

# BRIHANMUMBAI MAHANAGARPALIKA

## Labour Department

### E-Tender Document

Tender ID - 2024\_MCGM\_1102534\_1

The Municipal Commissioner of Greater Mumbai invites the following online tender on **highest quoted Monthly Royalty Amount (Exclusive of all applicable taxes)** for 11 months leave & license basis from the bidders those who are not under any penal action such as Demotion, Suspension, Black listing, De-registration etc. and has to submit undertaking cum Indemnity Bond as per Annexure 'C' on stamp paper costing Rs.500/- (Rupees Five Hundred only). The tender copy can be downloaded from MCGM portal (<http://www.mcg.gov.in>) under "e-procurement" section.

For enrollment digital signature certificate & user manual please refer to respective links provided in e-tendering tab on MCGM websites. The bidders can get digital signature from any one of the Certifying Authorities (C.A's) licensed by the controller of Certifying Authorities namely Safescript, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNGC and e-Mudhra CA.

The technical and commercial bids shall be submitted online upto the Bid End Date & Time mentioned below.

Sr. no.	Name of the Work	Earnest Money Deposit (Rs)	Security Deposit (Rs.)	Bid Start Date & Time	Bid End Date & Time	Packet A & B Opening Date & Time
1	2	3	4	6	7	8
1	Running canteen at Municipal Head Office Building, Fort, Mumbai -1 on <b>highest quoted Monthly Royalty Amount</b> for 11 months leave & license basis	50,000/-	2,00,000/-	Dt.07.10.2024 At.11.AM	Dt.14.10.2024 At.04.PM	Dt.15.10.2024 At.03.PM

The bidder shall have to pay "E-tender price" as mentioned in the above table through online payment gateway before downloading the tender documents.

1. All interested Bidders whether already registered or not registered in BMC, are mandated to get registered with Mahatenders for E-Tendering process and obtained Login Credentials to participate in the Online Bidding process. The details of the same are available on the above-mentioned Mahatenders portal under "Help for Contractors".
2. The Bidder's shall have to pay "Scrutiny Fee" through offline payment via Challan to CFC (Citizen Facilitation Center) of BMC after Bid submission end date and before commercial Bid opening. In case of revision of the above mentioned scrutiny fee, Bidder's shall pay revise scrutiny fee. The Bidder is required to be registered with BMC for further transaction in respect of the Bidding process. The Bidder can be registered as vendor with BMC using online application at <https://portal.mcg.gov.in/irj/portal/anonymous/qIVendorApp>. (As per Circular No. CA/FRG/18 dt.27.02.2024).

## **Packet 'A'**

All the bidders are required to upload the following Xerox copies certified by gazetted officer or by notary or by the MCGM Officer not below the rank of Asstt. Engineer / Administrative Officer in **Packet 'A'**.

a) PAN Card

b) Certificate under MPFA/FSSAI

c) GST Registration Certificate.

d) Return of the turnover of last 3 years.

e) **All the bidders shall pay Earnest Money Deposit online** : instead paying the EMD at any of the CFC centres in MCGM Ward Offices the Bidder shall furnish, as part of the Bid Security/EMD, in the amount specified in the Bid Data Sheet and shall be valid till the validity of the bid. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive. The bidder who are registered with MCGM and have already paid the standing deposit will also have to pay full EMD as shown above for participating in the tender.

f) **The Bid Security may be forfeited;**

- 1) if the bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of /bid validity)
- 2) in the case of successful Bidder, if the Bidder fails within the specified time limit to;
  - i) sign the Agreement; and /or
  - ii) furnish the required Security Deposits
- 3) Firms Balance sheet of last 3 years.

**The bidders shall categorically provide their Email-ID in packet 'A'**

### **Note:**

- \* If the tenderer's withdraw tender offer during the tender validity period, his entire E.M.D. shall be forfeited.
- \* if it is found that the tenderer has not submitted required documents in Packet 'A' then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

## **Packet 'B'.**

All the bidders are required to upload the following Xerox copies certified by gazetted officer or by notary or by the MCGM Officer not below the rank of Asstt. Engineer / Administrative Officer in **Packet 'B'**.

