

BRIHANMUMBAI MUNICIPAL CORPORATION

F/South Ward Office Dr.B. Ambedkar Rd Parel , MUMBAI – 400 012.

**TENDER DOCUMENTS FOR REQUEST FOR PROPOSAL OF HEMODIALYSIS UNIT ON
PPP MODEL (Equip, operate, and Manage)**

**AT THE PLOT CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD,
OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST) under 'Public
Private Partnership' policy**

MUMBAI

BID NO. 2024_MCGM_1031260_1



TO BE DISPLAYED BY 11:00 HOURS ON 11.03.2024 AT PORTAL WEBSITE

[HTTPS://PORTAL.BMC.GOV.IN](https://portal.bmc.gov.in) OR [HTTPS://MAHATENDERS.GOV.IN](https://mahatenders.gov.in)

EXECUTIVE HEALTH OFFICER
"F/S" MUNICIPAL WARD OFFICE
DR. BABASAHEB AMBEDKAR ROAD,
3RD FLOOR, PAREL, MUMBAI- 400 012.

TEL NO. 0222- 4134560 EXT-243

NOT TRANSFERABLE

ISSUED TO M/S _____

This tender document consists of:

Sr.No	Description	Page No.
1.	E-Tender Notice	C - 3 to 4
2.	Section – 2 Preamble	C - 5
3.	Section – 3 Instructions to Vendors participating in e-Tendering	C – 6 to 7
4.	Section – 4 Flow of activities of tender	C - 9
5.	Section –5 Important General Conditions and Instructions to bidder/service providers	C – 10- to 44
6.	Annexure –1 Particulars about the bidder/service provider	C - 45 to 47
7.	Annexure – 2 Tender form	C – 48 to 49
8.	Annexure – 3 Undertaking to be signed by the bidder/service provider (Affidavit)	C -50 to 53
9.	Annexure – 4 PRO-FORMA for uploading details of EMD and Annexure-3	C - 54
10.	Annexure – 5 Comparison of tender specification v/s equipment specification	C - 55
11.	Annexure –06 Authorization letter for attending tender opening	C - 56
12.	Annexure –07 Contract Agreement form (Proforma for Article of Agreement)	C – 57 to 64
13.	Annexure –8 List of approved Banks	C – 65 to 66
14.	ANNEXURE -8 (A) Arbitration and Jurisdiction:-	C – 67
15.	ANNEXURE -8 (B) GRIEVANCE REDRESSAL MECHANISM	C-68 to 69
16.	Annexure –09 Declaration by Contractor	C -70
17.	Annexure- 11 Details of Item Data	C - 71
18.	Technical Specification	C - 72 to 75
19.	Annexure A	C – 76

20.

Header data

C - 77

SECTION : 1
E-TENDER NOTICE
BRIHANMUMBAI MUNICIPAL CORPORATION
PUBLIC HEALTH DEPARTMENT
F/South Ward Office Dr.B. A. Road Parel , MUMBAI – 400 012.
e- PROCUREMENT TENDER NOTICE

No. HO / 39426 / PPP dt. 06.03.2024

The Commissioner of Brihanmumbai Municipal Corporation (BMC) invites e-tenders as given below in three Packet systems i.e. Packet –A (Administrative), Packet-B (Technical)& Packet-C(Commercial) from the dialysis service providers. The tender copy can be downloaded from mahatender portal (<http://mahatender.gov.in>) under e – procurement section after the online payment of scrutiny fee.

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

The bidder/service providers can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

Sr. No	Description	Scrutiny Fees (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1.	REQUEST FOR PROPOSAL OF HEMODIALYSIS UNIT ON PPP MODEL(Equip,operate,and Manage) 325.10 Sq.Mtr. AT THE:-CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST) Bid No. 2024_MCGM_1031260_1	300/- + 18% GST	1,50,000.00	11.03.2024 at 11:00am	02.04.2024 at 15:00pm

Note: Last date for payment of Earnest Money Deposit (EMD) on line is on or before due date and time prescribed.

Date of Opening of Packet A & B (Eligibility)	04.04.2024 Packet A at 15.00 P.M. 04.04.2024 Packet B at 15.00 P.M.
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Date of Opening of Packet C (Commercial Bid)	05.04.2024 Packet C at 15.00 P.M.
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The pre-bid meeting shall be held on 20.03.2024 at 15.00 pm venue of the same is at Executive Health Office,Public Health Department ,3 rd floor , F/South Ward Office Dr.B. A. Road Parel , MUMBAI – 400 012.

The prospective bidder/service providers should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations

received in writing shall 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 modification if any. Authorized representatives of prospective bidder/service provider(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.

The tender document is available on mahatendar portal (<http://mahatender.gov.in>) along with this tender notice. However, the bidder/service provider shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed. The vendors having standing deposit shall also have to pay full EMD amount online.

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 shall be published on the mahatender portal only. No corrigendum shall be published in the local newspapers.

**By Order of the
Brihanmumbai Municipal Corporation**

Sd/-

Executive Health Officer

Address for Communication and Venue for opening of bid :

Office of **Executive Health Office**

F/South Ward Office

Dr.B.Ambedkar Rd Parel ,

MUMBAI – 400 012.

Telephone No-24104919

e-mail:-phdBMC@gmail.com

For detailed tender document please scroll down

SECTION :2

PREAMBLE

REQUEST FOR PROPOSAL FOR SETTING AND RUNNING OF HEMO-DIALYSIS UNIT

Request for Proposal (RFP) for setting and running of Haemodialysis unit at PLOT CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST) Mumbai (purely on charitable basis) under 'Public Private Partnership'. The ownership of the said structure is vested with BMC.

The BMC is planning to develop **Haemodialysis unit** under Public Private Partnership (PPP). The proposal consists of installation and running Haemodialysis Centres at the Municipal premises as listed in section on 'Public Private Partnership' basis (PPP basis). The prospective bidder/service provider shall have intention of running the Haemodialysis Centre on 'caretaker basis', so as to cater the said health services to middle class/needly & poor citizens at a very nominal rate not more than prevailing BMC rates.

SECTION : 3
Instructions to Vendors participating in e-Tendering.

1. The e-Tendering process of mahatender is enabled through its Portal '<http://mahatender.gov.in>'.
2. All the information documents are published under the 'e-Procurement' section of mahatender Portal.
3. All interested Service Provider, are required to be registered with mahatender for e-Tendering process.
4. Manual offers sent by post/Fax or in person shall 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.
5. Please read carefully the document 'Instructions and Articles of Agreement' for setting and running of Haemodialysis Centre As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
6. This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of mahatender portal make part of all tender documents unless stated otherwise in the tender document.
7. 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.
8. All the documents and data submitted by vendors online shall be digitally signed. The system shall prompt for digital signature certificate. It is mandatory for the vendors willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type.
9. **Digital Signature Certificates:** Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach help desk for details.
10. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
11. In order to participate in an e-Tender, the registered Service Provider needs to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of mahatender portal.
 - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
 - c) Login to the application with his credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of mahatender Portal.
 - d) Make payment of tender price online and download the tender document and other relevant information documents.
 - e) Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
 - f) Upload the administrative & technical bid documents. System shall prompt for digital signature certificate while uploading the document.
 - g) Ensure that documents are uploaded properly by downloading them after uploading.

- h) Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
 - i) The administrative, technical and commercial bids can be submitted only online on or before the due date and due time mentioned for submission of bids.
 - j) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
 - k) Ensure that bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.
12. Service Provider should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard shall be entertained.
13. It is the responsibility of the Service Provider to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Service Provider should scan all the documents before uploading the same.
14. The administrative, technical and commercial evaluation documents shall be available for all the participating vendors after completion of the evaluation.
15. Additional information can be availed by referring to FAQs in the e-Procurement section of mahatender portal.

SPECIAL NOTE: BIDDER/SERVICE PROVIDERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON mahatender portal (<https://mahatenders.gov.in>).

All interested Service Provider, whether already registered or not registered in mahatender portal, are mandated to get registered with mahatender portal for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under "e-Procurement".

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

SECTION : 4

FLOW OF ACTIVITIES OF TENDER

- 1.** Issue of Tender notice in the newspapers and tender notice along with tender documents on mahatender portal.
- 2.** Download the tender documents from the Tender section of mahatender portal Module after paying online requisite tender price.
- 3.** Pre-bid meeting, as mentioned in tender notice.
- 4.** Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed.
- 5.** Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by bidder/service provider as per the section No.-4 of this tender document.
- 6.** Administrative offer, i.e. Packet 'A' shall be opened online on the due date and due time as stated in the Header Data
- 7.** Technical offer, i.e. Packet 'B' of only those bidder/service providers who are found to be responsive in the evaluation of administrative offer shall be opened online.
- 8.** Commercial bids i.e. Packet 'C' of only those bidder/service providers who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting shall be opened online.
- 9.** Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
- 10.** After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder/service provider.
- 11.** Payment of Security Deposit, Legal Charges & Stationery Charges within period of fifteen days from the date of receipt of Acceptance Letter by successful bidder/service provider for execution of written contract with payment of requisite stamp duty.
- 12.** Setting and running of Haemodialysis unit described in the specifications and as per terms & conditions.

SECTION : 5

IMPORTANT GENERAL CONDITIONS TO THE BIDDER / SERVICE PROVIDERS

Before filling in the tender, bidder/service providers are requested to go through the "General Instructions to Bidder/service providers", the "Mandatory conditions", all "Annexures" and the "Articles of Agreement" very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1. **Who can quote:**

i) The bidder/service provider should be either a corporate hospital with super speciality facility of Nephrology and ¹Dialysis unit of its own in the Hospital or a company (Manufacturer of dialysis equipment, Limited Company/Private Limited Company / Partnership or Proprietary Firm / NGO / Trust) providing dialysis services with all supportive services and emergency services at the premises of another organization.

The project is designed shall be offered on **Equip, operate, and Manage** mode to the successful bidder/service provider, the bid variable being the cost at which a Dialysis is provided and with type of agreement as follow.

ii) **Turnover :**

The average annual turnover of the bidder/service provider during preceding three financial years shall be minimum **Rs 10,00,000.00** Evidence in the form of certificate issued by Auditor of firm/ Chartered Accountant shall be uploaded during the submission of the tender (PACKET-'A' Administrative).

The tender shall be uploaded only by the bidder/service provider with his own digital signature or authorized representative, in whose name the tender documents is downloaded.

Authorization letter of authorized representative shall be uploaded in packet 'A'.

2. **Amendment to tender documents -**

Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum /corrigendum / clarification and publish it in the news papers and/or on the portal of mahatender. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All bidder/service providers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'.

3. The bidder/service providers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.

4. This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.

5. The bidder/service provider shall offer the best prices for the subject service as per the present market rates and that the bidder/service provider should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the bidder/service provider has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they shall not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.

In the event, if it is revealed subsequently after the allotment of work/ contract to bidder/service provider, that any information given by bidder/service provider, in this tender is false or incorrect, he shall compensate the Municipal

Corporation of Greater Mumbai for any such losses or inconveniences caused to the Municipal Corporation, in any manner and shall not resist any claim for such compensation on any ground whatsoever. Bidder/service provider/bidder/service providers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."

Affidavit shall be uploaded in this respect as per annexure -3.

6. Bidder/service provider shall not have been debarred/ black listed by M.C.G.M. / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder/service provider due to violation of terms and conditions of the tender allotted to Bidder/service provider which amounts to cheating /depicting of malafide intention anywhere in M.C.G.M. or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC shall be at discretion to take appropriate action as it finds fit.

7. **Tender Price** Tender price is mentioned in tender notice and shall not be refundable.

8. **Validity** The validity of the offer should be for at least 180 days from the date of the opening of the tender.

