

BRIHANMUMBAI MUNICIPAL CORPORATION
Department of Public Health

Office of Chief Medical superintendent & Head of Department
2nd floor, K.B.Bhabha Hospital, Bandra (West), Mumbai – 400 050

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REQUEST FOR PROPOSAL

“SITC & Operation and maintenance of Dialysis center as Civic Health Collaboration Model for the period 10 Years with provision of Tow extension for another 10 years each that is total 30 years at Five Peripheral Hospitals under jurisdiction of Chief Medical Superintendent & Head Of Department (Secondary Healthcare services), Mumbai

MAHATENDER ID NO. 2025_MCGM_1205466

B.M.C.

DEPARTMENT OF PUBLIC HEALTH

MUMBAI

THIS TENDER DOCUMENT CONSISTS OF:

SR. NO.	DESCRIPTION	Pg. No
1	E-Tender Notice	3
2	Header Data	5
3	Preamble	6
4	Instructions to bidders participating in e-Tendering	7
5	Flow of activities of tender	10
6	General instructions and conditions to the Tenderers	11
7	Description and scope of work	26
8	General Condition of contract	31
9	Special Condition of Contract	41
10	Establishment of Grievance Cell	47
11	Annexure – 1 Particulars about the tenderer	48
12	Annexure – 2 Tender form	50
13	Annexure – 3a (General affidavit) and 3b (Insolvency/Blacklisting) Undertaking to be signed by the tenderer	53-59
14	Annexure – 4 a Pro-forma for Financial Capacity of bidder and net worth	60
16	Annexure – 4 b Pro-forma for Authorization Letter from statutory auditor for Bidder	61
17	Annexure – 4 c Pro-forma for Statements to Legal Capacity	62
18	Annexure– 5 Experience Certificate and (Annexure -5a) Statement of Experience	63-65
19	Annexure – 6 Authorization letter for attending tender opening	66
20	Annexure – 7 Articles of Agreement	67
21	Annexure – 8 Authorization Letter for Downloading and Uploading Tender	70
22	Annexure – 9 Internal Grievance redressal mechanism	71
23	Annexure – 10 Form of integrity pact	73
24	Annexure –11 Declaration by the tenderer regarding HSN Code & GST	79
25	Annexure – 12 Details of Litigation History	80
26	Annexure – 13 Details of Criminal Cases history of bidder	81
27	Annexure – 14Undertaking cum Indemnity Bond	82
28	Annexure –15 Irrevocable Undertaking	83
29	Appendix I – Selection of the Bid Pro-forma (Packet-C)	84
30	Annexure A- Equipment Specification	86
31	Annexure B- Services rate list for Dialysis	87

1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Department of Public Health

Office of Chief Medical superintendent &HOD (SHCS)

2nd floor, K.B.Bhabha Hospital, Bandra (West), Mumbai – 400 050

Request for Proposal Notice

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender. The tender copy can be downloaded from BMC's portal (<http://www.mcgm.gov.in>) under "Tenders" section. However, the bid will be invited through Mahatender portal(<https://Mahatenders.gov.in>) only.

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

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

All interested bidders are required to be registered with BMC. Bidders not registered with BMC before can apply online by clicking the link 'Bidder Registration' under the 'e-Procurement' section of BMC Portal, Bidders already registered with BMC need to contact helpdesk to extend their Bidder registration.

The administrative cover, technical cover & finance cover shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	Tender Fee (₹)	EMD (₹)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	SITC & Operation and maintenance of Hemodialysis center as Civic Health Collaboration Model for the period of 10 Years with provision of Two extension for another 10 years each that is total 30 years at Five Peripheral Hospitals under jurisdiction of Chief Medical Superintendent & Head Of Department (Secondary Healthcare services), Mumbai" Tender ID: 2025 MCGM 1205466	₹ 18,150/- + 3267 (18%GST) ₹21,417/- only	Rs. 1,10,489/- (Rs. One lakh ten thousand four hundred eighty-nine. only)	07.08.2025 from 11:00 hrs.	28.08.2025 till 16:00 hrs.

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

The pre-bid meeting will be held on 12.08.2025 at 3.00 p.m. venue: Conference Hall 2nd floor,

annex building at Office of Hon'ble AMC(WS), Head Office, Fort Mumbai-400001. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have an authorization letter to attend the pre-bid meeting.**

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

The tenderer shall have to pay EMD through online mode only.

However, online payment receipts for EMD should be uploaded in (Packet A) as prescribed in Tender Document.

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

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

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

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

**Sd/-
Ch.M.S.&HOD(SHCS)**

For detailed tender document please scroll down

Header Data

This E- Tender invited by BMC in three packets system the details as follows

E-Tender ID	2025_MCGM_1205466
Name of Organization	Brihanmumbai Municipal Corporation
Subject	“SITC & Operation and maintenance of Dialysis center with Component Separation Facility as Civic Health Collaboration Model for the period of 10 Years with provision of Two extension for another 10 years each that is total 30 years at Five Peripheral Hospitals under jurisdiction of Chief Medical Superintendent & Head Of Department (Secondary Healthcare services), Mumbai”
Contract Period for both above services	10 years with provision of two extension for another 10 years i.e. total 30 years.
Tender Fee	Rs. 18,150/- + Rs. 3,267/- (18% GST) = Rs. 21,417/- through online mode.
Earnest Money Deposit	Rs. 1,10,489/- (Rs. One Lakh Ten Thousand Four Hundred Eighty Nine only) through online mode.
Start Date and Time of online Bid Downloading	07.08.2025 from 11.00 hrs.
End Date & Time of online Bid Submission	28.08.2025 till 16.00 hrs.
Pre Bid Meeting Date, Time & venue	12.08.2025 at 3.00 p.m. venue: Conference Hall, 2 nd floor, annex building at Office of Hon’ble AMC(WS).
Opening of bid (Packet A)	As mentioned in https://mahatenders.gov.in
Opening of Technical bids (Packet B)	
Opening of Commercial bids (Packet C)	
Email address for contact	<u>cms.phd@mcgm.gov.in</u> Dr Mayura Nagle : +91-8169914798

The interested bidders should follow the respective links provided in Mahatender Portal (<https://mahatenders.gov.in>)

BRIHANMUMBAI MUNICIPAL CORPORATION
Department of Public Health
Office of Chief Medical Superintendent &HOD (SHCS)
2nd floor, K.B.Bhabha Hospital, Bandra (West), Mumbai - 400 050

3: PREAMBLE

The Brihanmumbai Municipal Corporation invites Tenders for SITC & Operation and maintenance of Dialysis as Civic Health Collaboration Model for the period of 10 Years with provision of Two extension for another 10 years that is total 30 years for Two extension at:-

1. Krantijyoti Savitribai Phule Hospital, Chinchpada, Borivali (East), Mumbai-400 066
2. Shri. Harilal Bhagwati Municipal Hospital, Borivali (West), Mumbai-400 068
3. Smt. M.T. Agrawal Municipal Hospital, Mulund (West), Mumbai-400 080
4. Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai-400 067
5. Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077

The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtains independent advice from appropriate sources.

Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

The Authority may in its absolute discretion create, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case maybe, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating other preparation

and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process. From date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

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

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

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

5: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on BMC Portal & Mahatender Portal.
2.	Download the tender documents from the Tender section of Mahatender Portal
3.	Bidders shall note that any corrigendum issued regarding these tenders notice/tender will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.
4.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender Portal.
5.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
6.	Earnest Money Deposit (EMD) shall be paid online through Mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
7.	Tender Fee & Earnest Money Deposit (EMD) shall be paid online through Mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.
8.	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 the BOQ template should be uploaded after filling the relevant columns.
9.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of Packet A & Packet B, as decided in tender committee meeting will be opened online, as both packets are opened simultaneously.
10.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
11.	After sanction of higher authorities or Standing Committee, issuance of the acceptance letter to successful bidder.
12.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of issue of Acceptance Letter to successful bidder for execution of written contract with payment of requisite stamp duty.

