entitled to enter the Student mess & food stall Premises and occupy the same. The Licensee shall not be entitled to any compensation whatsoever or any amounts already paid on account of termination of this Leave and License Agreement. Upon termination of this Leave and License Agreement by BMC, BMC shall be entitled to take all necessary action as deem fit, along with forfeiture of

security deposit.

63. It is hereby agreed that the initial period of the Licensee shall be 11 months from the date of handing over the Student mess & food stall Premises to the Licensee as mentioned hereinabove. The Licensee shall however, be renewed for a further period of two tenures of 11 months each at the discretion of the Licensor, on faithful compliance of the terms and conditions by the Licensee and on the same terms and conditions, subject to approval of competent authority and subject to the Licensee entering into a Leave and License Agreement for the said respective terms and not otherwise.
64. It is hereby agreed that after expiry of the Licensee period, the Licensee may be permitted to run the Student mess & food stall on such terms and conditions as may be stipulated by the Licensor, till appointment of a new Contractor by the BMC, subject to approval of the competent authority of BMC and not otherwise. However, such permission shall not create any interest or right in favour of Licensee nor shall amount to renewal of the Leave and License hereby granted.
65. The Licensee shall prevent any disorder on the Student mess & food stall Premises and shall also permit the Municipal authority or authorities at all reasonable times to enter the Student mess & food stall Premises to review the conditions thereat and of fittings and fixtures therein. Any disorder upon the Student mess & food stall Premises shall be treated as breach of the terms and conditions of this Leave and License Agreement.
66. The Licensee shall not entertain any paying guest or provide any counter or machine or equipment or lodging or boarding to transfer this permission to any member of the Public and or otherwise, at the Student mess & food stall Premises.
67. The Licensee shall not lend to or borrow from or have or entered into any monetary dealings or transaction either directly or indirectly with any Municipal Employees and if they or any of them shall do so, the Licensor shall be entitled to forthwith terminate this Leave and License Agreement and forfeit the Security Deposit without prejudice to the other rights and remedies of the BMC to claim damages from the Licensee for the breach of the contract.
68. BMC shall have a lien on and over all or any moneys that may become due and payable to the Licensee under these presents and/or on and over the deposit or security amount or amounts made under this contract and which may become repayable to the Licensee, 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 BMC by the Licensee either alone or jointly with another or

other transactions or any nature whatsoever between the BMC and the Licensee and also for or in respect of any Municipal Tax or Taxes which may become due and payable to the BMC by the Licensee either alone or jointly with another and other under the provisions of the MMC Act, or any other statutory enactment or enactments in force in modification or substitute thereof and further the Licensor on behalf of BMC shall at all times be entitled to deducted the said debt or sum of tax due by the Licensee from the moneys, security or deposit which may become payable or returnable to the Licensee under these present provided, however, that nothing in this clause shall apply to any moneys due and payable by the Licensee in capacity as trustees either alone or jointly with others, the provisions of this condition shall also apply and extend to the Bankers guarantee, if any given by the Licensee either in addition to the substitution of the each or security deposit to be made under this contract.

69. The Licensee shall attend the Canteen Committee meetings to address to any issues that may arise in the matter of conducting of the Student mess & food stall from the Student mess & food stall Premises once in three months or as and when required by the Dean of the said Hospital. The Licensee shall be bound by the decisions taken in the Meetings convened as aforesaid.
70. In all cases of dispute arising between the Dean of the said Hospital / the Licensor and Licensee, the decision of the Municipal Commissioner of BMC shall be final and legally binding upon both the parties.
71. Upon breach by the Licensee, of all or any of the terms and condition of this Leave and License Agreement and/or if in the opinion of the Dean of the said Hospital or any Officer duly authorized by BMC in that behalf, the Licensee and/or the staff of the Licensee is not running the Student mess & food stall within the Student mess & food stall Premises in a satisfactory manner and/or if the Licensee fees payable by the Licensee be unpaid for fourteen days and/or if the Licensee is adjudicated insolvent and/or fails to make any arrangements with his creditors and/or if any attachment or execution is levied on any of the Licensee property and/or the Licensee failing to comply with the directions / orders issued / passed by the BMC, the Government of Maharashtra, the Union Government or any other competent authorities and/or upon the Licensee failing to comply with the requisition issued by the Dean of the said Hospital or by the Concerned Authorities of the BMC, the Licensor shall without prejudice to any other right of remedy to which the Licensor may be entitled under this Leave and License Agreement of Law, forthwith cancel this License and forfeit the Security Deposit, and the License fees etc. already paid. Upon the cancellation of this License

in the manner as aforesaid, the Licensee shall forthwith stop using the Student mess & food stall Premises and shall forthwith vacate the Student mess & food stall Premises in his occupation and belongings therefrom except as provided by BMC.