9. **Payment of Earnest Money Deposit (E.M.D.).**

The bidder/service provider shall have to pay EMD of **Rs.1,50,000.00** online only. The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD shall be given in SRM.

10. **Refund of E.M.D.**

The condition of refund of Bid Security or EMD incorporated in SBD, is as follows:-

i. The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.

ii. The Bid Security / EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but the EMD/ASD submitted by L-2 bidder will be returned after obtaining Standing Committee Resolution.

11. **Acknowledging communications**

Every communication from the Executive Health Officer Municipal Corporation of Greater Mumbai to the bidder/service provider should be acknowledged by the bidder/service provider / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the bidder/service provider / quotationer / supplier

12. **Where and how to submit the tender**

The tender documents with details as specified in the tender notice must be submitted online in tender section of mahatender as per the instructions available on mahatender Portal for online submission of e- tender.

13. **Documents to be uploaded:**

Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded. The documents shall be attested from Gazetted officer of the State/Central Government or from the Officer of MUNICIPAL CORPORATION OF GREATER MUMBAI not below the rank of Assistant Health Officer /Administrative Officer before scanning & uploading the same in Packet -A & B.

14. Authentication for documents

The responsibility to produce correct and authenticate documents rests with the bidder/service provider. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said bidder/service provider and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the bidder/service providers' dues.

15. Translation of certificates

If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above and certified by the official translator shall have to be uploaded along with a copy of the original certificate.

16. Sign and seal

Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder/service provider and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder/service provider which shall include acceptance of special directions/terms and conditions if any, incorporated.

- I. If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.
- II. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.
- III. If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.

17. Name of Partners

All bidder/service providers must disclose the names and addresses of their partners, if any, in the particular contract. Any bidder/service provider failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite penal action including black-listing.

18. Firms with common proprietor /partners or connected with one another either financially or as master and servant or with proprietor/partners closely related to each other such as husband, wife /father/mother and minor son/daughter and brother/sister and minor brother/sister shall not tender separately under different names for the same contract.

19. Unconditional offer

Bidder/service providers shall quote a firm & unconditional offer. Conditional offers shall not be considered and shall be treated as non-responsive. Bonus/complimentary / discount offer given with condition shall also be rejected. Bonus/complimentary / discount offer given without any condition shall not be considered for evaluation of comparative assessment. The net price quoted shall only be considered for determining the lowest bidder/service provider irrespective of unconditional Bonus/complimentary / discount offer.

20. Contradictory Clause in tender

Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations"etc. shall be rejected outright.

21. Alternative clauses in tender

No alteration or interpolation shall be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the bidder/service provider, his tender shall be rejected.

22. Rejection:-

The tender may be considered incomplete, irregular, invalid and liable to be rejected Unless,

- I. It is signed/ digitally signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:
 - a) Tender form and annexures as stipulated in Packet A, a b d item data in packet 'C'.
 - b) Name and Address of all the partners as given in the tender.
 - c) A certified copy of the Sales tax Registration certificate is produced along with the tender if applicable.
 - d) Past performance report is furnished in packet 'B'.
 - e) The drawings/ literature brand, make and year of manufacturers, ISI registration number as applicable are furnished.
- II. Stipulated validity period less than 180 days.
- III. Stipulated its own terms and conditions.
- IV. Particular furnished by bidder/service provider are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the bidder/service provider fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.

23. Firm price

The prices quoted shall be firm and no variation shall be allowed on any account whatsoever.

24. Variation in rate

Bidder/service providers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on

any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.

25. **The Three Packet system**

The bidder/service provider should upload tender in three Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Bidder/service providers are requested to submit all required documents while submitting tender itself.

Packet - "A" : (Administrative Bid)

The Packet 'A' shall contain the following:-

- the (Scrutiny of this Packet shall be done strictly with reference to only scanned copies of documents uploaded online).
- The bidder/service provider is allowed to register himself in BMC tendering system by giving administrative documents as prescribed so that for every tender, he need not be required to upload such documents. Such registration shall be valid for a period of 3 years. Same is renewable for further terms if required. The registered vendor shall submit self declaration that there are no changes in the documents submitted for the registration till the date of submission of this tender. If there is any change, same should be updated and or such change documents be submitted along with tender document.
- The bidder/service provider who has not registered, shall upload the original documents duly scanned on or before the due date and time of the submission. The bidder/service provider must ensure that the uploaded documents shall be clean and readable.

Documents to be submitted by the bidder/service provider.

- a) Valid Bank Solvency Certificate for minimum of **Rs.2,00,000.00** issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than **06** months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.

SOLVENCY CERTIFICATE CHART:-

Sr.No.	Estimated Cost 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.	Upto 05	01 Lakhs

- b) Sale Tax Registration Certificate in Maharashtra or equivalent requirement under GST if applicable.
PPP Partner will have to pay rent and as per GST Circular on rent PPP Partner will have to pay GST as per Govt. Guidelines
- c) The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co- operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be.
- d) Certified copy of latest partnership deed in case of partnership firm.
- e) Firm/Company/Sanstha Registration Certificate.i.e.
- i) Power of attorney in case of Partnership firm/Public Limited Company /Private Limited Company/Society/Government undertaking.
 - ii) Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be.

Note:-The Registered Power of Attorney if any registered with Chief Accountant (BMC) shall be accepted.

- f) The bidder/service provider shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration certificate

under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure 3.

g) Valid and correct e-mail ID of the bidder/service provider for communication in respect of this bid shall be provided in Annexure 1.

h) Bidder/service provider shall download tender document along with the tender form and all annexures i.e. annexure 1,2,3,4,5,6,7,8 and 11 Annexure A only from mahatender portal to participate in tendering process. Bidder/service provider shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.

i) Chartered Accountant's Certificate for turnover of the bidder/service provider for preceding three financial years.

Mandatory Documents:-

1. Annexure - 1

2. Affidavit as per Annexure - 3

Bidder /service providers are also requested to scan and upload the above said documents in Packet 'A', Tender Document.

If the bidder/service provider fails to submit the mandatory documents, his Packet 'B' shall not be opened and his bid shall be rejected out-rightly.

Note :-

- the If the bidder/service provider has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the bidder/service provider shall be intimated to comply with the said requirements (except mandatory documents) within 7 days by e-mail on e-mail ID provided by the bidder/service provider. Bidder/service provider in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder/service provider shall be noted that the penalty of Rs.2000/- per shortfall document except mandatory document shall be imposed for not uploading all required documents as called for in writing through email correspondence.

If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidder/service providers e-mail ID is not complied or in return reply e-mail of shortfall is not received by BMC, for such lapses within given period, BMC shall not be responsible and it shall be treated as non compliance of the shortfall from the bidder/service providers end and 10% EMD shall be forfeited or bidder/service provider have option to pay equal amount directly and their offer shall be treated as non responsive.

Packet - "B" : (Technical Bid)

the e- Packet 'B' shall contain the copies of the following documents:-

- (Scrutiny of this packet shall be done strictly with reference to only the scanned copies of original documents uploaded on-line e- tenders).
- The bidder/service provider shall not disclose/quote the rates of items in Packet 'B'. In case of such indication of rate by the bidder/service provider in this packet, the tender shall be rejected out rightly and the EMD shall be forfeited.
- The bidder/service provider must scan and upload the following currently valid documents on/or before the due date and due time of tender.

1. Technical offer with scope of supply without indicating price.

2. Technical Brochure for quoted model having technical specifications.

Mandatory Documents:-

Annexure -5- Comparison of tender specification v/s equipment Specification.

If the bidder/service provider fails to submit the mandatory documents as stated above in

Packet 'B', then their Packet 'C' shall not be opened and their bid shall be rejected outrightly.

Note :-

- If the bidder/service provider has not uploaded all the required and necessary documents as prescribed in Packet 'B', then the bidder/service provider shall be intimated to comply with the said requirements (except mandatory documents) within 7 days by e-mail on e-mail ID provided by the bidder/service provider. Bidder/service provider in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder/service provider shall be noted that the penalty of Rs.2000/- per shortfall document except mandatory document shall be imposed for not uploading all required documents as called for in writing through email correspondence.
- If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidder/service providers e-mail ID is not complied or in return reply e-mail of short fall is not received by BMC, for such lapses within given period, BMC shall not be responsible and it shall be treated as non compliance of the shortfall from the bidder/service providers end and 10% EMD shall be forfeited or bidder/service provider have option to pay equal amount directly and their offer shall be treated as non responsive.

Packet - "C" : (Commercial Bid)

The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.

Packet 'C' shall be automatically generated as per lowest rate of Dialysis. Bidder/service provider(s) Bidder should quote Dialysis rate not more than 1100/- (which is mentioned in BOQ)

26. TAXES & DUTIES

- a) If there is any increase in above taxes/duties during the period of contract repayment claim shall not be entertained by BMC.
- b) GST and other state levies/cess which are not subsumed under GST will be applicable. The Tender shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the Tenderers ,falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes Duties/ Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates;

PPP Partner will have to pay rent and as per GST Circular on rent PPP Partner will have to pay GST as per Govt. Guidelines

27. **Pre-bid Meeting:**

If required by BMC and depending upon the nature of work, the pre-bid meeting shall 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 shall be published on the mahatender portal only. No corrigendum shall be published in the local newspapers.

The prospective bidder/service provider(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.

Only suggestions/observations received in writing shall 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 bidder/service provider(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 bidder/service provider. 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.

28. **Procedure for the opening of the tender:**

Packet-'A' (Administrative bid) shall be opened online on the due date and due time as stated in the header data in SRM when the bidder/service provider or his authorized representative shall be allowed to remain present. Packet 'B' shall be opened only if administrative offer in Packet 'A' is acceptable. Packet 'C' shall be opened only if the administrative & technical offer in Packet 'A & B' is acceptable. In case the administrative and technical offer in Packet 'A' & 'B' is found not acceptable or found incomplete, then Packet 'C' shall not be opened and offer shall be kept out of consideration.

The date and time of the opening of Packet 'B' & 'C' shall be intimated to the responsive bidder/service provider via mail. No complaint for non receipt of such intimation shall be entertained.

29. **Acceptance of Tender:-**

The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner do not pledge himself to accept the lowest or any tender. The Municipal Commissioner reserves the right to split the quantity amongst the eligible bidder/service providers and to relax/stringent any of the conditions of the tender without assigning any reasons. The Municipal Commissioner reserves right to reject any or all tenders without assigning any reasons

30. **LETTER OF ACCEPTANCE :-** The user department shall issue letter of acceptance within 15 days from the receipt of Improvement Committee and Corporation resolution sanction.

31. **Performance**

- a) The Successful Bidder/service provider shall treat duly at least 40% Municipal referred patients out of total Haemodialysis patients treated at the centre. This shall be mandatory condition of this tender.
- b) The Service Provider shall treat the patients as per the rates quoted by the successful bidder or rates as per the BMC or less than, BMC. BMC charges for Hemodialysis would be review from time to time.
- c) The cost of consumables should not be charged separately, the bidder amount should include the logistics & consumables. Also if the Municipal

rates for consumables required for Haemodialysis treatment are revised in future then the same shall be considered and applicable for this Tender from the date of enforcement as declared by the Director (ME&MH).

- d) The PPP Partner shall however be free to provide the benefits under insurance scheme as Mahatma Phule Jan Arogya Yojana or any such schemes that might be made applicable by the State / Central Government / BMC from time to time for providing medical treatment to citizens covered under such schemes and may charge the patients as per the admissibility of such schemes for which special separate records shall be maintained. Under no circumstance any amount over above contained in such schemes shall be recovered from the patients.
- e) The Successful Bidder/service provider should adhere to the dialysis norms formulated by "Indian society of Nephrology".

32. TECHNICAL CONTROL OF THE WORK :

The bidder/service provider is required to submit a proposal, how they shall set up the Haemodialysis Centre in the provided space of the Hospital/dispensary/maternity home/welfare centre including the following details.