SECTION 6: GENERAL INSTRUCTIONS AND CONDITIONS TO THE TENDERERS

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

1.	<u>Eligibility Criteria</u>
A.	For determining the eligibility of Bidders, the following shall apply:
B.	The Bidder shall be a single entity, The term Bidder used herein would apply to single entity
C.	(i) A Bidder may be a single business entity under the Companies Act 2013/1956 or an incorporated entity under equivalent acts (in case of foreign entities) or (ii) An organization registered under the Societies Registration Act 1860 or any relevant Act of the State or Union Territory or (iii) A Public trust registered under the law for the time being in force or (iv) A Charitable Company registered under Section 25 of the Company Act, 1956/section 8 of Company Act 2013 or (v) A registered partnership firm
D.	Minimum eligibility criteria-To be eligible for bidding, a Bidder shall fulfill the following conditions of eligibility as on bid due date Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder must meet the following criteria and shall provide details & proofs as per Annexure 5 Should have experience in running Hemodialysis center for at least 2 years or similar work in Health care Services. Similar Work means: An Entity operating & managing of Hemodialysis units entity having services of Hemodialysis center under their managements.) 1. Experience certificate / self declaration of operating dialysis – center 2. Copy of form C along with Registration if applicable 3. Contract / MoU/ Work order copy of O&M in the name of bidding entity if applicable

	Authorization letter of authorized representative shall be uploaded in packet 'A'. Financial Capacity: The Bidder shall demonstrate, a CA certified minimum Average Annual Turnover of Rs. 30 lakhs (Rupees thirty lakhs) for preceding three financial years (2023-24, 2022 -23, 2021- 22) and Net Worth of Rs.10 lakhs (Rupees Ten lakhs) at the close of the preceding financial year (2023-24). The Bidder shall demonstrate, a CA certified minimum Average for preceding three financial years (2023-24, 2022 -23, 2021- 22) and at the close of the preceding financial year (2023-24). To demonstrate the above, the Bidder shall enclose the following: 1. Certificate(s) from a chartered accountant stating the Technical Capacity of the Bidder 2. Certificate(s) from its statutory auditors specifying the annual turnover for the three financial years preceding (2023-24, 2022 -23, 2021- 22) 3. Net worth of the Bidder, as at the close of the preceding financial year (2023 - 24), and also specifying that the methodology adopted for calculating such Annual Turnover and net worth conforms to the provisions of this clause. For the purposes of this TENDER, net worth (the "Net Worth") shall mean, For Companies under Companies Act 1956 or Companies Act 2013: - the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off. For entities other than Companies: - the total assets minus total liabilities. For the purposes of this TENDER, average annual turnover (the Average Annual Turnover") shall mean simple mean average of the preceding three financial years of gross annual revenue not including income from other sources like interest, dividend, rent etc. The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the Bid to commit the Bidder • Any entity which has been barred by the Central/State Government or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid • A Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated for breach by such Bidder. • It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is of the Bidder. • Any entity which was declared as the preferred bidder in the earlier bidding process and has withdrawn from the project would not be eligible to submit this Bid.
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	The following conditions shall be adhered to while submitting the Bid; • Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information. • In responding to the tender document, Bidders should demonstrate their capabilities in accordance with the eligibility criteria mentioned in this document with certified documents wherever required.
E.	litigation history: The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'. If there is no litigation history, the bidder shall specifically mention in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender. In case there is litigation history, litigation History must cover in Annexure-12. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. The evaluation of Litigation History, as submitted / disclosed by the bidder as per the Annexure-12, will be done as follows: 1. If in the opinion of BMC / Competent Authority, the actions taken by the authorities mentioned in the foregoing paragraph are not of a serious nature and / or not likely to affect the performance of this contract materially, the same may not be adversely considered against the bidder while evaluating the bidder's qualifications. 2. If in the opinion of BMC / Competent Authority, the actions taken by the authorities as mentioned in the foregoing paragraph are of grave in nature, the bidder may be declared ineligible as per Clause (23) j (2) hereinafter. 3. While performing the evaluation of the Litigation History, the BMC / Competent Authority will be at liberty to ask the bidder to clarify certain points or provide additional information as deemed fit. While doing so, the BMC/Competent Authority shall clearly prescribe a time within which the bidder is expected to respond. The bidder shall submit such clarifications / information within the prescribed time. 4. Notwithstanding the above, the BMC/ Competent Authorities may make appropriate references to the concerned authorities to ascertain the correctness of information submitted by the bidder.

	F.	All bidders must disclose the names& contacts of their partners, if any. Any bidder failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing
		Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not bid separately under different names for the same contract.
		If it is found that firms as described in clause 1-D have submitted bids separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.
	i	If it is found that closely related persons as in clause 1-G have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or if such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-G(i) including similar action against the firms/ establishments concerned.
2.	<u>Extension:-</u> The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.	
3.	<u>Amendment to tender documents</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it on the portal of BMC and Mahatender. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'	
4.	The tenderer shall offer the best prices for the subject work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the 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 tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or	

	compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation." Affidavit shall be uploaded in this respect as per annexure –3a.
5.	Bidder shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
6.	<u>Validity :-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
7	<u>Payment of E.M.D. (Earnest money deposit):-</u> The tenderer shall pay entire amount of EMD online through payment gateways of GOM on URL http://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/ Packet 'A'. Any Bid not accompanied by an acceptable EMD, shall be rejected outright as non-responsive.
8	<u>Refund of E.M.D.</u> 1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per Mahatender procedure. 2. The EMD of successful bidder will be discharged when bidder has signed the agreement and / or furnish the required security deposits as elaborated in standard bid documents.
9	<u>Forfeiture of Entire EMD</u> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or ii) Furnish the required Security Deposits. iii) If mentioned in this documents specifically.
10	<u>Tender Fees:-</u> Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on Mahatender portal through payment gateway of GOM on URL https://mahatenders.gov.in.
11	<u>Acknowledging communications :-</u> Every communication from the Office of Chief Medical superintendent &HOD (SHCS) Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the Bidder with the signature of authorized person and with