**a) Experience Certificate** - Only those persons or firms having 5 years' experience of running a minimum of Grade-II Eating House OR 1 year experience of running the staff canteen of any well-known establishment having **1000 and above** will only be treated eligible as the tenderers. All the documents, testimonials in confirmation of tenderers' previous experience along with satisfactory services rendered by the tenderer from the previous Organization where the tenderer has rendered services shall be attached to the tender copy. They should specify the numbers of employees in the certificate.

**b) Valid Registration certificate No under EPF & MP Act 1952.** and last three months Valid challan copies.

**c) Valid registration certificate under ESIC Act 1948,** and last three months Valid challan copies.

**d) Deed of Partnership (if applicable)**

## **Packet 'C'.**

**Commercial Bid stating Monthly Royalty Amount has to be uploaded in Packet 'C' in cover type 'Finance'.**

### **Note:**

1. Monthly Royalty Amount minimum of Rs. Ten Thousand for Municipal Head Office, Sion Hospital, KEM Hospital, Nair Hospital and Kooper Hospital and minimum of Rs. Five Thousand for Other Hospitals and minimum of Rs. One Thousand for Wards and other Departments.
2. Monthly Royalty Amount offered in Packet 'C' must be deposited in advance for 11 months within 10 days by the successful bidder. If not, then second highest Royalty Amount holder will be considered as successful bidder only if he accepts the 1<sup>st</sup> highest Royalty amount.
3. If more than one bidder quotes similar Monthly Royalty Amount then the decision will be taken by lottery system.
4. Successful Bidder has to submit Valid Labour Licence immediately.
5. **The Royalty Amount will not be refundable in any circumstances if the contract is cancelled.**

**Note:**

- i) **Curable Defect shall mean shortfalls in submission such as :**
- a. Non-submission of following documents,
    1. Valid Registration Certificate
    2. Valid Bank Solvency
    3. Sales Tax Registration Certificate (VAT)
    4. Certified Copies of PAN documents and photographs of individuals, owners, etc.
    5. Partnership deed and any other documents
    6. Undertaking as mentioned in the tender document.
  - b. Wrong calculation of Bid Capacity,
  - c. No proper submission of experience certificates and other documents etc.
- ii) **Non-curable Defect shall mean**
- a. In-adequate submission of ASD amount,
  - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

**REFUND OF E.M.D.**

- a) E.M.D of the unsuccessful bidders will be released immediately in next three days without asking any application from the Applicant, at the level of HOD through Mahatendering system and without any insistence of the sanction of the competent authority.
- b) The E.M.D. and Security Deposit of successful tenderer will be refunded as per conditions mentioned in the tender.

**EQUIPMENT CAPABILITIES**

The successful bidder will make the arrangement of the required equipment on the day of commencement.

**TAXATION**

All taxes and other duties on material obtained for the work from any source including the tax applicable as per **GST**. The tenderer will not be reimbursed the taxes, duties, and charges whether now in force or that may be enforced in future.

**SCHEDULE OF BIDDING**

1. The Bidders will be given minimum 7 days for submitting the bid
2. The Pre-Bid Meeting will be scheduled between 7<sup>th</sup> to 10<sup>th</sup> day from the date of start of sale of tender.
3. The minutes of Pre-Bid/Corrigendum will be uploaded on portal between 11<sup>th</sup> to 13<sup>th</sup> day from the date of sale of tender.

## **BID VALIDITY**

Bid shall remain valid for a period of not less than **180 days** after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

## **ALLOTMENT OF WORKS IN CASE OF EQUAL MONTHLY ROYALTY AMOUNT**

1. In case of **Equal Monthly Royalty Amount** of highest bidders(s), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting** and such development needs to be done by IT department in MCGM's MAHATENDERING system. **Till such development is made 'Scaled Bids' shall be called from the bidders quoting the same rates i.e. H1.**

2. In case of **equal Monthly Royalty Amount** of highest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned authority in presence of Bidder/Bidder's representative and Accounts Officer.

As per Three packet system, the document for Packet **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet **A & B**. Before purchasing/downloading the tender copy, tenderer may refer to post-Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screen shot of receipt of payment in packet 'A' instead of paying the EMD at any of the CFC center in MCGM Ward Offices.

After appointment of the successful contractor it is mandatory for the successful contractor, to obtain the licence as per The contract labour (Regulation and Abolition) Act, 1970 and follow all the sections, terms and conditions as applicable in The contract labour (Regulation and Abolition) Act, 1970.

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>. as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet '**A**', Packet '**B**' & Packet '**C**' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Chief Labour Officer.