- a) **Technical Approach and Methodology and work plan:** Summary work plan to set up Haemodialysis center in the available hospital space giving room wise details of alteration/ modifications in the building structure if required. Details of the use of the rooms and space like provision of rooms for ward, rooms for storing used and unused dialyzers and processing rooms for reusable ones separately for sero-positive and sero-negative cases, linen store, drugs store, reception, nursing area, procedure room, laboratory and toilets etc. should be intimated. Number of machines to be installed should be mentioned. Provision for treatment room for emergencies arising during dialysis with all emergency equipment should be informed.
- b) **Organization and Staffing:** Propose structure and composition of team including detailed task list and number of the consultants, specialists, medical officers, nurses, technicians and other required man power with qualifications and experience is to be intimated.
- c) **RO Plant:** The quality of RO water should be as per AAMI standards. The RO water shall be tested in any NABH accredited laboratory every three month.
- d) **Equipment details:** List of the equipment with the numbers to be procured for this centre by the Service Provider have to be submitted. All the dialysis machines and defibrillator are expected to be of the FDA/CE approved quality and as per BMC specification. Separate dialysis machines should be available for sero -positive and sero- negative patients.
- e) **Dialysis Machines:** All the dialysis machines to be installed in the centre should be with volumetric UF control system, facility of NIBP along with remote monitoring hardware and software.
- f) **The type of dialysis:** All the patients are to be provided bicarbonate dialysis only.
- g) **Dialyser specifications:** the dialyser used should be 1.3 sqmpolysulfone/ polyethersulphone/ PAN or equivalent quality.
- h) **Dialyzer re-processing unit:** the Service Provider shall have dialyzer re-processing machine of FDA/CE approved for re-processing the dialyzer before re-use. The dialyzer should not be used for more than ten times or 70% of fibre bundle volume whichever is achieved earlier.
- i) **Fixed time frame to complete the project:** Maximum time expected to complete and start the functioning of Haemodialysis Centre is **3 months from the date of award** of the contract.

Practical & genuine difficulties which are beyond the control of PPP partners, then it is the responsibility of PPP partner to bring it to the notice of Executive Health officer in writing. If the department is satisfied extension can be considered.

The Successful Bidder/service provider shall inform BMC about installation of Centre. A Committee comprising of Ex. Health Officer, C.A., Law Officer or any such officer authorised by Additional Municipal Commissioner in charge of Health shall inspect the centre after intimation regarding installation is received. After inspection and permission from Executive Health Officer, the service provider shall be allowed to start the centre. Also the Committee shall inspect the centre periodically to review performance of the centre for which register shall be maintained. If any defect is observed in any of the Haemodialysis Centre, the Successful Bidder/service provider shall rectify & repair it within 72 hours at his own cost But it is also necessary to make alternate arrangements during breakdown period.

33. Fees/Deposits/Finance

- I. Security deposit to be paid to BMC amounting to Rs.7,50,000.00.
- II. The lease of Re.1/- per sq. mtr per annum as fixed by BMC shall be paid by the Successful Bidder/service provider yearly.
- III. All taxes including property taxes, non-agricultural tax, duties, fees, fee charges, cess, deposits, premium charged by any Principal Authority/the centre and the State Govt or any other competent/statutory authority/authorities in the matter of structure/centre, premises as well as in the matter of the Haemodialysis activity being run from the structure/centre premises and the above shall include the water and electricity charges in respect of the water consumed and electric energy consumed shall be borne by service provider/bidder.
- IV. The Successful Bidder/service provider shall have to make arrangements for financing the said work.
- V. M.C.G.M. shall not stand as guarantor for repayment of loans secured by the Successful Bidder/service provider.
- VI. The Successful Bidder/service provider shall not be entitled to any special tax concessions or any other concessions as a result of undertaking the proposed work, other than those declared by the M.C.G.M. or the Government of India upto the last date of sale of blank bid document.
- VII. All fees, charges, deposits charged by any municipal departments including Cost of preparation of legal documents for agreement shall be borne by service provider/bidder.

34. Penalty

- a) Maximum time expected to complete and start the functioning of Haemodialysis Centre is 3 months from the date of award of the contract and handing over the premises. After the expiry of three months Rs. 5000/ per week shall be recovered as the penalty for delay of the project for next 3 months. When the delay is not a full week or in multiple of a week but involves a fraction of week, compensation payable for that fraction shall be proportionate to the number of days involved. After 3 months of penalty period the deposited performance security may be forfeited and contract may be given to the next bidder/service provider or re-tender may be done.

The Additional Municipal Commissioner in charge of Health having satisfied himself that the delay has occurred because of the circumstances beyond the control of the Successful Bidder/service provider, may grant suitable extension to the completion

period without imposing the penalty subject to submission of specific request from the Successful Bidder/service provider provided that the Successful Bidder/service

provider agrees not claim any compensation for the same. The decision of the Additional Municipal Commissioner in charge of Health shall in this respect be final & binding.

- b) The Successful Bidder/service provider shall not abandon or discontinue to run the Haemodialysis Centre and shall install and run the centre. In case the said installation is abandoned and/or discontinue to run the centre at any point of time during the lease period, the Additional Municipal Commissioner in charge of Health shall give one month's notice calling upon them to start/continue running the centre and if the Successful Bidder/service provider fails to recommence the running of centre within the stipulated period mentioned in the notice, partly installed centre/or completed centre shall vest in the Brihanmumbai Municipal Corporation and Brihanmumbai Municipal Corporation shall not be liable to pay any damages or compensation to the Successful Bidder/service provider and the Brihanmumbai Municipal Corporation shall fully be at liberty to complete and make use of the centre in a manner as deemed fit in public interest at the risk and cost of the Successful Bidder/service provider and this shall be without prejudice to and in addition to such other actions as may be considered necessary by Brihanmumbai Municipal Corporation.
- c) The installation & running of Haemodialysis Centre shall be strictly as per specifications of Brihanmumbai Municipal Corporation. If during installation & running of Haemodialysis Centre, if it is found to Committee appointed by BMC that the performance of the centre is unsatisfactory, the Additional Municipal Commissioner in charge of Health or his authorized representatives shall be entitled to take action after giving the Successful Bidder/service provider 1 month's notice in writing. The Successful Bidder/service provider shall have no claim for compensation for any loss sustained by him owing to such an action.
- d) In the event of breach of any of the terms and conditions of this agreement by the Successful Bidder/service provider the Additional Municipal Commissioner in charge of Health or any other officer appointed on his/her behalf shall give one months' notice to the Successful Bidder/service provider to rectify the breach/breaches. Failure on the part of the Successful Bidder/service provider to rectify the breach within this month's period shall cause the Additional Municipal Commissioner in charge of Health to terminate the agreement between the Successful Bidder/service provider and the M.C.G.M.
- e) In case of any disputes the matter should be referred to the concerned department of M.C.G.M. namely Dy. Municipal Commissioner(health) then to Additional Municipal Commissioner in charge of Health and if not satisfied by the decision of Additional Municipal Commissioner in charge of Health, the appeal can be made before the Municipal Commissioner, Commissioner's decision shall be final.
- f) In case of any doubt regarding the interpretation of any of the Terms and Conditions etc. of this scheme, the Commissioner's decision shall be final and binding.

35. DEFECT LIABILITY :

The prospective bidder/service provider shall be entirely responsible for maintenance & operation of Haemodialysis Centres and other equipments such as A.C., generator installed in unit. If any defect is observed in any of the Haemodialysis Centre, the Successful Bidder/service provider shall rectify & repair it within 72 hours at his own cost.

36. PERIOD OF THE PARTNERSHIP CONTRACT

- I. Initial Lock-in period shall be for five years, thereafter extendable for another 5 years on renewable after 5 years basis on the same terms and conditions, if agreed upon by both the parties, total term not more than 10 years.
- II. No subletting of part or whole of the process/infrastructure/ services shall be allowed.
- III. On expiry of the contract, the Service Provider shall take away all equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided by owner. After expiry of contract term, a grace period of 4 weeks shall be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this period the Medical Superintendent shall be at liberty to dispose off the same as deemed fit.

37. **Blacklisting**

The firm shall be black-listed, if it is found that:-

- I. Forged documents are submitted **OR**
- II. If it becomes responsive on the basis of submission of bogus certificate/information. **OR**
- III. In case of non-satisfactory of services.

38. Contract:

Contract means the Contract Agreement entered into between the Purchaser, henceforth called Municipal Corporation of Greater Mumbai or BMC, and the Service provider, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Service provider. The date of the Contract Agreement shall be recorded in the signed form.

Bidder/service provider must distinctly understand:

That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful bidder/service provider shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

39. Security Deposit:-

Security Deposit shall be paid by the service provider and it shall be retained till the completion of contract period.

- I. Security Deposit shall be either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee from the Bankers approved by the Brihan-mumbai Municipal Corporation & same shall be retained upto completion of Contract period.
- II. The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the bidder/service provider/supplier furnishing the banker's guarantee.
- III. The Bankers Guarantee shall be valid for the period of Three years initially .
- IV. If Bankers Guarantee towards Security Deposit is not renewed 3 months prior to expiry, then Bankers Guarantee shall be forfeited without any notice to that effect and bidder/service provider shall be liable for penal action like blacklisting etc.

40. Refund of Security deposit

Security deposit shall be refunded only after completion of contract.

41. Statutory and Legal Framework

The Dialysis unit shall be governed by all existing bio medical, statutory and legal laws governing dialysis centre. The dialysis centre along with the hospital or independently as the case and situation may apply shall get itself certified for/obtain the following certificates,

1. Building Permit
2. No objection certificate from Chief Fire Officer
3. Indian Medical Council Act and Code of Medical Ethics, 2002
4. Drugs and Cosmetics Act, 1940
5. License under Bio-medical Management and handling Rules, 1998
6. Right to Information Act
7. Consumer Protection Act, 1986

The service provider shall be responsible for procurement and management of all statutory and legal requirements for the dialysis centre.

The service provider is responsible for adherence legal and regulatory compliances

Any loss arising from inadequate compliance to legal and regulatory norms are to be borne by the service provider.

The service provider is absolutely responsible for any legal risk arising out of employee disputes. Employees of the service providers cannot claim themselves as employees of the government and are not liable for any facilities and perks provided to government employees.

Provision of Consumer Protection Act and RTI Act shall applicable to the Service rendered by Service Provider. All the Laws of land including Minimum Wages Act, ESI Act, EPFO Act etc., shall be followed by Service Provider.

All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Bidder/service provider and in no way BMC shall be held responsible. Also the Bidder/service provider running the said unit shall have a tie up with Incentive Care Unit and ambulance service in the vicinity to treat the patients in case of emergency.

The Bidder/service provider shall indemnify the BMC for any eventualities/legal complications/disputes for running the said Centre

The Successful Bidder/service provider shall at all times duly observe the provisions of Employment of Children Act XXVI of 1938 and any other similar Acts and any re-enactment or modification of the same and shall not employ or permit any person to do any work in contravention of the provisions of the said Acts.

The Successful Bidder/service provider shall submit the copy of workmen's compensation insurance policy to the Commissioner.

The Successful Bidder/service provider shall fulfill his / their obligations undertaken by him/them to the entire satisfaction of the Municipal Commissioner.

The Successful Bidder/service provider shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property of the employee or to the third party while running the Haemodialysis Centre and all such damages, injury or losses to the life or to the property shall be made good immediately by the Successful Bidder/service provider to the satisfaction of the Commissioner. The M.C.G.M. shall not be responsible for the same.