	official rubber stamp of the Bidder.
12	<u>Where and how to submit the tender :-</u> (Refer Section 5- Flow of activities of Tender &Section 4: Instructions to Tenderer participating in e-Tendering) The e-Tendering process of BMC is enabled through Mahatender portal 'https://Mahatenders.gov.in' The bid should be submitted online through website https://mahatenders.gov.in in three Covers i.e. Fee/Prequal, Technical Cover & Finance Cover. All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However, the e-tender website or helpline numbers may guide you for obtaining the same Deadline for submission of bid – as per schedule mentioned in tender notice.
13	<u>Documents to be uploaded :-</u> Original scanned documents or self-attested photocopies of specific documents shall be scanned and uploaded. This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.
14	<u>Authentication for documents:-</u> The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected, and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said bidders shall be instituted. The Municipal Commissioner shall also be entitled to recover from the bidders dues the damages/losses occurred thereof.
15	<u>Translation of certificates:-</u> If the certificate issued by any statutory authority is in language other than English, Hindi or Marathi, then a translated copy of certificate in one of the languages mentioned above, and certified by the official translator shall have to be uploaded along with a copy of the original certificate.
16	<u>Sign and seal:-</u> Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the Bidder which shall include acceptance of special directions/terms and conditions if any, incorporated. - If a tender is submitted by a firm, it shall be digitally signed by the Directors of the said firm or authorised representative only. - 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/ 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	<u>Power of Attorney (POA):-</u> Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-. Note – <table> <tr> <td>(a)</td><td>The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.</td></tr> <tr> <td>(b)</td><td>If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.</td></tr> </table> If Tender is awarded and Contract Documents are signed by POA Holder then at the time of contract POA is to be registered at the Office of Chief Accountant (B.M.C.)	(a)	The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.	(b)	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.				
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(b)	If all uploaded documents are signed by Proprietor or 2 directors/Managing Director or All partners, as the case may be, POA is not required to be submitted.								
18	<u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the Highest bidder irrespective of unconditional Bonus/complimentary / discount offer.								
19	<u>Variation in rate:-</u> Tenderers shall 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.								
20	<u>Firm price :-</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The tenderer should quote the basic rate and applicable GST percentage separately. The basic rates quoted shall be inclusive of all taxes and duties applicable except GST.								
21	<u>Contradictory Clause in tender :-</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.								
22	<u>Alternative clauses in tender:-</u> No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.								
23	<u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected if <table> <tr> <td>a)</td><td>The tenderer stipulates own condition /conditions,</td></tr> <tr> <td>b)</td><td>Does not fill & sign the Tender Form incorporated in the Tender,</td></tr> <tr> <td>c)</td><td>Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication</td></tr> <tr> <td>d)</td><td>Tenderer is not eligible to participate in the bid as per laid down eligibility</td></tr> </table>	a)	The tenderer stipulates own condition /conditions,	b)	Does not fill & sign the Tender Form incorporated in the Tender,	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility
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	criteria;								
e)	The Goods offered are not eligible as per the provision of the tender								
f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.								
g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.								
h)	Stipulated validity period less than 180 days.								
i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.								
j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have: <table border="1"> <tr> <td>1)</td><td>Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or</td></tr> <tr> <td>2)</td><td>Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.</td></tr> </table>	1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or	2)	Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.				
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24	<u>Bidders address :-</u> - The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per Annexure - 1. - Tenderer Participating in this bidding process have to furnish the details as per annexure – 1								
25	<u>The Three Covers system:</u> The tenderer should upload tender in Three Covers system as below. <table border="1"> <tr> <td>i.</td><td>The tenderer should upload tender in Three Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.</td></tr> <tr> <td>ii.</td><td>The tender shall be uploaded only by the tenderer with his own digital signature authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</td></tr> <tr> <td>iii.</td><td>All the documents should be strictly uploaded in P.D.F. format</td></tr> <tr> <td>iv.</td><td>If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & Technical Cover/Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on Mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self-attested, signed, scanned copies of the short documents</td></tr> </table>	i.	The tenderer should upload tender in Three Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.	ii.	The tender shall be uploaded only by the tenderer with his own digital signature authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.	iii.	All the documents should be strictly uploaded in P.D.F. format	iv.	If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & Technical Cover/Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on Mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self-attested, signed, scanned copies of the short documents
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	asked under Short fall Documents Folder on Mahatender Portal within 7 working days (excluding weekly & other holidays) from the date of intimation.
v.	The documents which are uploaded in Packet 'A' & Technical Cover/Packet 'B' with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. If the information of short documents (Packet 'A' & Technical Cover/Packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.
vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
vii.	The tenderer shall not disclose / quote the rate of the items in Fee/ Pre Qual Cover/ Packet 'A' & Technical Cover/Packet 'B' (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not masked will not be accepted and item will be considered Non Responsive.
viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
xi.	All addendums /corrigendum shall be uploaded along with tender document
I	<u>Technical Bid Cover Contains following sub covers:-</u>
a)	<u>Fee Cover:-</u> The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/Packet
b)	<u>Packet – 'A':</u> The following Documents shall be submitted in the Packet 'A':-
1.	Particulars about the Tenderer (Annexure –1)
2.	Tender form (Annexure -2)
3.	Undertaking to be signed by the Tenderer (Annexure-3a)

4.	Undertaking of insolvency/blacklisting to be signed by theTenders. (Annexure- 3b)
5.	Authorization letter for attending tender opening (Annexure-6)
6.	Articles of Agreement (Annexure 7)
7.	Authorization letter for Downloading and Uploading Tender (Annexure- 8)
8.	Grievance Redressal Mechanism (Annexure 9)
9.	Form of integrity pact (Annexure- 10)
10.	Declaration by the tenderer regarding HSN Code & GST Tax% (Annexure 11)
11.	Details of criminal cases history Declaration shall be submitted by the tenderer and his manufacturer on Rs.500/- stamp paper (Annexure 13)
12.	Annexure 14 Undertaking cum Indemnity Bond
13.	Tender document (except Annexures and only Mahatender copy should be uploaded.)
14.	<u>Firm/Company/Sanstha Registration Certificates.</u> i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm.
15.	<u>Solvency certificate</u> The tenderer should upload solvency certificate for minimum of <u>Rs. 30 Lakhs</u> from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
16.	<u>GST Registration Certificate (as applicable).</u>
17.	<u>PAN CARD</u> a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co. Op Society Registration Act 1960 (whichever is applicable) d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted. Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be

	uploaded along with PAN Card. e) AOA & MOA f) GST Certificate g) Consortium Agreement h) EMD Payment Receipt
	18. C.A.'s certificate for Turnover of the tenderer and Audited balance sheets
	19. Bidder shall submit Irrevocable Undertaking on Rs.500/- stamp paper as per 'Annexure-A'.
c)	Technical Cover/ Technical Bid (Packet B) The following Documents shall be submitted in the Cover 'B' :-
	1. Annexure- 4a: Financial Capacity of Bidder
	2. Annexure- 4b: Statutory Auditors Certificate
	3. Annexure- 4c: Statement of Legal Capacity
	4. Past performance/ experience certificate. (Annexure – 5 and or 5 a) Past Performance or Experience / Technical Capacity Certificate should be in the name of Bidder or Hospital part of the consortium.
	5. Annexure 12 – Details of Litigation history.
	6. Nursing Home Registration
	7. Accreditation Certificates (NABH/JCI & NABL) if available
d)	<u>Finance Cover / Commercial Bid (Packet C)</u> <u>Unit Wise bidder will be selected hence bidder should quote for each Unit separately.</u> The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. Rates accepted by BMC are exclusive of taxes only but while filling the BOQ, bidders must fill basic rate and applicable GST to evaluate the Final rate. It is mandatory for bidder to fill both these columns. If bidder fails to mention the GST % in specified column or have filled the inclusive rates in Basic rates column then their rates will not be considered for final evaluation and their offer will be made non-responsive. <u>** All the documents uploaded in Administrative cover/ Technical Cover/ Finance cover should be digitally signed.**</u> <u>NOTE :</u> a) <u>While quoting the basic prices it must be exclusive of all taxes, All Duties, levies, Cess etc. The GST shall be quoted separately as mentioned above. The rate quoted will be taken into consideration for evaluation and price comparisons.</u>

	b) <u>Format for Premium Fee given in Appendix II, Bidder should fill, sign and stamp on letter head before uploading the Packet ‘C’ as PDF Copy.</u>
26	<u>Taxes and Duties (IF Applicable):-</u> G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer 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. Rate accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates , increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price Variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing ‘Anti Profiteering Measure’ (APM), ‘any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in . Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC. Further, all the provisions of GST Act will be applicable to the tender.
27	<u>Pre-bid Meeting :</u> <u>The pre-bid meeting will be held on 12.08.2025 at venue – Conference Hall, 2nd floor, Annex Building, Office of Hon’ble AMC (WS), Head Quarter, Fort Mumbai, 400001.</u> The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting. Nonattendance at pre-bid meeting shall not be a cause for disqualification of the tenderer. The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/ projects.
28	<u>Procedure for the opening of the tender Cover :-</u> Administrative cover Packet ‘A’ & Technical Cover/Packet ‘B’ will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Finance cover/ Packet ‘C’ will be opened only if the administrative & technical offer in Packet, Administrative Cover/ Packet ‘A’ & Technical Cover/Packet ‘B’ is acceptable. In case the administrative and technical offer in Administrative cover/Packet ‘A’ & Technical Cover/Packet ‘B’ is found