72. The Licensee shall duly observe and comply with all the provisions of law, rules and regulations enforced by Govt., BMC or any other competent authority applicable to the Student mess & food stall Premises and the activity being conducted therein.
73. The Licensee shall conduct Pest Control at student mess & food stall premises twice in a month at his own cost to keep the student mess & food stall premises insect free.
74. The Licensee agrees that in all cases of any dispute/complaint whatsoever, the Canteen Committee/ Dean (N)'s decision regarding any fine/penalty/action shall be final and legally binding upon the Licensee.

75. The Student mess & food stall is run for the benefit of all staff, student and doctors of TNMC UG Hostel, Haji Ali and RMO quarter of B.Y.L Nair Ch. Hospital and to sale snack items (ready to eat) only at food stall for outsiders without sitting arrangement in and outside of hostel campus. The Corporation shall allow the successful tenderer as the Licensee to use the **Student mess & food stall** premises, subject to the terms and conditions of the tender document at the B.Y.L. Nair Ch. Hospital for the purpose of running student mess & food stall activity only for the benefit of all staff, student and doctors of **TNMC UG Hostel, Haji Ali and RMO quarter of B.Y.L Nair Ch. Hospital.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED]

By the within named]

Shri_____]

Director (M.E.&M.H) ,

Dr. A L Nair Road, Mumbai Central, Mumbai-400 008 representing)

Brihanmumbai Municipal Corporation]

In the presence of

1.

2.

SIGNED, SEALED AND DELIVERED]

By the within named]

M/s. _____]

By its Sole Proprietor]

Shri._____]

In the presence of

1.

2.

DATED THIS ____ DAY OF ____ 20

BETWEEN

BRIHANMUMBAI MUNICIPAL CORPORATION

AND

M/s. _____

LEAVE AND LICENSE AGREEMENT

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

Sr No	PACKET A Description of Document	Sr No	PACKET B Description of Document
1	Earnest Money Deposit (EMD) Receipt	1	Experience Certificate
2	The entire sign and seal tender Document including 1) E-tender Notice 2) Special instructions to bidder participating in E-tendering of BMC 3) Instruction to tenderers 4) General directions to the tenderers 5) Mandatory Conditions of Tender 6) Form of Undertaking 7) Annexure – A 8) Annexure – B 9) Annexure – C 10) Contract Agreement form (for Leave & License Agreement) 11) Corrigendum if any 12) Affidavit	2	Valid License u/s. 394 issued by Public Health Department of BMC under MMC Act 1888.
		3	Total Annual Turnover Certificate of last 3 consecutive years
		4	Certified copies of the Executed orders along with completion certificates in support and performance certificates of the experience.
		5	Solvency Certificate
		6	C.A.'s certificate for turnover with UDIN no. of the tenderer.
		7	Pan Card with Photograph.(Only for Indian Bidder)
		8	GST registration Certificate. (Only for Indian Bidder)
		9	Valid Registration Certificate under EPF & M Act 1952 & Account No.
		10	Valid Registration Certificate under ESIC Act 1948 & Account No.
		11	Certificate of Food Safety and Standard Authorities of India
3	Particular about the tenders		
4	Authorization letter for attending tender opening duly filled, signed and stamped by the tenderer		
6	Firm/Company/ Sanstha Registration Certificates		
7	Partnership deed / AOA / MOA		
8	Power of Attorney to sign the tender		
9	Latest Photograph of Prop./Partners/Owners with full name, Office Address, Residential Address, Email Id & Contact Details		
10	Litigation History		
11	Criminal history		

Full Signature of the tenderer with Official Seal & Address

BRIHANMUMBAI MUNICIPAL CORPORATION

BYL Nair Ch. Hospital & T N Medical College,

Mumbai Central, Mumbai – 400 008.

15. (Particulars about the tenderer)

(To be uploaded in PACKET A)

Gem ID No.

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

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

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

Sr. No.	Name, Address, Telephone, Mobile Number, Fax Number of Officer/staffs	Qualification	Designation

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

Bank Details:-

- a. Bank details of tenderer as applicable.

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

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

Full Signature of the tenderer
with Official Seal & Address

BRIHANMUMBAI MUNICIPAL CORPORATION

**BYL Nair Ch. Hospital & T N Medical College,
Mumbai Central, Mumbai – 400 008.**

16. TENDER FORM TO BE SIGNED & SEAL BY THE TENDERER

To,

The Dean,
B.Y.L. Nair Ch. Hospital & T.N. Medical College
Mumbai Central, Mumbai -400022

Sir/Madam,

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

- 1) Special instructions to bidder participating in e-tendering of BMC
- 2) Instruction to tenderers
- 3) General directions to the tenderers
- 4) Mandatory Conditions of Tender
- 5) Form of Undertaking
- 6) Annexure – A
- 7) Annexure – B
- 8) Annexure – C
- 9) Contract Agreement form (Performa for Leave &License Agreement)
- 10) Details of the BoQ in GeM Portal:- (Royalty to be filled by tenderer in commercial offer)
- 11) Minutes of pre-bid meeting.
- 12) 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 in Gem Portal.