The Successful Bidder/service provider shall keep the BMC, their officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands, whatsoever including claim under the workmen's compensation Act 1924, their officer or servants may sustain, incur or become liable to pay by reason in consequence of any injury to any person or to any property either belonging to the Employer whether resulting directly through any accident or otherwise to life or property. The Indemnity Bond and the agreement regarding the works shall be in the form, which may be prescribed by the Commissioner and shall be executed by the party within one month from the receipt of acceptance letter by it.

42. Execution of contract

In the event of the tender being accepted, the full amount of the Security deposit must be paid and the contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Executive Health Officer should be informed accordingly.

In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Executive Health Officer should be informed accordingly.

Bidder/service providers failing to pay the Security deposit and/or failing to submit all the documents to execute the contract within 15 days from the date of receipt of Letter of Acceptance of the Bid, shall be deemed to have committed a breach of the undertaking given by them in their tender and then the EMD shall be forfeited, along with the penal action including blacklisting of the bidder/service provider. His tender shall also stand rejected. Without the contract being executed, no bills shall be admitted for payment.

43. Execution of contract should be with the competent authority of the owner of that place. For e.g. Executive Health Officer or Asst. Commissioner.

44. Payment of legal and stationery charges:

These charges are to be paid by the successful bidder/service provider on receipt of acceptance letter for the supply of the material as per prevailing circular.

This can change and the successful bidder/service provider shall have to pay the applicable legal charges at the time of award of contract.

Sr. No	Contract Value (in Rs.)	Legal Charges and Stationery Charges (in Rs.)
1.	Upto 3,00,000	Rs. 10,380/-
2.	3,00,001/- to 20,00,000/-	Rs. 16,570/-
3.	20,00,001/- to 1,00,00,000/-	Rs. 20,720/-
4.	1,00,00,001 to any amount	Rs. 93,920/- Max.

However, contractor should pay the legal charges and stationary charges prevailing at the time of award of contract.

45. Stamp duty:-

The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder/service provider and accordingly the successful bidder/service provider shall have to pay the stamp duty on contract agreement as per the Government Directives.

The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of "Stamp Duty Act 1958" (amended till date). The present rate of stamp duty is as follows.

Sr.No	Amount (Rs)	Stamp duty (Rs)
1.	<u>Where the amount or value set forth in such contract does not exceed Rs. Ten Lacs</u>	<u>Rs. Five Hundred Stamp duty.</u>
2.	<u>Where it exceeds Rs. Ten Lacs</u>	<u>Rs. Five hundred Plus Rs. one hundred for every one lac or part thereof. Above Rs. Ten lacs subject to the Max. Of Rs. Five lacs.</u>

0.5 percent for the amount secured by such deed (Bankers Gurantee) subject to maximum of ten lakh rupees.

46. Contract Postponement

Postponement of the payment of the full Security deposit or the execution of the contract shall not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the bidder/service provider and which they may wish to transfer as a Security deposit under this contract. Such transfers shall not, under any circumstances, be permitted.

47. Secrecy

The bidder/service provider shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the bidder/service provider.

48. **Compliance with security Requirement**

The Bidder/service provider shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.

49. **Confidential Information**

- I. The drawings, specifications, prototype, sample and such other information furnished to the bidder/service provider relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the bidder/service providers,

such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the bidder/service provider shall continue to be the property of the BMC.

- II. Bidder/service providers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS / RTGS / NEFT only. Successful bidder/service provider, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Bidder/service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.200/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the bidder/service provider/supplier must intimate such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records.

50. Jurisdiction of courts

In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.

51. M.C.G.M. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the Redressal of grievances of bidder/service providers/prospective bidder/service providers/ related to procurement. The bidder/service providers/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/-. The details of 'Procurement Redressal Committee' are given in Annexure-10.

However, Municipal Commissioner has right to reject the request of bidder/service provider to allow to approach for Procurement Redressal Committee.

52. The Municipal Corporation reserves its right to inspect the existing setup of services provided by the company as and when required.
53. All the above conditions should be strictly adhered to failing which the tender shall be treated as non-responsive and no correspondence shall be entertained in the matter.

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

Sr No	PACKET A	Sr No	PACKET B
	Description of Document		Description of Document
1	Annexure – 1 Particulars of the Bidder/service provider	1	Annexure -5 Comparison of tender specification v/s equipment specification
2	Annexure – 2 Form of undertaking of Mandatory Conditions	2	Technical brochure of quoted model
3	Annexure -3 Undertaking to be signed by the Bidder/service provider		
4	Annexure – 4 PRO-FORMA for uploading details of EMD, Annexure-3		
5	Solvency Certificate		
6	Firm/Company/ Sanstha Registration Certificates		
7	GST and CST Registration Certificate as applicable. (Only for Indian Bidder/service provider)		
8	Pan Card with Photograph.(Only for Indian Bidder/service provider)		
9	C.A.'s certificate for turn over of the bidder/service provider		
10	Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)		
11	Partnership deed		
12	Annexure-06 Authorization letter for attending tender opening		
13	Annexure -07 Instructions to the bidder/service provider and Articles of Agreement duly signed		
14	Annexure-08 List of Bank		
15	Annexure-9 Declaration of the contractor		
16	Annexure-10 Grievance Redressal Mechanism		
17	Valid Registration Certificate under ESIC Act 1948.		
18	Valid Registration Certificate under EPF & M Act 1952.		

SCOPE OF WORK

Installation & running Haemodialysis Centres at Municipal property (on caretaker basis) under 'Public Private Partnership'.

The property / built up structure are known as PLOT CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST) The ownership of the said structures is vested with BMC.

The proposal consists of installation and running Haemodialysis Centres at the Municipal premises of this bid on 'Public Private Partnership' basis (PPP basis) as per terms & conditions and as per bidder price. The prospective service provider (bidder/service provider) shall have intention of running the Haemodialysis Centre (on caretaker basis basis, so as to cater the said health services to middle class/needly & poor citizens as per Municipal and Government policies).

The Successful service provider shall offer to treat the Haemodialysis patients as below :

- Category - 1 BPL patients, Yellow, orange ration card holders, Antyoday Anna yojana, Annapurna Yojana, Ration card family etc. should be provided free hemodialysis.
- Category – 2 Mahatma Phule Jan Aarogya Yojana, Pradhan Mantri Jan Aarogya Yojana, State & Central Govt. Insurance schemes etc. beneficiaries should be provided Hemodialysis as per terms & conditions of respective insurance policies.
- Category – 3 The patients other than above two categories should be charged as per the bidder price of Hemodialysis tender OR not more than Rs. 1100/- which is base price. The Hemodialysis charges should include all the material / Injection costs / Medicine & all relevant things (Investigation & doctors charges)
- Under no circumstance any amount over above contained in such schemes shall be recovered from the patients (Category- 1, 2 & 3 patients)
- The PPP Partner shall however to provide the benefits under insurance scheme or any such schemes that might be made applicable by the State / Central Government / BMC from time to time for providing medical treatment to citizens covered under such schemes and may charge the patients as per the admissibility of such schemes for which special separate records shall be maintained.
- The record of all three category patients should be maintained on permanent basis. It is responsibility of bidder to get the empanellment in Mahatma Phule Jan Aarogya Yojana or any other Govt. Insurance Scheme. BMC will not be responsible for getting empanelment for the Successful Bidder

(Following introductory details of the Hospital)

Name of project	Setting of Haemodialysis unit on PPP Model
Type of PPP	Equip, Operate and Manage
Brief Description	Haemodialysis unit with all Dialysis services to be run from CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST)
Location of The Hospital	CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST)
Total area available For Dialysis centre	325.10 Sq.Mtr.
Total Dialysis machines expected for the Centre	40
Availability of area for R.O. Plant	R/O plant to be installed in above mentioned area.
Availability of dedicated water supply for R.O plant and Dialysis unit	Water supply available.
Availability of dedicated power supply for the unit	Power supply available.
Availability of centralized oxygen supply for the unit	Centralized oxygen supply not available in the for the unit identified site, only oxygen supply available by cylinder
Present Status of infrastructure	As is where is basis
Capital Project Cost.	Cost of the Land and already constructed Building fixtures and fittings have been borne by BMC. However, if any modification and/or addition in infrastructure is required, it shall have to be done by the Service Provider at his own cost, after obtaining prior approval of BMC. The PPP Partner shall not make any additions and alterations in the premises allotted to him without obtaining No Objection Letter from the Executive Health Officer. Any change in the approved plan shall be in accordance with the proper approval for such change in approved plan should be obtained from the building proposal department of the BMC by applying under section 343 of MMC Act. The PPP Partner shall not carry out any additions / alterations / changes without obtaining such permission. Any deviation from this process shall be considered as violations of agreement conditions and the PPP Partner shall be liable for termination of agreement.
Equipment and recurring Cost	Cost of procurement of all Equipment Including accessories, consumables and running cost to be borne by Service Provider
Financial Bidding	Based on the percent discount offered on the latest BMC rates for Haemodialysis.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

A. Obligations of the M.C.G.M.

1. In view to provide the freedom of work, in dependency, and minimum interference the Hospital authority/ Public Health Department shall only provide the Service Provider a portion of the hospital premises where additional space is created with erection of prefab structure or porta cabins on as is where is basis, as mentioned above along with already installed fixtures, fittings, electricity and water supply. The Hospital shall undertake no new civil, electrical or any other work. (Site can be visited and inspected before submitting tender, with prior appointment with EHO etc.)
2. BMC shall make available a built up area for setting up of the said unit. The said premises shall be handed over to the Bidder/service provider for a period of 10 years only on care taker basis, renewable after every 5 years. The Bidder/service provider shall note that the premises including the structure is the property of BMC and no any claim, charge, lien, etc. be created for the said premises. On expiry of lease period or on event of cancellation of lease, the said premises shall be handed over to BMC.
3. The Hospital /Public Health Department shall provide physical infrastructure on as is where basis for the specified area . (It shall be listed at the time of signing of contract)
4. No new medical, non-medical, civil or electrical or any other service shall be procured or job shall be taken up by the Hospital for the area allocated to the Service Provider. Service Provider shall make his own arrangement for all requirements at his own cost.
5. The Medical Superintendent of The BMC Hospital / Public Health Department shall nominate a Liaison Officer to co-ordinate with the Service Provider.

B. Responsibility of the Service Provider

1. The bidder/service provider shall establish a Haemodialysis unit and associated services/ facilities and provide work force and material to operate it at his own cost. This shall be in the specified space in the Hospital building, which shall be provided by the public partner i.e. The BMC Hospital / Public Health Department. The Bidder/service provider shall set up Haemodialysis machines as per specifications of BMC in the said unit and provide all the required facilities such as manpower, setting up a A.C. plant, required machinery etc.
2. The Bidder/ Service Provider who are not defaulters shall be entitled/ allowed to take part in the tender process.

3. The Bidder/ Service Provider shall confirm the norms as applicable to acute dialysis service etc.
4. The Bidder/ Service Provider shall visit the site, get well acquainted and have full knowledge of the premises allotted to them, they shall also certify that they are acquainted with the side conditions.
5. The Successful service provider shall submit the drawing to Executive Health Officer showing arrangement of Haemodialysis units/ furniture/patient's beds/interior work and obtained the approvals of the concerned departments. Of BMC. The Successful Bidder/service provider may appoint expert consultants in nephrology/urology or in other field if he so desires, at his own cost for supervising the entire center during installation & operation.
6. Successful Bidder/service provider shall take over the possession of the said structure on the basis of "as is where is", within 7 days from the date of execution and registration of the Agreement.
7. The Successful Bidder/service provider shall be responsible for the observance of all rules and regulations laid down or as may be laid down hereafter from time to time by the Municipal Commissioner and Govt. of Maharashtra in this behalf.
8. M.C.G.M. reserves the right to carry out or permit to carry out the work of any other facilities near any or all sections of the centre at any time during the period of installation & operation and maintenance of the facility by the Successful Bidder/service provider. The Successful Bidder/service provide shall permit access to such facility / works without any claim for damages, compensation, time delay, etc.
9. The Successful Bidder/service provider shall execute an agreement in the prescribed proforma with the Municipal Commissioner agreeing to the various terms and conditions of the contract. The cost of preparation of lease document and any other legal charges/registration shall be borne by the Successful Bidder/service provider.
10. The Successful Bidder/service provider shall not create any charges, debt, lien or mortgage of whatsoever nature on the Municipal structure.
11. The Successful Bidder/service provider shall give priority to Municipal referred patients for the treatment of Haemodialysis and shall treat duly at least 40% of the total Hemodialysis patients at the center. This is a mandatory condition of the tender. The BMC shall have right to refer a patient for Hemodialysis.
12. The Service Provider is expected to provide two shifts of Haemo-dialysis and round the clock emergency Haemo-dialysis Services and other associated services with qualified consultants and all required skilled work force. The Successful bidder/service provider may run the center on longer time on prior permission from the concerned Zonal DEHO of the Hospital.