The Municipal Commissioner reserves the right to reject any or all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

sd/-

**Chief Labour Officer**

बृहन्मुंबई महानगरपालिका

कामगार विभाग

LIST OF UTENSILS & FURNITURES IN THE CANTEENS

NEW BUILDING CANTEEN

ANNEXURE 'A'

SR. NO.	NAMES OF THE ITEMS	TOTAL NOS.	REMARKS
1	Door frame with double door	6	
2	Door frame wkth single door	6	
3	Cash Counter table	1	
4	Back storage	1	
5	<b>Steel table</b>		
	800 x 800 x 750	23	
	1050 x 800 x 750	40	
	1600 x 800 x 750	3	
6	Sink Cock	10	
7	Bib Cock	3	
8	Wash basin	1	
9	I W C	1	
10	Kitchen light saviour W/F	19	
11	CFL Downlight WCP	80	
12	600 * 600 MM light wide recessed CFL	42	
13	T5 covelight strip fitting	10	
14	LED Wall washer	14	
15	Bracket light on columns	14	
16	Ceiling fan	40	
17	Ex fan	3	
18	Speaker	17	
19	Heat Detector	21	
20	Hooter	3	
21	18 models Switch Board	8	
22	12 models Switch Board	1	

23	8 models Switch Board	16	
24	6 models Switch Board	9	
25	4 models Switch Board	4	
26	2 models Switch Board	8	
27	3 models Switch Board	16	
28	Switch Board	22	

Note :

1. The above list may get updated from time to time during contract period if the Municipal Corporation of Greater Mumbai provides any kitchen equipment, furniture, etc. in the canteen premises.
2. The kitchen equipments so provided by the Municipal Corporation of Greater Mumbai shall be put to use by the Licensee. Also the Licensee shall bear all the expenses that may be required to be incurred on repairs and servicing maintenance of such kitchen equipments.

Plan of the Canteen premises

LOCATION

AREA AVAILABLE

Sq.Feet

- |    |                                       |         |
|----|---------------------------------------|---------|
| 1. | Ground Floor of Municipal Head Office | 8140.00 |
|    | Annexe Building                       |         |



**बृहन्मुंबई महानगरपालिका**  
**कामगार विभाग**  
**ANNEXURE 'B'**

परिपत्रक क्र.प्रकाअ/०२ दि.२३.०४.२०२४ नुसार नवीन कंत्राटदारांना खालीलप्रमाणे सुधारित दरपत्रिका लागू राहिल.

(REVISED RATE LIST AS PER M.C.'S SANCTION U/NO.MGC/F/2178 DTD.23.02.2024.)

Sr. No.	Name of Articles	weight of Articles	Rates in Rs.
	<b>SNACKS</b>		
1	Tea	150 ml	12
2	Nescoffee	150 ml	14
3	Idli Sambhar	200 Gms	24
4	Medu Wada(with Sambar Chutney)	200 Gms	24
5	Bhaji (Mixed)	150 Gms	24
6	Misal	150 Gms	18
7	Usal	200 Gms	12
8	Uttapa (with sambar chutney)	150 Gms	24
9	Onion Uttapa (with sambar chutney)	200 Gms	30
10	Poha	120 Gms	18
11	Sheera (with Dry Fruits)	120 Gms	18
12	Khandavi	120 Gms	24
13	Dhokla	120 Gms	24
14	Puri Bhaji	150 Gms	24
15	Samosa Chat	200 Gms	24
16	Veg Sandwich	150 Gms	18
17	Sada Dosa (with Sambar Chutney)	120 Gms	18
18	Masala Dosa (with Sambar Chutney)	150 Gms	24
19	Ragada Pattice	150 Gms	24
20	Dahi Wada	150 Gms	24
21	Upma	150 Gms	24
22	Potato Wada	150 Gms (2 Pcs)	12
23	Punjabi Samosa	200 Gms (2 Pcs)	12
24	Kothimbir Wadi/ Alu Wadi	150 Gms (2 Pcs)	18
25	Bhel/Shevpuri	150 Gms (1 Plate)	18
26	Veg cutlet	150 Gms (2 Pcs)	24
	<b>LUNCH</b>		
27	Lunch (2 Subji, 1 Dal, 1 Rice Mood, 2 Chappatis)		30
28	Deluxe Lunh(2 Bhaji, Rayta,/, dahi 1 Sweet dish, 1 papad, 2 chappati/4 Puri, rice) pickle		48