3. I/ We have paid the Earnest Money Deposit (E.M.D.) in DD (Demand Draft) format for INR..... and we are aware that this EMD shall not bear any interest till it is with BMC.
4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I / we have offered our royalty in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....

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

.....

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

Full Names and Residential Address

of all the partners constituting

The firm:

1. A/c. No.....

..... Name of the Bank.....

..... Name of the Branch.....

2.

.....

.....

3.

.....

.....

**17. Undertaking to be signed by the tenderer
(To be uploaded in PACKET A)
(on the stamp paper of Rs.500/-)**

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

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

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

- 6 I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered less price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within M.C.G.M. also in similar conditions.
- 7 I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service and abide them throughout the period of contract.
- 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 / We fail to keep the e-tender open as aforesaid,
 - I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - I / We do not commence the supply on or before the date specified by officer/engineer in this work order/indent.
 - I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We..... hereby further state and declare that I/We are
- Not declared insolvent any time in the past.
 - Not debarred/ black listed by either B.M.C. / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - Not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafideintention during the completion of the contract anywhere in B.M.C. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by B.M.C. shall constitute a binding contract between me / us and B.M.C..

14. I/wefurther confirm that the information/document submitted by me regarding GST No. (If applicable) is true and correct as per record of GST Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.
15. I/We, _____ who are proven and reputable manufacturer of _____ (Name & description of the goods offered in the tender) having factories at _____, hereby certified that do hereby state that I/We have a full-fledged and well established service centre in Mumbai.
16. * I/We, _____ hereby declare that on our establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.
17. *I/We -----hereby declare that we are using the energy for production purpose. However there are less than 10 employees / Labourers on our establishment.

OR

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

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

(* Strike out if not applicable)

(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.)

18. "I/We do hereby further undertake that, we have offered the best prices for the subject service/supply work as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or suab systems in the past one year in the Maharashtra State for quantity variation upto – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within M.C.G.M. 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 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, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

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

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

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

1. _____

2. _____

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

WITNESS:

(1) Full Name

And Address

.....

Signature

(2) Full Name

And Address

.....

Signature

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

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

(To be uploaded in Packet B)

18. EXPERIENCE CERTIFICATE

“M/s_____ running student mess & food stall
_____ to our institution for_____ (month/year). The
food was satisfactory and the service support is adequate”.

Signature and designation of the
Authorized officer issuing certificate

NOTE :

- 1) Experience of minimum five years of conducting a Eating House with license u/s.394 of MMC Act. having capacity of minimum 200 persons or Three years experience of conducting a staff Student canteen/mess & food stall with license u/s.394 of MMC Act having 1000 or more employees.
- 2) The above mentioned certificates which must be valid and current on due date should be uploaded.
- 3) Experience Certificate should be in the name of Bidder Scanned copies shall be uploaded in the Packet “B”.
- 4) Bidder shall provide certified copies of the allotment letter along with completion certificates in support of the experience.

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

Tender Reference No.: _____

Date of Opening : _____

Time : _____

Name & Address of the Tenderer: _____

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

Signature & seal of the Tenderer

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

Bidder shall provide certified copies of the Executed work orders along with completion certificates in support and performance certificates of the experience having minimum experience of minimum five years of conducting a Eating House with license u/s.394 of MMC Act. having capacity of minimum 200 persons or Three years experience of conducting a Student canteen/mess & food stall with license u/s.394 of MMC Act having 1000 or more employees.(Use separate sheet, if necessary)

20. AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

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

Subject: Tender No. _____
due on

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

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

21. Special Annexure- I

Sr. No	Item/ Work Description	Bidder to indicate the amount of applicable taxes			
		CGST	SGST	IGST	Other taxes if any
		%	%	%	%
1.					

Signature & seal of the Tenderer

22. Submission of Royalty Bid (To be submitted in Packet C only)

*** Royalty rates must not be uploaded in Packet A and Packet B**

*** If Royalty rates are disclosed in Packet A or Packet B it will lead to automatic disqualification from the tender process.**

Upload in Packet C in the below given Format only

S. No.	Rate	Amount in Rs
1	Royalty Amount per month (Excluding GST and any other Government taxes as and when applicable) (Minimum Royalty per month must not be less than Rs10,000/-)	

23. (Details of Litigation History
(To be uploaded In PACKET A)

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

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

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

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

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

24. Details Of Criminal Cases Pending History
(To be Submitted by Bidder in Packet A)

- 1) I M/s (Name of Bidder)..... 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)..... 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

S. N.	Year	criminal case detail	Action taken/current status

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/Manufacturer
With Official Seal and Address

(The above undertaking shall be submitted by the bidder and his manufacturer on Rs.500/- stamp paper in packet A)