13. The Centre shall be opened to patients belonging to all religions, casts & communities. Also the same shall be opened for inspection to the Committee appointed by BMC at any time.
14. If the Municipal rates for treatment of Haemodialysis patients are changed or revised in future, then the discount of the Bidder/service provider shall be considered with respect to that revised Municipal rate from the date of enforcement as declared by Director (M.E.&M.H.) of BMC.
15. The consumable for the patients for the Haemodialysis shall also be charged as per the Municipal rates or lesser than the municipal rates. Also if the Municipal rates for consumables required for Haemodialysis treatment are revised in future, then the same shall be considered and applicable for this tender from the date of enforcement as declared by Director (M.E.&M.H.)
16. The performance audit in respect of the said Centre shall be monitored by the Committee appointed by BMC for every 3 months.
17. The Bidder/service provider is required to obtain all the permissions required to run the Centre from various authorities i.e. State Govt., Central Govt. and other Semi-Govt. Agencies at their own cost. The Successful Bidder/service provider shall obtain the Nursing Home Registration Certificate within 2 months from date of issuance of LOA. Also if any change of user permission is required for structure, then the same shall be obtained by the Service provider.
18. In case of default by the Bidder/service provider in respect of treating the patients as quoted by Successful Bidder/service provider in his bid at municipal rates or below municipal rates, the BMC shall be at liberty to terminate the agreement with the Bidder/service provider and all the facilities set up by the Bidder/service provider including Haemodialysis machine shall vest with BMC for which no compensation shall be granted. Further BMC may also take any other action against the Bidder/service provider, as deemed fit.
19. The said Centre shall be only used for the purpose of treating the patients of Hemodialysis. In case of any default of the same, BMC shall take action, as deemed fit. Also the Bidder/service provider shall provide minimum pathological facility required for Hemodialysis patients only that shall be treated for dialysis in this centre. In any case the said facility shall not be used for treating other patients.
20. The BMC shall charge the water supplied to the Centre at prevailing Municipal rates for water supply admissible for such type of centres. The successful Bidder/service provider shall apply and get the separate water connection for the Centre at its own cost and pay the required water charges/bills timely. If required, the Bidder/service provider shall make own arrangement of water of appropriate quality, quantity at its

own cost to run the Centre, if Municipal water fails short to meet the centre's requirement. Also the Bidder/service provider shall install separate water tanks to store the water for this Centre at its own cost and after getting the required permissions/clearances. The BMC shall extend co-operation for obtaining water connection.

- 21.** The Bidder/service provider shall apply and get the separate electricity connection for the Centre at its own cost and pay the required charges/bills timely. Also the Bidder/service provider shall install separate electrical for this Centre at its own cost and after getting the required permissions / clearances. The BMC shall extend co-operation for obtaining water connection
- 22.** The responsibility of providing security to the Centre shall be towards that Bidder / service provider.
- 23.** The Bidder/ Service Provider shall install his own furniture, machinery and surgical instruments, equipment's required for conducting the Hemodialysis Centre. The Bidder/ Service Provider, however, shall not make any permanent fittings in the premises without seeking prior written approval from the authorized officer of the BMC.
- 24.** All the issues related to consumer protection act / medico legal claims, litigations etc. shall be handled by the Bidder/ Service Provider and in no way the BMC shall be held responsible.
- 25.** The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/ Service Provider.
- 26.** The Bidder/ Service Provider on expiry of the period of permission or on earlier revocation/ termination thereof shall at his own cost remove all articles and things belonging to him from the said premises, failing which the same shall be removed by the BMC at the cost of the Bidder/ Service Provider.
- 27.** It is hereby agreed between the BMC and Bidder/ Service Provider that on expiry of the Agreement, the plot along with the structure/ premises shall be handed over back to the BMC, and the renewal of the allotment period may be considered by the BMC as per the policy in force at such time and if the conduct of the Bidder/ Service Provider in observance of Agreement conditions is found satisfactory.
- 28.** The Bidder/service provider shall not sublet the said Centre to any other Bidder/service provider. In case if the said condition is violated, then permission shall automatically stands cancelled and the BMC shall take possession of the said structures/center and any materials, Hemodialysis Units, plants, equipment's, stores, etc.
- 29.** It is expected that the Bidder/service provider shall appoint qualified Doctors/Medical Professionals, Nurses, etc. to run the said Centre.

30. The Bidder/service provider shall install the Hemodialysis Machines of approved make. Also the Bidder/service provider shall install generator at it's own cost for supply of power in case of power failure by MSEB/BSES or other supplying authority. The partner shall provide the backup power requirements for 90 minutes to the machines to have uninterrupted dialysis.
31. The Bidder/service provider shall allow the entry and inspection of the Centre to the concerned BMC Officers and staff and shall co-operate during the said visit.
32. The Bidder/service provider shall keep the Centre premises in neat & tidy condition and provide toilet facility in the center for patients. Any waste arising at the center including medical waste, garbage due to day to day operation of center shall be removed by the Successful Bidder/service provider on daily basis. In any case the said waste shall not be stacked in the premises. The Bidder/service provider shall adhere to norms, rules to biomedical waste disposal and it shall be entirely the responsibility of the Bidder/service provider for disposal of the biomedical waste.
33. That a board in Marathi & English shall be displayed at a prominent place at the center that this Hemodialysis center is being run by Successful Bidder/service provider/ Charitable Organization on P.P.P. model with BMC wherein 40% patients are reserved for the BMC referred patients.
34. The Service Provider shall honor the referral letter issued by The BMC hospital.
35. In case of emergency Hemodialysis services to be given to the patients. No patients should be denied from the Hemodialysis services. The Bidder / Service Provider shall not refuse the patients referred by BMC.
36. The Successful Bidder/service provider shall install Hemodialysis units of approved brand in the proposed centre.
37. The A.C. machines, generator installed at the center shall be of approved brand.
38. The Successful Bidder/service provider shall install electric gadgets such as tubes, bulbs, fans, exhaust fans of approved brand for lighting & ventilation arrangements of the centre.
39. The Successful Bidder/service provider shall have a tie up with Incentive Care Unit & Ambulance service in the vicinity, to admit the patients in case of emergency observed at the centre. In that case, the responsibility shall lie with the Successful Bidder/service provider and in no way BMC shall be held responsible.
40. The Successful Bidder/service provider shall not carry out any structural changes in the said built up structure.
41. The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/ Service Provider.

42. Required Laboratory Services shall have to be provided by the Successful Bidder/service provider and charges should be as per BMC.
43. The Bidder/ Service Provider shall be annually analyzed and shall be entitled for action, for violations terms and conditions of the Agreement.
44. The Bidder/ Service Provider shall not to assign, transfer, sub- Agreement, rent or part with the possession of the said premises or any part thereof.
45. In case the Bidder/ Service Provider is unable to conduct and provide services as agreed in the Agreement in the premises allotted to them, the Bidder/ Service Provider shall not be eligible or entitled for compensation of any sort nor refund of a onetime premium from the Bidder/ Service Provider.
46. In case of any reason the Bidder/ Service Provider is not able to run the said project then the said premises cannot be transferred to any other organization. But it is mandatory to the Bidder/ Service Provider to return the same to the BMC.
47. If the Bidder/ Service Provider breach the terms & conditions of said Agreement or is unable to run the project in appropriate manner and even after on being informed about the remedial measures does not carry out such measure and as a result contract related to the project gets cancel then the said Agreement shall be stands cancelled and the said premises shall vest in the BMC.
48. The BMC shall in no way be responsible or liable for any damage, loss or injury caused to the property, person or persons of the Bidder / Service Provider or their servants from any causes whatsoever, at any time.
49. The Bidder/ Service Provider 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 on project and other works pertaining to the project all such damages, injury or loss to life or property shall be made good and/ or as the case may be shall be paid immediately by the Bidder/ Service Provider to the satisfaction in all respect of the BMC or any other competent a authority.
50. The Bidder/ Service Provider hereby agrees that the ownership of the said premises shall be absolutely of the BMC and because of that the Bidder/ Service Provider, its representative and employees shall not claim any ownership right, letter of right or interest in the said premises.

51. In the event Bidder/ Service Provider committing breach of any of the terms and conditions of the Agreement including misuse by carrying out activities without prior permission of BMC, the Municipal Commissioner shall give notice to the Bidder/ Service Provider prescribing the time limit to rectify such breaches. If the Bidder/ Service Provider fails to comply with the said requisitions, the Municipal Commissioner shall be at liberty to revoke the Agreement and the Bidder/ Service Provider shall hand over the peaceful possession of the structure to BMC, without claiming damages/ compensation from BMC. The BMC may thereafter utilize the amenities as deemed fit and the one time nonrefundable premium paid by Bidder/ Service Provider shall be forfeited.

52. The service provider shall provide, install and maintain Para monitors of approved specification as per following ratio:

1 Para monitors for 5 machines

2 Para monitors for 10 machines

3 Para monitors for 15 machines

53. **Isolation Units for HBs Ag and HCV Patients**, The service provider shall provide for Isolation Units for HBs Ag and HCV patients as per following ratio:

I. 1 in 5 machines

II. 2 in 10 machines

III. 3 in 15 machines

54. This ratio can change with mutual consultation

55. **Ancillary equipment's**- The service provider shall provide and maintain all ancillary equipment's like the Weighing scale, BP apparatus, Stethoscopes, Ph meter, TDS meter etc. required for proper operation of the system. The service provider shall provide facilities for the disposable, equipment's and patient belongings as per the standard requirements of Haemodialysis procedure

C. Manpower :

1. The Bidder/service provider shall have at least 1 Nephrologists having minimum 3 years' experience.

2. The Bidder/service provider shall have at least 2 Dialysis technicians having qualification of D.M.L.T./C.M.L.T/ Diploma in Dialysis technology, from government recognized institution and minimum 3 years of experience on its role. (DMLT/CMLT out of 3 years of experience in which 1 year of experience in AKD.)

3. The service provider shall provide a list of manpower already under employment during the bidding stage
4. The centre to be staffed within the operation commencement time frame assured to the BMC, failing which the service provider has to pay liquidated damages as mentioned in the TOR
5. The service provider shall employ manpower as agreed with the BMC.
6. The service provider shall frame effective human resource policies for the training and retaining manpower at the centre, there shall be defined plans for replacement of trained manpower.
7. The centre shall not be deficit of the number of employees agreed for not more than one week at a stretch
8. Should employees go on leave, fall sick or leave the organisation the service provider has to ensure the replacement within a week
9. The service provider shall adequately train its manpower from time to time.
10. All new recruits by the service provider shall be trained by the service provider for a period agreed with the government in an established set up
11. The salary of the Technicians, Nurses, Doctors and the staff required at the Centre shall have to be borne by the Bidder/service provider.
12. The BMC shall not bear any cost towards the establishment of the said staff and the employees at the Centre shall not get benefits of Municipal Service Regulations (MSR).
13. The Successful Bidder/service provider shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.
14. The Successful Bidder/service provider shall insure all his plants, machinery, workmen, labour, staff and consultants engaged for any work including supervisory staff on the centre during installation & running of centre.
15. Successful bidder have to provide the service for routine investigations required by these patients free of cost (BMC don't charge for these investigations).