29	Dal Bhat (1 Mood & Dal)	100 Gms rice + 50Gms Dal	18
30	Bhaji (From Lunch)	150 Gms	12
31	Bhakari (Jowar, Rice, Nachani)	200 Gms (1 Pc)	20
32	Chappattis ( 2 )	100 Gms (2)	07
33	Dal Wati	100 Gms	12
34	Zunka	150 Gms	20
35	Papad	6 - 8 inches	07
36	Pav Bhaji	200 Gms Bhaji + 2 Pav	36
37	Tak	200 ml	12
38	Dal Khichadi	250 Gms	30
39	Veg. Biryani	250 Gms	30
40	Veg. Pulav(with curry & Papad)	250 Gms	30
41	Rice (one mood)	100 Gms	07
42	Steam Rice	150 Gms	12
	<b>NON-VEG ITEMS</b>		
43	Egg Omlet (singal)	100 Gms	12
44	Egg Curry	200 Gms	24
45	Chicken Masala	300 Gms	42
46	Fish Masala/Fry	300 Gms	42
47	Gravy of Chicken/Mutton/Fish/ Egg	100 Gms	12
	<b>UPWAS ITEMS</b>		
48	Sabudana Wada/Kachori	150 Gms (2 Pcs)	18
49	Sabudana Khichdi	200 Gms	18
50	Fruit Dish	300 Gms	24
	<b>CHINESE ITEMS</b>		
51	Veg.Fried Rice	250 Gms	42
52	Veg. Haka Noodles	250 Gms	48
53	Veg. Manchurian	250 Gms	42
54	Egg Fried Rice	250 Gms	48
55	Chicken Fried Rice	250 Gms	54
	<b>SWEETS</b>		
56	Naral wadi	100 Gms (2 Pcs)	18
57	Gulab Jamun	100 Gms (2 Pcs)	18
58	Moong Halwa	100 Gms	18
59	Gajar Halwa/Dudhi Halwa	150 Gms	24
60	Mohanthal	100 Gms (2 Pcs)	18
61	Pineapple sheera	150 Gms	24
62	Jilebi	150 Gms	24
63	Rava ladu/Bundi Ladu	100 Gms	18
	<b>MILLET FOOD</b>		

64	Vari Upama	150 Gms	20
65	Millet Samosa	200 Gms (2 Pcs)	20
66	Jowar Chilla	150 Gms	20
67	Vari Kheer	150 Gms	20
68	Millet Milk Shake	150 Gms	20

- 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.**

बृहन्मुंबई महानगरपालिका  
कामगार विभाग

ANNEXURE "C"  
(on Rs.500/- Stamp Paper)

**UNDERTAKING CUM INDEMNITY BOND**

We (1) Mr. \_\_\_\_\_ (2) Mr.  
\_\_\_\_\_ and (3) Mr. \_\_\_\_\_  
aged (1) \_\_\_\_\_ yrs. (2) \_\_\_\_\_ yrs. and (3) \_\_\_\_\_ yrs. respectively; Proprietor /  
Partner / Directors / Power of Attorney Holder of the firm  
\_\_\_\_\_ having its office  
at \_\_\_\_\_

\_\_\_\_\_ hereby gives an  
UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the Municipal Corporation of  
Greater Mumbai and/or (Name of other authority) having Registration No.  
\_\_\_\_\_ valid up to \_\_\_\_\_.

AND WHEREAS The Municipal Corporation of Greater Mumbai had published  
the tender notice for the work of \_\_\_\_\_  
\_\_\_\_\_ Ward.

AND WHEREAS I/We want to participate in the said Tender procedure. I/We hereby  
give an Undertaking cum Indemnity Bond as hereinafter appearing.

I/We hereby agree and undertake that my/our Firm is not under any penal action  
such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government,  
Semi Government and Government Undertakings etc.

I/We hereby further undertake to communicate if my/our Firm comes under any penal action such as Demotion, Suspension, Blacklisting, De-registration, etc. by any Government, Semi Government and Government Undertakings etc.

I/We hereby further agree and undertake that, at any stage of tendering procedure, if the said information is found incorrect, it should be lawful for the MCGM to forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The Undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and/or successor and assigns.