	not acceptable or found incomplete and those who fail to pay applicable EMD, Tender fee, then Finance cover/ Packet 'C' will not be opened and offer will be kept out of consideration. The date and time of the opening of Finance cover/ Packet 'C' will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u>
29	<u>Evaluation of the tender:-</u> i. After opening of Administrative cover/ Packet 'A' & Technical Cover/Packet 'B', on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The Tender shall be on the basis of submitted substantiation documents. ii. Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the Tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal. iii. Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such Tenderers shall be opened later, on a given date and time. iv. <u>Note:-</u> (Scrutiny of this Packet will be done strictly with reference to only scanned copies of documents uploaded online) • The bidder shall upload the original documents duly scanned on or before the due date and time of the submission. • The bidder must ensure that the uploaded documents shall be clean and readable. • The bidder shall not disclose/quote the rates of items in Packet 'A'. In case of such indication of rate by the bidder in this packet, the tender shall be rejected out rightly and the EMD will be forfeited. • If the tenderer has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the tenderer shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the bidder. Tenderer in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder shall be note that the penalty of Rs. 2000/- per shortfall document will be imposed for not uploading all required documents as called for in writing through email correspondence. • If the information of shortfall documents sent by concerned BMC officer by e-mail on the bidders 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 will be treated as non compliance of the shortfall from the bidders end and their offer will be treated as non responsive.

	Non submission of required documents even after informing to submit the same, it amounts to deliberately non submission of the shortfall documents. In such cases 20% EMD amount will be forfeited as penalty. If bidder doesn't want to deduct penalty from EMD then Bidder also have option to pay penalty amount directly to any CFC center of BMC and to produce the payment receipt physically.
30	<u>Inspection Visit :-</u> The Highest Bidder shall have to arrange the visit at Hospital site mentioned in experience Certificate to prove technical capacity, for minimum three BMC's officers authorized by BMC at bidder's own expenses. The Hospital site Inspection Visit should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.
31	<u>Internal Grievance Redressal Mechanism :-</u> B.M.C. has formed PPP Cell under chairmanship of AMC(WS) for overall decision-making body including for the Redressal of grievances of bidders/prospective bidders/ related to any differences/disputes on BMC patients and their bills for consideration of Concessionaire/authority. - In the event of any grievance, the same shall preferably be brought in monthly or quarterly review meetings with an advance intimation of seven days. - It would be the bidder's responsibility to substantiate his claim/ grievance with proper documentary evidence/ records. - If the dispute is not resolved by the time of the next review meeting, the bidder shall notify PPP cell about the claim / grievance with all documents and minutes of the earlier review meeting wherein it was raised first. - The PPP cell will hear the bidder, examine the claim/ grievance and pass a reasoned order within Fifteen days of the hearing. If the bidder has been asked to provide additional information or clarifications, the order will be passed within fifteen days of receiving a response from the bidder. - If the bidder fails to respond within the prescribed period or appears for the hearing, the order will be passed <i>ex-parte</i>. - The decision of the PPP cell shall be final & binding. However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Redressal Committee.
32	<u>Price Negotiation :-</u> The BMC reserves its right to negotiate with the Highest acceptable tenderer (H-1), who is techno-commercially suitable for offer of Highest premium fees against Concession agreement for Service Facility in this TENDER and on whom the contract could have been placed but for the decision to negotiate.
33	<u>Acceptance of Tender/ Award of Contract :-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the Highest or any tender and reserves the

	right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Performance Security Deposit is not deposited by him to the BMC within stipulated time limit.
34	<u>Integrity Pact (If Applicable) :-</u> The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-10 duly signed and stamped on Rs.500/- stamp paper duly notarized. The tenderer shall offer the best prices for the subject concession period under TENDER as per the present market rates and that the bidder should not have offered less prices for the subject concession period under tender to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."
35	<u>Period of Contract:</u> The period of contract shall be initially for 10 years with provision of two extension for further 10 years subject to satisfactory performance from the date of signing of the concession Agreement as mentioned in TENDER.
36	<u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u>

Section 7: Description and Scope of Work

7.	Introduction:- BMC one of the oldest Municipal corporation, as local self government body governed by Mumbai Municipal Corporation Act 1888.It perform its all essential public service related functions having many departments like Education, Public Health Department , Solid Waste Management, Storm Water Drain, Hydraulic Engineering for Water supply, &, various wards, supporting departments like Roads, Special Engineering, Central Purchase, Mechanical & Electrical, Refrigeration, Infrastructure Development Cell etc... Public Health Department primarily deals with Healthcare services provided by BMC. BMC is the only municipal corporation in the country, which provides all three tier services to its citizens. Primary Healthcare Services by operating 212 health posts, 192 dispensaries, 30 maternity homes and 5 specialised hospitals. Secondary Healthcare Services by operating its 16 peripheral hospitals & Tertiary Healthcare Services by operating its 4 Medical Colleges &Major hospitals with one Dental College & Hospital. BMC invites Request for proposal from private healthcare service providers /or their authorized consortium of two players for SITC & Operation and maintenance of Hemodialysis center at (1) Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066, (2) Smt. M T Agrawal Municipal Hospital, Mulund (West), Mumbai- 400 080, (3) Shri Harilal Bhagwati Hospital, Borivali (West), Mumbai-400 068, (4) Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai-400 067, (5) Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077 from date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.								
7.1	Project Details: BMC has inviting tendering for SITC & Operation and maintenance of Hemodialysis center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years for 2 extension at (1) Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066 (2) Shri Harilal Bhagwati Municipal Hospital, Borivali (West), Mumbai-400 068 (3) Smt. M.T. Agrawal Municipal Hospital, Mulund (West), Mumabi-400 080 (4) Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai - 400 067 (5) Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077.								
7.2	Site Location and Details of available infrastructure as below- <table><tr><th>Unit no</th><th>Unit Name</th><th>Location of Dialysis Services & address of said premises</th><th>Area</th></tr><tr><td>1</td><td>Krantijyoti Savitribai Phule Hospital, Borivali (East),</td><td>9th floor of hospital building, Chinch Pada, Krantijyoti Savitribai</td><td>800 sq. ft.</td></tr></table>	Unit no	Unit Name	Location of Dialysis Services & address of said premises	Area	1	Krantijyoti Savitribai Phule Hospital, Borivali (East),	9 th floor of hospital building, Chinch Pada, Krantijyoti Savitribai	800 sq. ft.
Unit no	Unit Name	Location of Dialysis Services & address of said premises	Area						
1	Krantijyoti Savitribai Phule Hospital, Borivali (East),	9 th floor of hospital building, Chinch Pada, Krantijyoti Savitribai	800 sq. ft.						

		Mumbai-400 066	Phule Hospital, Borivali (East), Mumbai-400 066	(74.322 sq. mtr.)
	2	Shri Harilal Bhagwati Hospital, Borivali (West), Mumbai	2 nd floor of hospital building, village Mandapeshwar, Borivali (West), Mumbai, Maharashtra. 400 103.	317.2 sq. mtr.
	3	Smt. M.T. Agrawal Municipal Hospital, Mulund (West), Mumbai-400 080	3 rd floor, Smt. M.T. Agrawal Municipal Hospital, Panch-Rasta Mulund (West), Mumbai-400 080	211.21sq. mtr.
	4	Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandivali (West), Mumbai-400 067	B wing, Ground floor, Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandivali (West), Mumbai-400 067	91.90 sq. mtr.
	5	Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077	1 st floor main hospital building Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400077	82.30 sq. mtr.
7.3	• Special Note: 1. BMC will provide access to project site for physical surveillance and available physical drawings, documents, other relevant paper etc. on written request of Bidder to Tender inviting Authority. 2 For starting of Services. The Successful bidder shall set up Standard Hemodialysis machines in the said unit and provide all the required facilities such as manpower, setting up R.O plant, A.C. Plant, required accessories, consumables, and machineries etc. at his own cost.			
7.4	<u>SCOPE OF WORK</u>			
7.4.1	The Bidder should conduct a detail feasibility study of existing infrastructure to be hand over “as is where is” basis,			
7.4.2	The Bidder should come up with Details of Scheme for operation/ maintenance and transfer of infrastructure, taking in to consideration of all activities/refurbishment/ objectives /timeline and health requirements of local community etc. • Tentative Guideline for Scheme & Timeline for Phase wise Commissioning of Hospital Services from the date of signing of Concession Agreement • Mobilization Period for starting of Services: 3 Months			
7.4.3	The Bidder shall execute all Civil work, refurbishment and procurement, installation etc. activities before commissioning Hemodialysis Center.			