D . Records

1. The service provider shall maintain detailed books of records of,

- a. Medical records
 - b. Consumables – in stock, out of stock, consumption pattern – as per the existing government guidelines
 - c. All expenditure involved in the day to day operation of the hospital as per the existing government guidelines
 - d. Maintain and display quality indicators as per the machine standards
 - e. Display MIS of the centre.
2. The dialysis unit shall maintain and adhere to detailed Standard Operating Procedures for,
- a. Service delivery
 - b. Patient handling
 - c. Documentation management
 - d. Emergency and Disaster management
 - e. Bio Medical waste management
 - f. Ethical treatment and management of patients
 - g. Cleaning and sterilisation
 - h. Any other process deemed necessary by the H&FW department
3. The service provider shall produce a report to the EHO. on the operation of the dialysis centre every month. The report shall contain,
- a. Staff attendance report
 - b. Number and variety of dialysis tests conducted on Outpatients/In patients/Private patients
 - c. Expenditure statement for consumables, separately for Inpatient, outpatient, special clinics
 - d. Uptime/downtime of the machine
 - e. Maintenance work which have been conducted in the past month
 - f. The dialysis centre shall be subjected to six monthly stock audit, monthly accounts audit and weekly visual inspection cum audit.
4. It shall be mandatory for the Service Provider to send a report on line to the EHO and or Zonal DEHO on the same day or the very next working day on receipt of referral hospitals giving details of the case, their specific opinion about the treatment. The verification of the entitlement of the patient shall be responsibility of the Service Provider.

E. Maintenance

1. The service provider and the equipment manufacturer need to produce a defined maintenance contract document at the time of contract award
2. The cost of any maintenance of the machine, has to be borne by the service provider
3. Insurance cost of the machine shall be borne by the service provider; the government is not liable for any damage caused to the machine either during operation or during the idle period
4. The service provider shall maintain 95% uptime during a month
5. All service issues shall be attended to within 24 hours of intimation by the equipment manufacturer
6. If there is a equipment downtime period of more than 72 hours at a stretch, the service provider has to arrange for dialysis service to be provided from an alternate centre at the same cost, while bearing the cost of transportation of patients.

F. Security Deposit

The Bidder/ Service Provider shall pay a Security Deposit amount of Rs.7,50,000/- (Rupees seven lacs and fifty thousands Only) for faithful compliance of the contract and if there is any violation of terms and conditions by the Bidder/ Service Provider then the said security deposit shall be forfeited. Further the said security deposit shall not carry any interest and same shall be refunded after completion of the Agreement period on handing over vacant and peaceful possession of premises to BMC.

G. Precaution for Works

The Bidder/ Service Provider shall take all precautions against damages to work from fire, floods, tides or accidents or by any other cause. The Bidder/ Service Provider shall comply with all the prevailing relevant rules and regulations, bye-laws and directives given from time to time by any local or public authority in connection with this work and shall pay all fees, which are applicable on him. This includes complying the requirements of Chief Fire Officer of BMC.

H. Safety Provisions

The Bidder/ Service Provider shall make all arrangements at his own expense for the safety of his machinery and staff working on the project, his machinery, personnel and also of the persons not connected with the work. The Bidder/ Service Provider shall properly guard his site to avoid any thefts, encroachments, accidents, etc. The BMC shall not be responsible in any way to the acts or omission on the part of the Bidder/ Service Provider. The Bidder/

Service Provider shall be solely responsible for the safety of the premises including material, machinery, staff, etc. and any other things related to this project facility and Health care facility.

I. Personnel/ Employees

Personnel/ employees assigned by the Bidder/ Service Provider to perform the project shall be employees of the Bidder/ Service Provider, under no circumstances shall such personnel be considered as employees of the BMC. The Bidder/ Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & 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 of the Bidder/ Service Provider.

J. Force Majeure

i) Force Majeure means any circumstances beyond the control of the parties, affecting, whether directly or indirectly, the performance of either party's obligations under this Agreement including but not limited to;

ii) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

iii) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive, nuclear assembly or nuclear components thereof;

iv) rebellion, revolution, insurrection or military or usurped power and civil war;

v) riots, commotion or disorder, except where solely restricted to employees of the Bidder/ Service Provider.

vi) Neither party shall be considered to be in default or in breach of his obligations under the Agreement to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of possession or the date when the Agreement becomes effective, whichever is the earlier.

vii) If Force Majeure has occurred the party whose which may affect performance of his obligations under this Agreement has been affected shall promptly notify the other party.

viii) Upon the occurrence of any circumstances of Force Majeure the Bidder/ Service Provider shall endeavor to continue to perform his obligations under the Agreement so far as to be reasonably practicable. The Bidder/ Service Provider shall notify the BMC of the steps he proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The Bidder/ Service Provider shall not take any such steps unless directed to so to do by the BMC.

ix) Provided always that nothing herein contained shall be deemed to render the Bidder/ Service Provider liable for any compensation for damage caused by the Force Majeure like riots, civil commotion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution insurrection, military or usurped power, any act of government, damage from aircraft, acts of god such as earthquake, lightening, unprecedented floods and other causes over which the Bidder/ Service Provider and the BMC has no control.

K. Cancellation/ Termination of contract in full or in part

The contract shall be cancelled, if the Bidder/ Service Provider

- (a) Does not complete the work as per the programme approved by the BMC **or**
- (b) Commits default in complying with any of the terms and conditions of agreement and does not enter into the agreement within 3 months from the receipt of letter of Intent **or** defaults in complying with any of the terms & conditions enumerated in the agreement.
- (c) Being an individual or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or may suffer any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force.
- (d) assigns, transfer, sublets (engagement of labour on a piecework basis or labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Municipal Commissioner, The Municipal Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written notice, cancel the contract as a whole or only such items of work in default from the contract.

L. Indemnity

The Bidder/ Service Provider shall keep the BMC, their Officers and Servants harmless and indemnified from and against all losses suit, damages, cost, 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 for the reason or in consequence or 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 carrying out any work pertaining to the said project. 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 Bidder/ Service Provider to the BMC.

M. Resolution of Disputes

The BMC and the Bidder/ Service Provider shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or about this Agreement. All differences disputes arising under and out of these present, or about this Agreement shall be referred to the Municipal Commissioner of BMC as a sole Arbitrator; under the provisions of the Arbitration & Reconciliation Act of 1956 and the decision shall be final and binding on the parties. During the Arbitration process the BMC should be bound to provide un-interrupted services as per this Agreement failing which BMC may initiate appropriate legal action against the Bidder/ Service Provider.

N. Jurisdiction of Court

In case of any claim, dispute or difference arising in respect of this Agreement, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in Competent Court in the City of Mumbai.

O. **Applicable Laws**

The Agreement shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

P. **Language**

All notices, certificates, correspondence or other communications under or in connection with this Indenture of Agreement, the Project and all works shall be in English and/ or Marathi.

Q. All the patients needs to be treated at the rate quoted by the bidder which should not be more than bidder amount or Rs. 1100/- per sitting. Out of total cases 60% cases can be treated under cover of Insurance viz. Mahatma Phule Jan Aarogya Yojana Etc.

It is responsibility of bidder to get the empanellment in Mahatma Phule Jan Aarogya Yojana or any other Govt. Insurance Scheme. BMC will not be responsible for getting empanelment for the Successful Bidder

R. All consumables required for the dialysis are included in bidder amount or Rs.1100/- at BMC Hospitals.

S. Successful bidder will undertake the necessary civil work with prior permission of the concerned authorities.

T. DM/DNB in Nephrology, MD with special training in Nephrology (at least 2 yrs) as per Standard Treatment Guidelines Haemo-dialysis Ministry of Health & Family Welfare Govt. Of India.

U. Hospital will have to apply for separate water connection for the services of Dialysis by the bidder which will be charged as per the rates given to other hospital.

V. Format for providing the total number of patients that have already been serviced by the Bidder.

(a) Location of Dialysis Centre.

(b) No. Of machines.

(c) Pts. Per day.

ANNEXURE - 1

NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.....

Particulars about the bidder/service provider
(To be uploaded in Packet 'A')

Date:-.....

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

1. Name & Address of the bidder/service provider/service provider/organisation.
2. **Status of the Organization:** Limited Co./Private Limited Co./ Partnership Firm/Proprietorship Firm /NGO /Trust/Others (specify):
- 3.Nature of Business/Activities of the Applicant :**
 - a.
 - b.
 - c.
 - d.
- 4.Names and addresses of all the partners.
- 5.e-mail address of the firm
- 6.Total annual turnover in the last Financial Year of bidder / service provider
7. Is the bidder/service provider registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)
8. Whether bidder/service provider is private hospital/service provider/ Manufacturer of haemodialysis equipment (State your category)
9. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.-
10. Annual turnover of the Organization for the last two financial years
- 11. Information to be submitted only if the application is submitted for Dialysis services for the hospital as specified above :**
 - a. Year of introduction of the Dialysis Services

b. Number of Dialysis Machines currently in use:

C. Make and model of the machine last procured

12.

Services	2020 Year / month	2021Year / month	2022 Year / month	Remarks, if any
Number of patients on dialysis services (inclusive of all types of Dialysis)				

13. Existing Man Power for Dialysis unit

Personnel.	Numbers	Remark ,if any.
Medical Personnel a. Nephrologists b. Other Medical Personnel	a. b.	
Para Medical & Technicians		
Other Staff		

14. Is the Organization at present engaged as a referral center for Dialysis by the Department of Health & Family Welfare of any Government : Yes/No
If yes, please provide information on number of patients referred from Government Hospitals in last six months:

15. Please inform the name of hospital where the services are provided under PPP:

16. Please provide information on total number of patients for who investigations were done in the last six months:

17. Bank Details:-

I/We have carefully gone through the tender requirement/specifications, we are confident to fulfill the exact requirement asked for as a service provider 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 bidder/service
provider
with Official Seal & Address**

Annexure -2
NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.

Tender Form

(To be uploaded in PACKET A)

To,
The Deputy Municipal Commissioner (Health)
Brihanmumbai Municipal Corporation

Sir,

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) Invitation to Bidder/service providers
 - 2) Instructions to Vendors participating in e-Tendering Process
 - 3) Flow of activities of tender
 - 4) Important General Conditions and Instructions to bidder/service providers
 - 5) Items Descriptions
 - 6) Scope of work.
 - 7) Contract Agreement form (Proforma for Article of Agreement)
 - 8) Annexures
 - 9) Details of the Item Data in SRM:- (Rate to be filled by bidder/service provider in commercial offer)
 - 10) Minutes of pre bid meeting,
 - 11) Corrigendum if any
2. I / We have examined the details/ specifications of work to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in the item data in SRM.
3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for Rs. 1,50,000.00 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 rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two 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 bidder/service provider with
Official Seal and Address.**

- 1.
- 2.
- 3.

Full Names and Residential Address
of all the partners constituting

The firm:

- 1. A/c. No.....
.....Name of the Bank.....
.....Name of the Branch.....

2.
.....
.....

3.
.....

Annexure – 3
NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.