Place :

Dated:

Proprietor / Partners / POA  
(Seal of Firm / Director of Co.)

Identified by me

BEFORE ME

## बृहन्मुंबई महानगरपालिका

### कामगार विभाग

#### **REVISED TERMS AND CONDITIONS AS PER M.C.'S SANCTION U/NO.MGC/F/2178 DTD.23.02.2024 AND As per Circular No. CLO/02 dtd.23.04.2024.**

1. Only those persons or firms having 5 years' experience of running a minimum of Grade-II Eating House OR 1 year experience of running the staff canteen of any well-known establishment having 1000 or more employees will only be treated eligible as the tenderer. All the documents, testimonials in confirmation of tenderer previous experience along with satisfactory services rendered by the tenderer from the previous Organization where the tenderer has rendered services shall be attached to the tender copy. Those bidders who are blacklisted by M.C.G.M. will not be eligible to bid.
2. The Corporation shall allow the successful tenderer as the Licensee to use the canteen premises at the Municipal Head office for the purpose of running canteen activity only for the benefit of the members of the staff of the Municipal Head Office, subject to the terms and conditions of the tender.
3. The Licensee shall pay fixed monthly compensation of Re.1/- for occupation of the premises and Re1/- as fixed monthly compensation for the use of Municipal articles, furnitures etc. (total Rs.2/-) monthly before the 10th day of each month. If not paid within stipulated time 15% interest on it will be recovered.
4. The Licensee shall observe all rationing regulations in force from time to time and shall obtain the necessary permits and comply with all rules and regulations of the Food Rationing Authority including submission 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.
5. The Licensee shall have his own ESIC & P.F. Code No. for his contract employees. The Licensee shall abide by all the rules and regulations in respect of P.F. Act and the Workman's Compensation Act, E.S.I. Act, Payment of Wages Act, Factories Act, **GST Act**, The Contract Labour (Regulations & Abolition) Act 1970, MPFA and various other related laws of the Government authority as prescribed from time to time by the concerned authorities and shall be solely responsible for any breach thereof. Xerox copies certified by gazetted officer or notary of ESIC & P.F. Registration certificate, PAN card, certificate under MPFA should be attached.
  - 5a. Valid Registration certificate No. under EPF & MP Act 1952. For Validation submit last 3 months challan copies.
6. Valid Registration certificate under ESIC Act 1948. For Validation submit last 3 months challan copies.
7. The Licensee shall keep the canteen open during such hours as are permissible under the various - statutes of State or Union Government in force. After the closure of the canteen, the servants and the canteen staff shall vacate the premises within 2 hours.
8. The Licensee shall deposit with the Municipal Corporation of Greater Mumbai a sum of ----- (Rupees ----- Only) as security deposit in cash or securities only (not to bear interest) for the due observance and performance of the terms and conditions etc. This amount of

Security Deposit shall be forfeited by the Corporation in the event of the Licensee committing any breach in the observance and performance of these terms and conditions etc. and this license shall stand terminated automatically. If the Licensee shall have duly and faithfully observed the terms and conditions etc. of this agreement and have satisfied all claims properly chargeable against them hereunder upto the date of \_\_\_\_\_ will be returned to this Licensee. If the security deposit is paid in public securities, the value of the same will be calculated as per the general rules in this behalf.

**9.** It will be compulsory for the Licensee to serve both vegetarian and non-vegetarian dishes and composite dishes but in separate sections. The Licensee 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 shall keep sufficient supply of the articles at hand for sale and service. The licensee shall prepare at least **20 items** daily out of the items mentioned at serial no. **1 to 68 in Annexure "B"**. The Licensee shall however not prepare and serve the items of the articles other than the items mentioned in Annexure "B" without obtaining prior permission of the Dy.Municipal Commissioner.

**9 (a)** The Licensee shall not make any alteration in the above rates, weights, quality, quantity, etc. while rendering the service. If the Licensee desires to serve any additional items, he may submit an additional list without changing the order of above items.

**9 (b)** It is hereby agreed by the parties that the variation in the rates as mentioned in Annexure "B" will not be allowed to change except by prior written permission of the Dy. Municipal Commissioner.

**10.** The Licensee shall display the rates of eatables and drinks etc. offered for sale in bold letters at such conspicuous place as may be directed by the Dy.Municipal Commissioner concerned or any other authorized Municipal Officer.