7.4.4	The Bidder shall take all necessary approval from competent regulatory/statuary/local authorities before the start of operation and maintenance of Hemodialysis Center.
7.4.5	The Bidder shall operate and maintain the services as per terms and condition of concession agreement for fifteen years initially with provision for extension of another fifteen years with good performance of key indicators.
7.4.6	The Bidder shall facilitate a smooth handing over of the hospital facility to BMC after expiry tenure or termination of contract.
7.4.7	B.M.C. will make available a built up premises of about (1) <u>74.322 sq. meter</u> on 9th floor of hospital building, Chinch Pada, Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066 (2) 317.2 sq. meter on 2nd floor Shri Harilal Bhagwati Municipal Hospital, Borivali (West), Mumbai-400 068 (3) 211.21 sq. meter on 3rd floor Smt. M.T Agrawal Municipal Hospital, Mulund (West), Mumbai -4000 080 (4) 91.90 sq. meter at B wing, Ground floor, Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai-400 067 (5) 82.30 sq. meter on 1st floor, main hospital building, Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077 All of which or one of which for setting up of the said unit.
7.4.8	The bidder shall set up Dialysis Center as per the requirement of Hospital. in the said unit and commissioning at their cost. The Dialysis Center shall be properly maintained and insured at the cost of successful bidder. Further all expenses required for the running of Dialysis will be borne by the successful bidder. The cost of electricity required for running the Dialysis Center will also born by the successful bidder.
7.4.9	The bidder will operate the unit 6 days in a week with maximum possible capacity.
7.4.10	It is expressly stated that the Bidder shall install Only Brand new machine, not launched before 5 years on due date of this tender. No refurbished, second hand or used Dialysis machine or equipment or accessories shall be installed at any of the Diagnostic center.
7.4.11	The bidder shall obtain all the permissions required to run the Dialysis Center from various authorities i.e. State Govt., Central Govt. other State Govt. agencies at their own cost. He should obtain required permissions from applicable regulatory authorities/Department of BMC/GoM if necessary.
7.4.12	The bidder should apply and get the separate water connection for the unit at its own cost and pay the required water charges / bills timely. The B.M.C. will charge the water supplied to the center at prevailing Municipal Rates for water supply admissible for such type of user.

7.4.13	The salary of the Nephrologists, Dialysis Technicians, Registered Nurses, Technical Supervisor and the staff / workers required at the Dialysis center will have to be borne by the successful bidder.
7.4.14	The B.M.C. will not bear any cost towards the establishment of the said staff and the employees at the center will not get benefits of Municipal Service Regulations (MSR)
7.4.15	The successful bidder must follow the Water quality Certification:- • Applicable Standards: ISO 23500 or AAMI standards for Dialysis water is mandatory. • Ensure the water used in dialysis meets safety standards.
7.4.16	The successful bidder will indemnify the B.M.C. for any eventualities / legal complications / disputes for running the said unit.
7.4.17	The bidder shall note that the premises including the structure are the property of B.M.C. and no any claim, charge, lien. etc. be created for the said premises.
7.4.18	All the issues related to Consumer Protection Act / Medico Legal Aspects that shall arise will be handled by the bidder and B.M.C. shall not be held responsible any dereliction of duties by the bidder.
7.4.19	The bidder shall not sublet the said unit or part thereof to any other party/ies. In case if the said conditions is violated, the permission will automatically stands cancelled and the BMC will take possession of the said premises / Unit.
7.5	<u>Operation and Maintenance of the facility:</u> - Operation and Maintenance obligations of The Bidder. During the Concession Period, The Bidder shall operate and maintain the facility and provide Healthcare Services. The Bidder will be allowed to carry out minor repairs or changes, not amounting to any structural changes, to suit his planning requirements. If the proposed changes require approvals from any regulatory authorities under any statue, the concessioner shall procure such approvals before undertaking such works. The concessioner shall be under obligation to comply with such conditions as prescribed by the said authorities while approving the changes. . The obligations of The Bidder hereunder shall include:
7.5.1	BMC will allow the Successful Bidder to obtain separate Electricity meter and procure separate telephone lines of Hemodialysis unit at the bidder cost.
7.5.2	The B.M.C. shall hand over premises area and allow the Successful Bidder to site development & Civil works for operation and running Hemodialysis Center at their own costs.
7.5.3	The unit wise Successful Bidder will sign the unit wise Concession agreement and thereafter he shall set up the entire Dialysis Center at its own cost on the allotted premises at (1) Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066, (2) Shri. Harilal Bhagwati Municipal Hospital, Borivali (West), (3) Smt. M.T. Agrwal Municipal Hospital, Mulund, (4) Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandivali (West), Mumbai-400 067, (5) Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East),

	Mumbai- 400 077 to manage and maintain the same as specified in Concession Agreement.																								
7.5.4	The Successful Bidder shall pay stationery and legal charges as prescribed by legal dept. of BMC. The Successful Bidder shall execute a Concession Agreement with BMC before commencing, setting up Hemodialysis services and cost on account of this shall be borne by the Successful Bidder. The premises will be handed over to the Successful Bidder only after signing the Contract / Concession Agreement.																								
7.5.5	Ownership of the premises will always be with BMC and therefore the Successful Bidder or their Representative or employees shall not have any claim, right, title or interest in the said unit.																								
7.5.6	It shall be the sole responsibility of Successful Bidder to raise the required funds for maintenance and management of Dialysis and BMC shall not be responsible or liable to provide any funds or financial assistance.																								
7.5.7	The Successful Bidder shall run and maintain the said Dialysis Strictly as per rules and regulations fixed by relevant authority and Central Licensing Authority.																								
7.5.8	The Successful Bidder shall not obstruct entry of BMC's Officer / Local authorities or Officer to Dialysis Center.																								
7.5.9	Calibrate and maintain the Hemodialysis equipment in optimum performance conditions by ensuring preventive maintenance and following good industry practice.																								
7.6	<u>Baseline Concession Fee :</u> Baseline Concession Fee per annum fix as unit wise in respective Project hospital as shown in chart. <table><tr><th>Sr. No.</th><th>Name of Hospital</th><th>Area (Sq. Mtr.)</th><th>Annual Concession Fee (Rs.)</th></tr><tr><td>1</td><td>Krantijyoti Savitribai Phule Hospital, Borivali (East)</td><td>74.322</td><td>85,523</td></tr><tr><td>2</td><td>Shri Harilal Bhagwati Municipal Hospital, Borivali (West)</td><td>317.2</td><td>3,68,298</td></tr><tr><td>3</td><td>Smt. M.T. Agrawal Municipal Hospital, Mulund west</td><td>211.21</td><td>2,03,968</td></tr><tr><td>4</td><td>Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai-400067</td><td>91.90</td><td>1,13,190</td></tr><tr><td>5</td><td>Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400077</td><td>82.30</td><td>93,558</td></tr></table> The Bidder will be chosen based on quoted highest concession fee. The Bidder will pay first year's concession fee in advance within 1 month of issuance of Letter of Acceptance/ at the time of Signing of Concession Agreement.	Sr. No.	Name of Hospital	Area (Sq. Mtr.)	Annual Concession Fee (Rs.)	1	Krantijyoti Savitribai Phule Hospital, Borivali (East)	74.322	85,523	2	Shri Harilal Bhagwati Municipal Hospital, Borivali (West)	317.2	3,68,298	3	Smt. M.T. Agrawal Municipal Hospital, Mulund west	211.21	2,03,968	4	Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandavali (West), Mumbai-400067	91.90	1,13,190	5	Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400077	82.30	93,558
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5	Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400077	82.30	93,558																						