Undertaking to be signed by the bidder/service provider
(To be uploaded in PACKET A)

AFFIDAVIT

To
The Deputy Municipal Commissioner (Health)
Municipal Corporation of Greater Mumbai

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 hereinbelow 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/Wehave filled in the accompanying tender with full knowledge of liabilities and, therefore, we shall 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 the Municipal Corporation of Greater Mumbai for any such lapses or inconvenience caused to the Corporation in any manner and shall 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 shall be able to carry out and re-
ply 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 supply and abide them throughout the period of
contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which
may come into force, during the currency of the contract. I / We accept the right of
BMC to stop any supervising staff/ labour employed by me / us from entering in the
BMC premises if it is felt that the said person is an undesirable element or is likely to
create nuisance. BMC shall 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-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit
when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by
officer / engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original
whenever called upon to do so or I/We fail to give satisfactory reason for non-
production of such information, testimonials, letter etc. within a period of 6
days from receipt of such demand.
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 M.C.G.M. / central Govt. / state Govt. / Pub-
lic sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act., nor
any criminal case is pending against me/us in any court of law.
12. I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought
to the notice of BMC that any disciplinary/penal action due to violation of terms and
conditions of the tender which amounts to cheating /depicting of malafide intention
during the completion of the contract anywhere in M.C.G.M. or either by any of
central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC
shall be at discretion to take appropriate action as its finds fit.
13. The acceptance of this tender by BMC shall constitute a binding contract between
me / us and BMC

14. I/we further confirm that the information/document submitted by me regarding TIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.
15. * I/We, _____ 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.
16. *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)

17. "I/We do hereby further undertake that, we have offered the best prices for the subject work for services of Dialysis as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation 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 shall not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.
- I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and shall not raise any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."
- However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we shall 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. _____
3. _____

Service provider
(Office Stamp)

WITNESS:

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

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

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

ANNEXURE - 4

NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.

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

1	Name of Bidder/service provider		
2	Name of Service.		
3	Department	Public Health Department	
4	Bid No. & Date Due Date		
5	Details	E.M.D.	Annexure-3 (Affidavit)
	A Amount Rs.		-
	B On line Payment.	Yes	-
	C Date		-
	D Bank Details:-		-
	E IFSC Code:-		-
6	Is original Annexure-3 uploaded?	-	Yes

Full Signature of the bidder/service provider

with Official Seal & Address

NOTE: PRO-FORMA should be on letter head of the bidder/service provider.

ANNEXURE -05
NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.-----

(To be uploaded in Packet B)

COMPARISION OF TENDER SPECIFICATION V/S EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Item-A

Tender specification as asked in the tender form and as per subsequent corrigendum's issued if any.	Equipment's specifications quoted by the Tenderer with the Name of Manufacturer (Enclose original supporting documents) MAKE: MODEL:
To be entered by the tenderer.	To be entered by the tenderer.

I/We have gone through all the details tender specification of BMC and offered our specification as mentioned above.

I also undertake **to** supply the equipment as per same specification quoted by me.

Full Signature of the tenderer with Official Seal & Address

ANNEXURE -06

NO. HO / 39426 / PPP DT. 06.03.2024

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

To,

The Deputy Municipal Commissioner,
Brihanmumbai Municipal Corporation

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 bidder/service provider

Specimen Signature of representative

Note:- Photo ID of Representative is compulsory

Annexure – 07

NO. HO / 39426 / PPP DT. 06.03.2024

Pro-forma of '**Articles of Agreement**' for the purchase of equipment/work/service of Haemodialysis at the M.C.G.M. Hospital,

Quotation / Tender due on _____

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

Contract for Supply / work of : _____

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

(Partner /Proprietor's Full Name) in habitant/s of Mumbai, carrying on business at

in Mumbai under the style and name of Messer's _____ for and on behalf of himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called ' the Bidder/service provider') of the FIRST PART and Shri/Smt. _____ the Dy. Municipal Commissioner (P.H.) in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Dy. Municipal Commissioner (P.H.) and any officers of Municipal Corporation of Greater Mumbai authorized by the Dy. Municipal Commissioner (P.H.) and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART and the Municipal Corporation of Greater Mumbai (Hereinafter called ' the Corporation') of the THIRD PART.

WHEREAS the Municipal Commissioner for Greater Mumbai has inter alia deputed under Section 56 and 56 (b) of the Mumbai Municipal Corporation Act 1888 his powers, functions and duties under the provisions contained in Chapter III of the Mumbai Municipal Corporation Act 1888 to the Dy. Municipal Commissioner (P.H.)

AND WHEREAS the Dy. Municipal Commissioner (P.H.) in pursuance of the power vested in him / her under the provision of the Mumbai Municipal Corporation Act 1888 and in accordance with the provision of the said Act, invited Tender / Quotation for supply of the Equipment and / or certain work mentioned in the schedule / specification here to annexed.

AND WHEREAS the bidder/service provider has/have submitted Tender for the Supply of the Equipment and / or work thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner (P.H.) on the Terms and Conditions hereinafter specified.

AND WHEREAS the said bidder/service provider has / have paid deposit of Rs. _____ (Rs. _____) in the office of Dy. Municipal Commissioner (P.H.) as Security Deposit for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Guarantee for Rs. _____ (Rs. _____)

of Bank, for the payment inter alia of the said amount of the Security Deposit in the office of Dy. Municipal Commissioner (P.H.) for the due and faithful performance of this contract.

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

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____ Day of _____ Two Thousand _____ and shall continue in force, subject to the power of the E.H.O for the time being to determine the same previously as hereinafter mentioned until _____ Day of _____ Two Thousand _____ mentioned and shall have been completed and certified for by the E.H.O. being of good quality and in good working order.

2. Security deposit:

Successful bidder/service provider shall have to pay a Security deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same shall be retain upto completion of work period.

3. Supply to be made according to the Order

The Bidder/service provider during the continuance of this contract shall provide service as per the specification of the Tender Form and/or carry out any and/or works specified in the Tender Form as per the order by the E.H.O. or any other Officer of the Corporation authorized in this behalf. (Such order to be in writing and signed by the said Officer) to the entire satisfaction of the E.H.O. within stipulated period after receipt of the respective Order.

3(a). Failure to execute Orders

If the Bidder/service provider fail to comply with the orders and / or carry out the work within the period stipulated, the Municipal Commissioner / E.H.O. shall exercise his discretionary power to recover from the Bidder/service provider as agreed, liquidated damage or by way of penalty as may deem reasonable under the circumstance and the same shall be recovered from any dues of the Bidder/service provider

3(b). Period

Installation and running Hemodialysis Centre for a period of 10 years renewal after every 5 years subject to bidder agree to compile terms & condition appearing in the tender document.

4. Quality

The Equipment supplied/service provided by the Bidder/service provider in accordance with the contract, shall be new and of the best quality and in working condition of their respective kinds, in accordance with the Municipal specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties signs the same and in case of their not being approved shall be liable to be rejected.

5. Penalty for Inferior Supply service

If the service provided is found of inferior quality or not as per the specification, the bidder/service provider shall improve your service immediately the date of intimation at the risk & cost of the Bidder/service provider and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Security Deposit of the Bidder/service provider shall be forfeited & the Bidder/service provider shall be liable for penal action, including Blacklisting & etc. In addition to forfeiture of Earnest Money Deposit & security Deposit, if any fine is imposed by the Municipal Commissioner the same shall be payable by the bidder/service provider immediately on demand, failing which the same shall be recovered from other dues of the Bidder/service provider by the Corporation.

6. Risk & Cost Purchase Service

In case the bidder/service provider shall at any time during the continuance of these presents fail to provide satisfactorily the service /carry out work within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the bidder/service provider Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the bidder/service provider as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the bidder/service provider under this or any other contract/s between the bidder/service provider and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

7. Monetary dealings with the Municipal Employees

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

8. Breach of Contract

In case of failure on the part of the bidder/service provider at any time during the continuance of this Contract to comply with any of the condition herein contained or in case of any breach whatsoever of any portion of this contract, the Commissioner shall be at liberty, absolutely to determine the same by giving the Bidder/service provider one calendar month's previous notice in writing of his intention to do so and in such case the Bidder/service provider shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustain in consequence of such failure or breach or determination of the Contract and without prejudice to generality of the foregoing, the said sum of Rs.1,50,000/- deposited as Earnest Money Deposit & security Deposit as aforesaid shall be absolutely forfeited to the Corporation as liquidated damages for such failure or breach or determination of the contract.

9. Dissolution of the Contract

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

10. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between the Executive Health Officer or other officer aforesaid on the one hand and the Bidder/service provider on the other hand, concerning the supplies/work to be made/carried by the bidder/service provider under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighment for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Bidder/service provider or of the E.H.O. or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the bidder/service provider, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Bidder/service provider or others concerned, or any of the and the Municipal Commissioner shall decide the same.

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

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Bidder/service provider and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.

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

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

13. Corporation's lien over all moneys due to the Bidder/service provider or his deposit

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Bidder/service provider under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Bidder/service provider made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Bidder/service provider either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Bidder/service provider and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Bidder/service provider either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Bidder/service provider from the moneys, security or deposit which may become payable or returnable to the Bidder/service provider under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Bidder/service provider in his/their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Bidder/service provider either in addition to or in substitution of the cash or security deposit to be made under this contract.

14. Banker's Guarantee

In the event of the said deposit of Rs.7,50,000/- having been made by the Bidder/service provider by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Bidder/service provider under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs.7,50,000/- becoming forfeited as hereinbefore mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Bidder/service provider and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of this contract without prejudice, however, to the

continuing liability of the Bidder/service provider and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Bidder/service provider with Commissioner and / or the Corporation.

15. **Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the bidder/service provider under these present shall if signed in the partnership name by any one of the Bidder/service provider be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any bidder/service providers, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Bidder/service provider shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Bidder/service provider so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Bidder/service provider and of the legal representatives of any deceased Bidder/service provider inter se.

16. **Charges**

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

17. **Singular – Plural**

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

18. **Meaning**

The Word 'The Municipal Commissioner' or 'Commissioner' wherever they occur in this Tender or in the Contract shall be construed to mean 'Additional Municipal Commissioner'.

19. **Acknowledgement**

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

20. **Penalty.**

1. Maximum time expected to complete and start the functioning of Haemodialysis Centre is **3 months from the date of award** of the contract. After the expiry of three months Rs. 5000/ per week shall be recovered as the penalty for delay of the project for next 3 months. When the delay is not a full week or in multiple of a week but involves a fraction of week, compensation payable for that fraction shall be proportionate to the number of days involved. After 3 months of penalty period the deposited performance security may be forfeited and contract may be given to the next bidder/service provider or re-tender may be done.

Practical & genuine difficulties which are beyond the control of PPP partners, then it is the responsibility of PPP partner to bring it to the notice of Executive Health officer in writing. If the department is satisfied extension can be considered.

The Commissioner having satisfied himself that the delay has occurred because of the circumstances beyond the control of the Successful Bidder/service provider, may grant suitable extension to the completion period without imposing the penalty subject to submission of specific request from the Successful Bidder/service provider provided that the Successful Bidder/service provider agrees not claim any compensation for the same. The decision of the Commissioner shall in this respect be final & binding.

2. The Successful Bidder/service provider shall not abandon or discontinue to run the Haemodialysis Centre and shall install and run the centre. In case the said installation is abandoned and/or discontinue to run the centre at any point of time during the lease period, the Commissioner shall give one month's notice calling upon them to start/continue running the centre and if the Successful Bidder/service provider fails to recommence the running of centre within the stipulated period mentioned in the notice, partly installed centre/or completed centre shall vest in the Municipal Corporation of Greater Mumbai and Municipal Corporation of Greater Mumbai shall not be liable to pay any damages or compensation to the Successful Bidder/service provider and the Municipal Corporation of Greater Mumbai shall fully be at liberty to complete and make use of the centre in a manner as deemed fit in public interest at the risk and cost of the Successful Bidder/service provider and this shall be without prejudice to and in addition to such other actions as may be considered necessary by Municipal Corporation of Greater Mumbai.