**10(a)** The Licensee hereby agrees that the rates of articles and edible oils used shall be notified conspicuously in the canteen premises.

**10(b)** The Licensee hereby agrees that the quality of all the articles at the above rates is presumed to be the best, any deterioration in quality will be treated as breach of the terms and conditions of this agreement.

**11.** The eatables and articles of food and drinks etc. shall be inspected from time to time by the concerned authorities and if any eatable or article of food or drinks etc. is found to be injurious to health or of a substandard quality, the Licensee shall be liable to pay a penalty of **Rs.2,000/-** on each occasion in addition to whatever amount of compensation that may be awarded by competent authority in that behalf.

**12.** The Licensee shall provide at his own cost dustbins for collection, removal of refuse and garbage and shall as well make his own arrangement for its removal as directed by the concerned authorities.

**13.** The Licensee shall serve eatables and articles of food and drinks etc. without any distinction and reservation of class, caste, creed or religion.

**14.** The Licensee shall make arrangement for refrigeration of drinks and will use such crockery, linen and utensils for cooking sufficient quantities which will meet the approval of the Dy. Municipal Commissioner. He shall however, obtain written permission from the Dy. Municipal Commissioner before installing any other machinery or equipment.



14(a) It is hereby agreed that the Licensee will remove all his utensils, crockery, refrigerators, machine and any other machine put by him with previous sanction of Dy. Municipal Commissioner on expiry of this licensee or on termination of this licensee at his own cost. In failure, the licensor will be at liberty to remove the same at the risk and cost of the Licensee or same may be forfeited.

15. The Licensee shall every day maintain the canteen premises in neat, clean and hygienic condition at his own cost. This will also include daily cleaning of fans, fixtures, fittings, furniture, equipments, etc. provided by the Corporation.

15(a) The Licensee hereby agree that the canteen premises and the utensils thereof shall be daily cleaned. The floor and furniture will be cleaned periodically or often as required by Dy. Municipal Commissioner and shall be washed with disinfectant by the Licensee at his own cost, failing which the Licensor may get the same done at the cost of Licensee after 24 hours written notice.

16. The Licensee shall be responsible for any misconduct on the part of his servants or any nuisance caused directly or indirectly by them.

17. The Licensee shall permit Municipal Authorities at all time to enter the said canteen to make inspection of the following :

Catering arrangement

Quality and quantity of eatables and articles of food and drink, solid and served

Condition of the fittings, fixtures and furniture.

Sanitary arrangements and general cleanliness

Upkeep of the canteen premises.

18. The Corporation is actively considering the proposal to purchase 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. If the Corporation provide such equipment it will be binding on the catering contractors to make use thereof and also bear all the expenses that may be necessary to be incurred on the maintenance, servicing and repairs of such equipment.

19. The Licensee shall be responsible for any damage, loss or injury whatsoever that may be caused at any time to any property of the Corporation or to any person or persons including third party while carrying out his business of running the canteen.

20. The Licensee shall keep the Corporation, their officers and servants harmless and indemnify from and against all losses, suits, damages, suit charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923, their officers or servants may sustain, incur or become liable to pay the reason or in consequence of any injury to any person or to any property either belonging to the Corporation or the third party whether resulting directly through any accident or otherwise to life or property while carrying out the business or running the canteens and when carrying out any repairs or other work pertaining to the said canteens 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 Commissioner.

21. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of any person any right, title, interest whether vested or contingent in the premises of the Corporation and these presents shall in all respects be constructed as and be a license.