	General Terms & Conditions for Concession Fee:- • Advance Concession Fee to be paid in the first month of every financial year. • Penalty of 15% interest of annual concession fee shall be charged for delay of payment of advance annual concession fee. • In case of delay in commissioning of project as per scheme of concessionaire presented and agreed by authority, Penalty of 25% of annual concession fee shall be applicable on pro-rata basis.
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SECTION 8: GENERAL CONDITIONS OF CONTRACT	
The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.	
1.	<u>Contract:-</u> Contract means the Contract Agreement entered into between the Authorities, henceforth called Brihanmumbai Municipal Corporation or BMC, and The Bidder, 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 Bidder. The date of the Contract Agreement shall be recorded in the signed form. Tendered must distinctly understand that, they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to “Force Majeure Clause” as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.
2.	<u>Contract Documents:-</u> The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it. 1) Letter of Acceptance 2) The original Bid document, sign by Concessionaire in token of acceptance. 3) Minutes of pre bid meeting, common set of deviations/addenda/corrigenda sign by the concession in token of acceptance. 4) Commercial Bid Submitted by Concessionaire along with other details during the Bidding Stage and the final/revised commercial offer submitted by him. 5) All correspondence between BMC and Concessionaire after opening the Bid and up to acceptance of Bid by the BMC. 6) Standing committee resolution. 7) Letter of acceptance of offer in favor of Concessionaire. 8) The General conditions of Contract 9) Special Condition of Contract 10) The General Instructions and conditions to Tenderers 11) All Annexures 12) Scheme Submitted by bidder, communications on said scheme & Approval of Municipal Commissioner for scheme with terms & condition if specified.

3.	<u>Contract Deposit / Performance Security:-</u>		
	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of Ten years of Concession fee, within 30 days from the date of issue of Letter of Acceptance (LOA).	
	ii.	The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or Bankers' Guarantee from bank	
	iii.	Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf'. The B.G. shall be acceptable from these banks (except IDBI bank) and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.	
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.	
	v.	The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations.	
	vi.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.5% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.	
	vii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or	
	a.	to forfeit the said security in whole or in part in the event of:	
		i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
	ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect	
	b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.	
4.	<u>Refund of contract deposit:-</u>		
	Contract deposit will be refunded without interest 6 months after satisfactory		

	completion of contract period and after contractor duly performs and completes the contract in all respects.
5.	<u>Signing & Execution of Contract :-</u> i) In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor), full amount of the contract deposit must be paid and The contract must be signed by authorize representative of the firm all the partners/directors of the firm. If one or more partners/directors are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All Such power of attorney need be registered in the office of the Chief Accountant and Ch.M.S. & HOD (SHCS) should be informed accordingly ii) In case of joint consortium the contract must be sealed with the seal of the consortium in the presence of and signed by two Directors or by person duly authorized to sign the contract for the consortium by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Ch, M.S. & HOD (SHCS) should be informed accordingly. iii) Contractor shall pay contract deposit / performance security, legal & stationary charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine for delay Rs. 5000/- per day will be imposed up to maximum 15 days. iv) If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time (i.e. 45 days including penalty period of 15 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed, no bills shall be admitted for payment. v) The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so. vi) The contract shall be executed as per the MMC Act.
6.	<u>Payment of legal and stationery charges:-</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. <u>The 18% of GST will be applicable on charges and this charges may change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u>
7.	<u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp

	duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of “Stamp Duty Act 1958” (amended till date).
8.	<u>The Successful Tenderers must distinctly understand:-</u> a. That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the condition. The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm, floods or rising of war by any country. b. The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. c. The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro- actively brought to the notice of the BMC within 7 days of it coming to the Contractor’s knowledge. d. The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
9.	<u>Monetary dealings with the Municipal Employees</u> The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.
10.	<u>Blacklisting:-</u> The firm shall be black-listed, if it is found that: - i) Forged documents are submitted OR ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR iii) If Authorities have terminated the contract Agreement on persistent default on performance of obligation and failed to cure on repetitive notices issued time to time.
11.	<u>Contract Postponement:-</u> Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or

	contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.
12.	<u>Secrecy:-</u> The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any 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 contractor.
13.	<u>Compliance with security Requirement:-</u> The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any and obtain necessary prior permission for entry into the premises.
14.	<u>Confidential Information:-</u> The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items 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 affected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC.
15.	<u>Force Majeure clause:-</u> For Force Majeure” shall mean any event beyond the control of BMC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following: i) War, hostilities, invasion, act of foreign enemy and civil war. ii) Rebellion, Revolution, Insurrection, Mutiny, Conspiracy, Riot, Civil Commotion and Terrorists’ Acts. iii) Strike, Sabotage, Unlawful Lockout, Epidemics, Quarantine and Plague iv) Earthquake, Fire, Flood or Cyclone, or other Natural Disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail. ▪ The date of commencement of the event of Force Majeure. ▪ The nature and extent of the event of Force Majeure.

	▪ The estimated Force Majeure Period. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby. Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract will mutually discuss and decide the course of action to be adopted.
16.	<u>Subsequent Legislation:-</u> If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.
17.	<u>Corporation's lien over all moneys due to the Contractor or his deposit :-</u> The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor from the moneys, security or deposit which may become payable or returnable to the Contractor under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor 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 Contractor either in addition to or in substitution of the cash or contract deposit to be made under this contract.
18	<u>Commissioner's direction & decisions to be final and binding:-</u> 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 Tenderer 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.
19	<u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him:-</u> 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 Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any 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.
20	<u>Dissolution of the Contract:-</u> The Bidder shall not at any time dissolve partnership/firm/consortium agreement 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 shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.
21.	<u>Termination of Contract:-</u> These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or default in execution of the contractual terms and conditions in any manner by The Bidder ,whichever is earlier (Unless the same shall have been previously determined by the Commissioner as herein before provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed. 1. Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and The Bidder fails to cure the default within a Cure Period of [60 (sixty)] days, The Bidder shall be deemed to be in default of the Agreement (the “Concessionaire Default”), unless the default has occurred as a result of any breach of this Agreement by the Authority. The defaults referred to herein shall include the following: 2. The Concessionaire abandons or manifests intension to abandon the development or operation of the Hospital without the prior written consent of the Authority.