3. The installation & running of Haemodialysis Centre shall be strictly as per specifications of BMC. If during installation & running of Haemodialysis Centre, if it is found to Committee appointed by BMC that the performance of the centre is unsatisfactory, the Commissioner or his authorized representatives shall be entitled to take action after giving the Successful Bidder/service provider 1 month's notice in writing. The Successful Bidder/service provider shall have no claim for compensation for any loss sustained by him owing to such an action.

4. In the event of breach of any of the terms and conditions of this agreement by the Successful Bidder/service provider the Commissioner or any other officer appointed on his/her behalf shall give one months' notice to the Successful Bidder/service provider to rectify the breach/breaches. Failure on the part of the Successful Bidder/service provider to rectify the breach within this month's period shall cause the Commissioner to terminate the agreement between the Successful Bidder/service provider and the M.C.G.M.

21 . **Scope of the Contract**

And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Bidder/service providers including the

Annexures thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

22. Operation of the Contract Clauses

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

IN WITNESS, WHEREOF the bidder/service provider and D.M.C.(P.H.) have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

BIDDER/SERVICE

PROVIDER

SIGNED, SEALED AND DELIVERED

By _____

D.M.C.(P.H.) in the presence of

1) _____

2) _____

D.M.C.(P.H.)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

Two members of the Improvement Committee
Of the Municipal Corporation of Greater
Mumbai.

Witness _____

Municipal Secretary _____

Contract examined with the Tender and Resolution of the Improvement Committee
No _____ of _____ and found correct.

SECTION - 8

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.
3. List of approved banks :-

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

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

ANNEXURE -8 (A)

Arbitration and Jurisdiction:-

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after expiration of the first named period 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or difference in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by Arbitration as follows:

Arbitration shall be effected by a single arbitration agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihamumbai as the arbitration may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are subject matter of arbitration proceedings. The said arbitration shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in the accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by Arbitrator.

IN case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

ANNEXURE -8 (B)

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement.

The decision of whether or not enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full Signature of the tenderer with

Official Seal and

Address.

ANNEXURE – 09

NO. HO / 39426 / PPP DT. 06.03.2024

BID NO.

DECLARATION OF THE CONTRACTOR

I/we hereby declare that I/we have visited the site to get first hand information and get acquainted with the site condition as regards to approach, accessibility, working condition, availability of energy source and other matter affecting cost and work to arrive at the rates quoted in the tender.

I/we hereby accept that if any information furnished by me/us is found incorrect at a later stage, I/We shall be liable to debarred from tendering in M.C.G.M. The M.C.G.M. department reserve right to verify the particulars furnished by me/us.

I/We have gone carefully through tender/work specification and BMC terms and conditions and accepted the same.

Signature and stamp of BIDDER/SERVICE PROVIDER

Annexure 11

Details of the Item Data:-

NO.HO / 39426 / PPP DT. 06.03.2024

BID NO.

<u>Item Group No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item 1</u>	Setting and running of Hemodialysis unit at CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST)	1 unit

(BOQ shall consist of each centre name where unit to be installed)

TECHNICAL SPECIFICATION

Latest state of the art, Haemodialysis Machine with R.O.Plant. The system must have the following specifications:

Item A:

1. It should have control and monitoring screen : colour, LCD or TFT, having high clarity, easily readable, rotatable (preferable) with minimum size 10", measured diagonally.
2. It should have acetate and bicarbonate dialysis facility.
3. It should have sequential ultrafiltration facility. It should have arterial and venous pressure monitoring facility.
4. The arterial pressure monitoring system shall have audio visual alarm for blocked or wet transducer or disconnected transducer line.
5. Blood pump flow rate range should be minimum 50ml/min. to 500ml/min.
6. Blood tubing pump segment shall be capable to accommodate pediatric as well as adult use tubing.
7. It should have single needle dialysis facility.
8. It should have volumetric ultrafiltration system.
9. It should have air bubble detector at venous clamp.
10. Facility for venous chamber blood level monitoring shall be there.
11. It should have heparin infusion pump capacity of minimum 0.1 to 9.9ml/h with $\pm 5\%$ and bolus infusion upto 5ml/h.
12. The syringe size selectable shall be 10ml, 20ml.
13. It should have blood leak sensor which can differentiate between blood and other fluids.
14. Should accept different concentrate formulations and different dialyzers.
15. It should have variable dialysate flow from 300 to 700 ml/min. ± 30 ml/h.
16. Ultrafiltration rate should be from 0 to 4.00 L/Hr.
17. In house potable water supply is available and minimum 10 micrometer size water filter assembly with cartridge shall be supplied with necessary attachments to make a functional unit.
18. Auto priming and rinsing of dialyzer and blood lines.
19. It should have hot rinsing and hot chemical disinfection facility.
(minimum temp. 80°C) with recirculation system. Also, it should have various chemo thermal cleansing and disinfection programs. Disinfection shall be possible with any disinfectant universally used in such cases i.e. the system shall be open system.
20. Facility for disinfection history / log.
21. It should have ultrafiltration and sodium profiling facility.
22. The equipment shall have heavy duty castors and a height adjustable I.V./syringe stand.
23. It should have on-line battery backup of minimum 15 minutes for complete extracorporeal blood system.
24. Facility to measure patient blood pressure with non-invasive method which shall be integral to the machine with necessary attachments included as standard.

25. On line monitoring for urea and Kt/V to assess adequacy of dialysis.

Item B:

Technical Specification of Water treatment system: 1200 Liter/hour:

Bed capacity 15 – 20. (15-20 haemodialysis machines)

1) The system should be sufficient for online operation of 15-20 machines with pure water capacity of 1000-1200 litres per hour.

The system should comprise of pre treatment modules such as sand filter, activated carbon filter, water softener, 5 micron particulate filter, before the reverse osmosis unit and post R.O UV light Disinfection and Bacterial Filters (0.25 micron) Endotoxin retention filter is desirable for yielding high purity water.

All pre treatment modules should have back wash and regeneration facility. These stages should be designed to handle water flow to support R O flow requirement. Generally 50 -60 % more than permeate flow.

R.O. Unit should be compact in sleek cabinet, housing membrane, high pressure pump and bypass mechanism. The control unit should be microprocessor/ microcontroller controlled.

A 5 micron filter should protect the membrane.

Treatment modules should have back wash and regeneration and disinfection facility.

The entire unit should have adequate monitoring permeate water conductivity, feed water pressure and permeate and rejection flow rate.

The water distribution loop, booster pump and storage water tank should be made up of stainless steel. Storage water tank should have capacity of at least 1000 litres with water level controller, outlet valves and easy cleaning provisions.

TREATMENT SCHEME:

(1) Raw Water Feed Pump

Raw water from raw water storage tank or nearby header shall be pumped to Filtration plant with the help of centrifugal pump.

(2) Multigrade Sand Filter

Raw water is filtered with the help of Multigrade Sand Filter to reduce the suspended solids / turbidity to less than 1 NTU. The filter is operated at the flow rate of 2000 liters/hr and shall be backwashed daily. Backwash flow rate for the filter is 4000 liters/hr. The sand filter is designed to operate at the velocity of 23.0 m/h. Filter vessel is of FRP construction. The filter media consists of specific quality of graded sand. To perform various operations of backwash and rinse, manual top mounted multiport valve is provided.

(3) Activated Carbon Filter

To remove the chlorine present in the filtered water, we have considered one no. of Activated Carbon Filter. The filter is operated at the flow rate of 2000 liters/hr and shall be backwashed once in a day. The MOC for vessel is FRP. To perform various operations such as Normal, Backwash and Rinse, there should be automatic system.

(4) Micron filtration

The feed water shall be passed through a cartridge filter of 5 micron rating before entering the reverse osmosis system. The micron filter is considered to prevent the membranes from choking. Micron filter is of PP construction. Necessary sampling valve and pressure gauges shall be provided.

(5) Reverse Osmosis Module

The filtered water shall be pumped by means of a high-pressure pump through the R O Module consists of 4 nos. of SS 304 Pressure tubes & 4 nos. of membranes. Around 50 % of the feed water shall be available as permeate or product water and balance 50 % shall be reject stream, which shall be the effluent from RO plant. R O Module has 4 nos. of pressure tubes and each shall have 1 membrane in it. However recovery can be increase by reticulating reject water in feed flow.

(6) RO Water storage Tank

Permeate water produced is at atmospheric pressure, hence for further treatment it is collected in storage tank and tank should made of SS-316.

TECHNICAL DETAILS:

Feed Pump

Type centrifugal, horizontal
Capacity 2.0 M3/hr @ 30 mwc
Material of construction SS304
Motor hP / Electrical connection 1.5 hP / Three phase

Multigrade Sand Filter

Diameter x Height 13 inches x 54 mm
Needed Flow Rate 2000 lit/hr
Max / Minimum Pressure 3.5 / 2.0 Kg/cm²
Material of construction FRP
Backwash Duration / Freq. 10 – 15 Minutes / Once in a day
Type of valve Top mounted multiport valve

Activated Carbon Filter

Diameter x Height 13 inches x 54 mm
Needed Flow Rate 2000 lit/hr
Max / Minimum Pressure 3.5 / 2.0 Kg/cm²
Material of construction FRP
Backwash Duration / Freq. 10 – 15 Minutes / Once in a day
Type of valve Top mounted multiport valve

Water Softener

Diameter x Height 13 inches x 54 mm.
Needed Flow Rate 2000 lit/hr
Max / Minimum Pressure 3.5 / 2.0 Kg/cm²
Material of construction FRP
Regeneration frequency: 2/ week or depending on post softener Hardness.
Type of valve Top mounted multiport valve

Micron Cartridge Filter

Flow rate 2000 lit/hr
Numbers offered 1
MOC Housing / Element PP
Micron rating 5 micron (20 inch long)

High Pressure Pump

Type Vertical Multistage
Capacity 2000 lit/hr @ 10 bar
Material of construction Stainless Steel (SS 304)
Motor kW / hP / RPM 3.0 / 2.0 / 2900
Electrical connection 3 Phase, 415 V, 50 Hz

R.O. Module

R O Permeate Capacity 1000 liters/hr Permeate

R O Recovery 60 %

Feed flow to RO module 2000 liters/hr

Reject from RO module 800 liters/hr

Size of Membrane 4" Dia x 40" Long

Delivery pump:

To generate 35 PSI at all delivery points.

Distribution and delivery system:

SS 316 pipes.

Lengths of pipe shall be individualized as per the dialysis centre requirements.

Annexure-A

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

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

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

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

Solemnly affirmed at

DEPONENT

This day of BEFORE ME

Interpreted Explained and Identified by me.

HEADER DATA

Tender Document No	Bid No. 2024_MCGM_1031260_1
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	REQUEST FOR PROPOSAL OF HEMODIALYSIS UNIT ON PPP MODEL(Equip,operate,and Manage) AT THE:-CTS.NO.886 (PT) OF VILLAGE KANDIVALI, SITUATED AT LINK ROAD, OPPOSITE ORCHID SUBURBIA, DAHANUKARWADI, KANDIVALI (WEST)
Scrutiny Fees	300/- + (18%) GST
Security Deposit / EMD	SD-Rs.7,50,000/- EMD-Rs.1,50,000/-
Start Date and Time of online Bid Downloading	11.03.2024 at 11:00am
End Date and Time Of online Bid Submission	02.04.2024 at 15:00pm
The pre-bid meeting	Date 20.03.2024 at 15:00pm Office of the Executive Health Office,Public Health Department ,3 rd floor , <u>F/South Ward Office Dr.B. A. Road Parel , MUMBAI – 400 012.</u>
Submission of A, B Packet	Date 04.04.2024 at. 15.00 PM
Submission of C Packet	Date 05.04.2024 at 15.00 PM

Sd/-
Executive Health Officer