22. The Corporation shall in no way be responsible or liable for any damage, loss or injury caused to the property or person of the Licensee or their servants from any cause whatsoever at any time.
23. The Corporation shall not be party to the recovery of payment of any bills or dues from any of the Licensee's customers.
24. This Licensee shall be liable to be revoked, withdrawn or terminated with one month's notice in writing without assigning any reason whatsoever when the Deputy Municipal Commissioner desires to do so.
25. Whenever the License is so revoked, withdrawn or terminated by the Deputy Municipal Commissioner. The Licensee shall hand over vacant and peaceful possession of the premises. In default, the Dy. Municipal Commissioner or the competent Municipal Officer shall be entitled to enter the premises and occupy the same. The Licensee shall not be entitled to any compensation whatsoever on account of the termination of this License.
26. The Licensee shall forthwith, at his own cost and expenses comply with any requisitions, orders and/or notices issued by the Dy. Municipal Commissioner or any other competent Municipal Officer or any other Public Body pertaining to any matters in connection with the business of running the canteen.
27. In all cases of dispute, the Dy. Municipal Commissioner's decision shall be final and legally binding upon the Licensee.
28. Upon breach by the Licensee of all or any of the terms and conditions of this license and/or if in the opinion of the Dy. Municipal Commissioner or the officer duly authorized by him in that behalf, the Licensee and/or his staff is not conducting the canteen business within the premises of the Corporation in a satisfactory manner and/or if the License fee be unpaid for fourteen days whether the same is legally demanded or not, and/or if the licensee is adjudicated insolvent and/or make arrangement with his creditors and/or if any attachment or execution is levied on any of his property, Dy. Municipal Commissioner shall, without prejudice to any other right or remedy to which he may be entitled under this license or law, forthwith cancel this license and forfeit all license fee already paid. Upon the cancellations of this license in the matter aforesaid, the licensee shall forthwith vacate the premises of the Corporation in his occupation and belongings there from except as provided by Municipal Corporation of Greater Mumbai.
29. The Licensee shall not encroach upon the space beyond that allotted to him in any manner. Any such encroachment will be deemed to be the breach of the due performance or observance of these terms and conditions and dealt with accordingly.
30. The Licensee shall not exhibit any signboard, name plate or advertisement within or outside the said canteen premises without the consent of the Dy. Municipal Commissioner.
31. The Licensee shall not assign, transfer or sublet the rights and liberties hereby granted or take any new partner or partners with them without the written consent of the Dy. Municipal Commissioner.
32. The initial period of the License shall be 11 months from the date of handing over the canteen premises to the Licensee. The Licensee shall however, be renewed for a further period of two tenures of 11 months each at the discretion of the Dy. Municipal Commissioner on same terms and conditions.
33. It is hereby agreed that after expiry of the License period, the Licensee may be permitted to run the canteen on same terms and conditions till appointment of new contractor by Municipal Corporation

of Greater Mumbai. However, such permission shall not create any interest or right in favour of Licensee nor will amount to renewal of the old license.

**33A.** The tenderers shall provide all the eatables strictly as stated in Annexure "B".

**34.** The staff employed by the Licensee for managing the said canteen shall be liable to medical examination by the Municipal authorities at the time of employment and at regular intervals thereafter and such members of the said staff canteen as shall be certified unfit to serve in the canteen by the Municipal authorities shall be immediately removed from the canteen service and shall be suitably replaced.

**35.** The articles in the canteen shall be kept covered in suitable fly and rat proof receptacles as shall be approved by Dy.Municipal Commissioner or the officer appointed for the purpose by the Licensor and shall be liable to periodical inspection by the said officer.

**36.** The Licensee shall provide adequate canteen staff for carrying out various canteen activities and services to the satisfaction of Dy.Municipal Commissioner in respect of the adequacy thereof. All the canteen staff shall be provided with uniform, **handgloves** and headgears by the Licensee as directed by the Dy.Municipal Commissioner. On some special occasions the timings of the canteen service would be modified as per the necessity by the Dy.Municipal Commissioner and the Licensee shall provide the canteen service accordingly.

**37.** The Licensee shall provide the catering services to the customers generally on the following timings on all working days from 10.00 a.m. to 6.00 p.m.

**38.** Details of the partnership such as names, address and any special qualification must be submitted along with the tenders.

**39.** The Licensee shall enter into written agreement with the 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. Failing which fine of **Rs. 500/- per day** will be charged.

**40.** The agreement shall continue to in force until determined by one calendar month's notice in writing by either side.

**41.** The Licensee shall not employ any child labour and shall submit list of workers alongwith their ages to the Dy.Municipal Commissioner from time to time and as and when any new employee is appointed.

**42.** The Licensee shall be provided electricity and water free of charge for running the canteen.

**43.** The Licensee shall obtain license to engage contract labours under the Contract Labour (Regulation & Abolition) Act, 1970.

**44.** The Licensee shall have to obtain the License from Health Department and pay the License fees accordingly. However, this being a staff welfare activity, TRC charges are required to be paid by the contractor.