	3. The Bidder has failed to make any payment to the Authority including the Concession Fee within the period specified in this Agreement. 4. Upon occurrence of a Financial Default, the Lender's Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and The Bidder fails to cure the default within the Cure Period specified hereinabove. 5. a breach of any of the Concession Agreements by The Bidder has caused a Material Adverse Effect. 6. The bidder has committed default in respect of supply of accessories, consumables and Plant & machineries etc. as prescribed by GOM & Regulatory bodies time to time, the B.M.C. will be at liberty to terminate the agreement with the successful bidder with immediate effect without notice and the premises will vest with B.M.C. for which no compensation of any sort will be granted. Further, B.M.C. may also take any other action against the successful bidder, as deemed fit 7. The Bidder has committed a breach of any of the terms and condition or this agreement including misuse of carrying out illegal activities, the Municipal Commissioner shall give notice to the Successful Bidder prescribing the time limit to rectify such breached. If the Successful Bidder fails to comply with the said requisitions, the Municipal Commissioner from BMC authorized to terminate the agreement and forfeits the deposits, material, etc. and utilize it for the purposed deemed fit to authority. 8. The Bidder creates any Encumbrance in breach of this Agreement. 9. A Change in Ownership has occurred in breach of the provisions of change in ownership clause. 10. The Bidder has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect: provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of The Bidder are transferred to the amalgamated or reconstructed entity and the amalgamated or reconstructed entity has unconditionally assumed the obligations of The Bidder under this Agreement and the Project Agreements 11. The Bidder is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for The Bidder or for the whole or material part of its assets that has a material bearing on the Project. 12. Occurrence of any Insolvency Event. 13. Any representation or warranty of The Bidder herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or The Bidder is at any time hereafter found to be in breach thereof. 14. The Bidder submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars; The
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	bidder has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement. 15. The Bidder commits default in complying with any other provisions of this Agreement if such default causes or may cause a Material Adverse Effect on the Authority. 16. BMC & the Successful Bidder can terminate and / or cancel agreement by giving written notice of 2 months. On termination of agreement, the Successful Bidder shall remove all the staff employed by them from the Dialysis Center Premises. Any Plant & Machinery, equipment, Furniture etc. brought in by the Successful Bidder shall remain the property of the Successful Bidder and have the right to remove the same on termination of Agreement or on expiry of terms of the agreement 17. Any Other Matter like dereliction of duties/Non compliance to Regulatory bodies/professional misconduct/illegal activities not mention above but directly or indirectly affecting BMC and causing material effect, such act will be considered as default in Concession agreement with appropriate sanctions of Municipal Commissioner and his decision will be final for both parties. 2.1 Upon Termination for any reason whatsoever, the authority shall: a) Take possession and control of the project for twitch. b) Take possession and control of all materials, stores, implements, plants and Equipment on or about the hospital c) Be entitled to restrain The Bidder and any person claiming through or under The Bidder from entering the Hospital Site.
22.	<u>Jurisdiction of Courts:-</u> 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.
23.	<u>Governing Language:-</u> English language version of the contract shall govern its Interpretation.
24.	<u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular.
25	<u>Meaning:-</u> The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner’ or ‘Deputy Municipal Commissioner’.
26.	<u>Saving clause:-</u> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid.
27.	<u>Applicable Laws:-</u> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
28.	<u>Indemnification:-</u>

	The Bidder shall indemnify the BMC against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The Bidder shall submit an indemnity bond to this effect as per Annexure-14.
29.	<u>Operation of the Contract Clauses:-</u> The Chief M.S.&HOD (SHCS) on approvals of authorities through his/her successor/s for the time being holding the office of the Chief M.S.&HOD(SHCS)/ 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 Chief M.S.&HOD(SHCS) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
30	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
31	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.

SECTION 9: SPECIAL CONDITIONS OF CONTRACT	
9.1	<i>Operation and Maintenance of the facility:-</i> Operation and Maintenance obligations of The Bidder
	During the Concession Period, the Bidder shall set up Dialysis services as per the requirement of NABH to comply with the provisions of Applicable Laws and Applicable Permits and conform to Specifications and Standards and Good Industry Practice subject to prior written consent from the authority. The obligations of The Bidder here under shall include: 9.1.1 Undertaking operation and maintenance of the Center in an efficient, coordinated and economical manner, in compliance with the Specification and Standards. 9.1.2 Undertaking, in compliance with the terms and conditions of the TENDER / Agreement including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practice: (i) the operation of the Hospital by itself and provide Healthcare Services to the Users, and (ii) the maintenance of the Center as per applicable Rules/norms/GOM Directives/Regulatory bodies applicable instructions rules & Regulations.
9.2	Obligations of Concessionaire: a. The Successful Bidder shall take over the possession of the site on “As is where is” basis along with the existing structures constructed for hospital within one month from the date of receipt of the LOA, failing which E.M.D. paid by him shall be forfeited, without any notice. b. The Successful Bidder shall obtain a proper license for running and maintaining the Dialysis Center from the concerned authority & The Central Licensing Authority in its own name and its own costs and expenses and shall renew it from time to time. c. The Bidder shall display a notice board essentially in Marathi and also on the conspicuous part of the said plot, indicating that it is a Municipal property. d. The information through digital display board in Marathi and English shall be displayed at a prominent place at the center that this Dialysis Center is being run by the Bidder (Name of the Bidder) organization on Public Private Partnership model with B.M.C. at prescribed rates of GoM/regulatory body e. The Bidder shall use the said area only for permitted activity and not for any other purpose whatsoever. f. The Bidder shall be responsible for any misconduct on the part of his Employee(s) or any nuisance caused directly or indirectly by them. g. The Bidder shall forthwith, at his own cost and expenses comply with any requisitions, orders and/or notices that may be made or issued by the Municipal Commissioner/Chief Medical Superintendent (secondary Healthcare Services) /Executive Health Officer/OSD/Authorized Officer, Food and Drugs

	Administration to any other municipal officer or public body pertaining to any matter in connection with the running of the facilities. h. The Bidder shall not carry out any additions/alterations of any kind whatsoever, permanent or temporary in the premises/structure during the tenure of Concession period without prior permission from competent authority. i. The proposed Dialysis Center to be run by The Bidder shall be under entire control of The Bidders. The Bidder shall appoint required staff in various categories so as to run it as Proper Dialysis Center and the management of the same will be under the control of the said concessionaire. j. The said concessionaire will run a Dialysis Center in the premises to be allotted to them for rendering medical services to the citizens “other than BMC Patients” at reasonable/moderate rates. Facilities like communication booth, Administrative offices or any other user as permissible under applicable law & standards of Good industrial practices may be provided. k. The center shall be opened to patients belonging to all religions, casts & communities. Also the same shall be opened for inspection to the Monitoring Committee or any other Municipal Officer or person nominated by B.M.C. at any time l. The Successful Bidder will maintain proper books of accounts and record in respect of management and maintenance of the Dialysis Center & the Municipal Commissioner or his representative and the Successful Bidder will provide copies of audited accounts to BMC every year. m. The remunerations of all employees like the Medical Officer, Dialysis Technicians, Registered Nurses, Technical Supervisor and the staff / workers required at the Dialysis Center will have to be borne by the successful bidder n. The Bidder shall provide access to CMO/MS/CHMS/OSD in the HMIS software to validate all information’s of BMC patients. o. The Bidder shall pay the water, Electricity charges etc.
9.3	• Key Performance Indicators: • The Bidder shall at all times ensure that the hours of availability of all services provided by the Hospital conform to Good Industry Practice. • all the Healthcare Services, excluding the outpatient Healthcare Services, as may be required in accordance with Good Industry Practice and Applicable Laws, are available 24 (twenty-four) hours a day and on all days in a year; • Electricity backup with optimal capacity of gen-set is maintained, in accordance with Good Industry Practice; • Definition Of BMC Patients: ○ The citizens residing in the area of BMC /MMR Region (having Yellow or Orange Ration Card issued by Government of Maharashtra). ○ BMC’s in-service & retired Employees & their respective family (Spouse,