**45.** The Licensee shall provide Trolley service on each floor for food, snacks, tea etc.

**46.** The necessary charges for execution of this Agreement shall be borne by the Licensee

**47.** The Licensee shall pay 11 months Royalty Amount at every time of agreement.

**48.** The Licensee shall pay the GST under RCM @ 18% on the Royalty amount as per Notification No.3/2018 Central tax (Rate) dated 25.01.2018

49. The Royalty Amount will not be refundable in any circumstances if the contract is cancelled.
50. The Licensee will not be reimbursed the taxes, duties, and charges whether now in force or that may be enforced in future.
51. The Licensee shall conduct Pest Control at canteen premises twice in a month at his own cost to keep the canteen premises insect free.
52. If Any Successful Tenderer refuses to continue the Bid process at any stage, then such Tenderer will be ban for three year for any tendering process of MCGM.

Signature of the Tenderer  
Contractor  
Address:

TENDER FORM

To,  
The Municipal Commissioner,  
Brihanmumbai Mahanagarpalika,  
Mahapalika Marg, Fort,  
Mumbai 400 001.

Sub: Sale of rights for running the canteen At -----  
on **Highest Quoted Monthly Royalty Amount** basis over the  
specified rate list and 11 months leave & license basis.

"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 the canteen at -----  
referred to in the specifications and schedule of the accompanying form of contract on  
**Highest Quoted Monthly Royalty Amount** basis offered by me/us sent herewith and  
signed by me/us" (strike out the portions which are not applicable) as per the details in  
Annexure "A" and "B" as a Leave and Licence basis, on payment of fixed monthly  
compensation as indicated below for the rights and shall also supply as may be approved  
by the Dy.Municipal Commissioner eatables and articles of food and drink rates shown in  
Annexure "B".

In addition to the monthly compensation for the occupation of the premises which is  
at present fixed at Rupee 1/- and monthly compensation for using the Municipal articles  
which is at present fixed at Rupee 1/- per month.(To be paid in advance before the 10th of  
each month).If not paid within stipulated time 15% interest on it will be recovered.

I/We have carefully inspected the premises offered for the canteen 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 Chief Labour Officer. I/We hereby agree to abide by the  
said terms and conditions etc.

I/We have paid the necessary deposit (Earnest Money) of Rs.-----

I/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 to refrain from doing so I/we agree not to withdraw the offer constituted by

this tender before the date of communication to me/us of such notice of non-acceptance. I/we agree that if contrary to the agreement contained in this clause, I/we withdraw the tender before the said date or in the event of your accepting my/our tender, 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 Earnest Money Deposit paid by me/us as aforesaid shall be liable to be forfeited.

I/We hereby further agree to pay all the charges in connection with the preparation, stamping and execution of the said agreement to be prepared by the Law Officer of the Municipal Corporation of Greater Mumbai.

I/We also agree to keep this tender open for acceptance for a period of **180** days from the due date of submission thereof.

As regards my/our experience in the catering field E.S.I.C., P.F., **GST** Registration Certificate, PAN card, Certificate under MPFA etc. certified xerox copies by gazetted officer or notary, or M.C.G.M. officer not below the rank of Asstt. Engineer/Administrative officer, necessary testimonials are attached herewith (Refer pg. \_\_\_\_\_ to pg. \_\_\_\_\_).

I/We also declare that I/we have the experience of running the canteens and/or Eating Houses as prescribed under the tender conditions No.1 and I/we also agree to the condition that should if be found that this information is not correct, my/our tender will be liable to be rejected outright and Earnest Money Deposit paid by me/us will stand forfeited.

I/We also further agree to abide by the rules and regulations in respect of all Labour Laws such as P.F. Act and Workman's Compensation Act, E.S.I.C. Act, Shops and Establishment Act., **The Contract Labour (Regulations & Abolition Act, 1970, GST Act,** MPFA and various other related laws of the Government Authorities from time to time and submit the returns to the authorities concerned regularly and the Municipal Corporation of Greater Mumbai 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 hereinbelow 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 way 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 the Municipal Corporation of Greater Mumbai 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 tenderers.

- (1) (a) Whether it is proprietary concern ?  
(b) If so, name and addresses of the owner ?
- (2) If it is a partnership concern, please furnish names and address of all the partners and copy of registration certificate.
- (3) In case of a company, please furnish documentary proof to show that the company is registered.

Signature of authorized  
Person of Concern/Company

Address of the Firm

Name of the Concern/Company  
And Seal.