	Children & Parents) ○ BMC's Sitting Councilors& their respective family (Spouse, Children & Parents) ○ Patients admitted in BMC's project Hospital & in need of the Dialysis Center related services. ○ Patients referred by All BMC Hospitals/Maternity Homes/Healthcare Facilities for requirements of Dialysis Center related services ○ Patients referred by All Govt. of Maharashtra Hospitals/Central Govt Hospitals / Other ESIC, ESIS, Railway etc. Semi Govt. Healthcare Facilities for requirements of Dialysis Center related services ○ Patients authorized by MS/CMO/In Charge of project Hospital as BMC Patients ○ The Bidder shall maintain the record of patients who have availed the services of the Dialysis Center shall submit monthly report to Medical Superintendent/ CMO/In Charge of concerned Hospital and all the report shall be made available online. The reports of patients shall be provided to them in hard copy and electronic form
	Special Terms & Conditions for reimbursement of expenses incurred by the concessionaire towards BMC patients in certain conditions:- ● “The Service Rate” (SR) means rate by which The Bidder is bound to provide all services at Dialysis Center to the BMC patients. ● The Bidder shall charge to patients directly as per the rates fixed by MCGM Guidelines / Circulars & GOM Circular issued timed to time subject to changes (revision) in the same from time to time ● The Bidder is bound to provide or make available these services to BMC patients at the SR List rates only. The Bidder is expressly prohibited from charging BMC patients more than the prescribed rates ● The Bidder shall bind to implement all Govt. Schemes related to Dialysis Center services. ● The concessioner shall set up a separate Help desk to get patients covered under the schemes ● The Bidder shall take all efforts to enroll BMC patients under such schemes. ● The Bidder shall not claim treatment expenses of BMC patients enrolled under such schemes & the Bidder shall obtain reimbursement through schemes only in coordination with project hospital in-charges. ● For every claim of reimbursement of the expenses submitted to BMC will dealt with as follows: ○ The bidder shall adequately demonstrate to BMC that he had explored all possible ways to cover the expenses under the prevailing schemes of the

	Government and despite his best efforts, the reimbursement could not be materialized, ○ If bidder fails to do so, such claims shall be summarily rejected and concessionaire shall bear the cost of such treatments of his own. ○ The bidder shall provide all relevant as well as corroborating records of treatments and services provided to patients to adequately demonstrate that the claimed expenses had been incurred by the bidder. ○ MS/CMO/In Charge of project Hospital will scrutinize the claims and reimburse it through respective head of hospital accounts where patients didn't paid amount to center directly. ○ MS/CMO/In Charge of project Hospital shall reimburse the claims of patients enrolled under scheme as per prescribed rate. ● In no event and under any pretext, the bidder shall deny admission to BMC patients or refuse to provide the treatment or services as required by the patient
9.4	Payment of concession Fees: 1. The Bidder shall pay advance concession fees on or before 30th April of every financial year <u>Penalty for non-payment or Delay Payment of Concession Fee:-</u> a) 15% p.a. interest on the delay of the “Advance Annual Concession Fee” for the period till the payment of applicable accumulated Concession fee. b) In case of delay in commissioning of project as per scheme of concessionaire presented and agreed by authority, penalty of 25%p.a. of the annual concession fee shall be applicable on pro-rata basis. & To cancel the contract and orders and forfeiture of EMD, Performance Security Deposit, and blacklisting the firm/company along with their partners/ directors, even if the default persist after giving notice to cure defect in performance of obligation as per contractual terms & Conditions.
9.5	OTHER CONDITIONS: 9.5.1 Safety and Security a. The Bidder shall provide and maintain perimeter fencing or other suitable protection around the Hemodialysis Center and shall be responsible for the security arrangements for the hospital in order to maintain safe and orderly conduct of its business and the security thereof. b. The Bidder shall install and operate a closed-circuit television system (CCTV) to monitor the Hemodialysis Center and such other parts of the hospital as may be necessary and expedient for safe operations of the service center in accordance with Good Industry Practice. c. The Bidder shall engage and depute trained personnel for maintaining the

	security and safety of users inside the site for Service center in accordance with Good Industry Practice. d. The Bidder shall ensure that biomedical waste is segregated, labeled and dispose of in accordance with applicable law. 9.5.2. Quality of Healthcare Services a. The Bidder shall ensure that all patients in the hospital receive quality care in accordance with the provisions of Good Industry Practices, Good Clinical Practice. As per NABH/JCI and NABL standards which should be obtained within 36 months from start of commercial operation of hospital. b. The Bidder shall ensure that no patient or category of patients is discriminated against or unduly favored, as the case may be, in the use of the hospital. The Bidder agrees that it shall not refer any “BMC Patient” to any other healthcare facility (either BMC or otherwise) without a valid reason, which shall be recorded in writing and countersigned by the concern CMO. c. The Bidder shall ensure that access, assessment and continuous care of patients, management of medication, patient rights and education, infection control and continuous quality improvement are in accordance with Applicable Laws, Applicable Permits, Good Healthcare Practice, Good Clinical Practice and Good Industry Practice. 9.5.3. Human Resources: a. The Service center shall have well qualified clinical staff members (doctors, nurses, technicians, paramedical staff etc.) as per the requirements set out in Applicable Laws in each of the departments in accordance with the NMC Norms and other applicable healthcare guidelines from time to time. b. The Bidder shall procure and ensure that all staff engaged in the provision of healthcare services are suitably qualified and receive sufficient training and instructions in accordance with Good Industry Practice and standards of their relevant professional body, if any, for execution of their duties, which shall at a minimum be compliant with the performance standards c. The Successful Bidder shall manage and maintain the Dialysis center by engaging its own staff including Doctor, Pathologist, Para-medical staff like technicians, medical social workers and labour staff. The Doctors, Pathologist, Technicians and MSWs should possess qualification duly prescribed by BMC / IMC or any government department. The Successful Bidder on its own behalf hires / engages all the required staff and will not act as authorized representative of BMC engaging the work force d. The Bidder shall comply with the standards set forth in the Applicable Laws. 9.5.4. Equipment:
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	a. The Bidder shall procure, install and commission all Equipment, medical devices, apparatus, facilities and all other support and ancillary infrastructure as necessary for development, operations and maintenance of the Hospital and providing healthcare services as per the Scope of the Project and as required under the Applicable Laws. b. The Bidder shall ensure that all Equipment, medical devices, apparatus and facilities are in running and working condition and are calibrated, upgraded or replaced from time to time according to their life span or its impending obsolescence and in compliance with the certification requirements of the concerned competent authorities. c. The installed equipment shall be CE certified (under MDD) along with declaration of conformity or US FDA certification as applicable. 9.5.5. Operation of software: Concessionaire shall ensure that it operates on at least [1(one)] of the computer system at the Hospital pertaining to state wide management information system; [HMIS, e-Mamta, SNCU software, e-Aushidhi, UDID etc.] as may be notified by the Authority from time to time. The Bidder shall bear all costs in connection with purchase, royalty, if any, renewal etc. of the software. It shall have integration compatibility with BMC HMIS software for data shearing
9.6	Obligations of BMC ▪ BMC shall hand over the said Project on “As is where is” basis along with the existing main building, Ancillary Buildings & utility rooms. ▪ BMC shall provide architectural drawings, structural drawings for all the existing structures to The Bidder which are available with the BMC on “as is where is” basis. ▪ It will be the responsibility of the BMC to remove all the unauthorized structures / encroachments from the plot. ▪ BMC shall provide assistance to The Bidder for obtaining various permissions / licenses / compliances from regulatory / non regulatory authorities. ▪ Any unreasonable delay on the part of BMC in approval of schemes submitted for approval after or giving any information required for successful implementation of the project or handing over of this plot removal of encumbrances etc. shall be compensated by way of extension of the project period to that extent, on receipt of application form concessionaire for the same. The BMC shall not be liable to pay any monitory compensation on account of any of the above reasons. The decision of the Commissioner in this respect shall be final. Payment of Property Tax: ▪ BMC shall pay applicable property tax of service center area handed over to the bidder.

10.	Section 10 - Establishment of Grievance Cell: at Hospital Level
	10.1. The Authority acknowledges the importance of addressing patient concerns, complaints, and grievances promptly and effectively. 10.2. The establishment of a Grievance Cell, with the presence of a Health Department Representative of the Authority (BMC) aims to ensure transparency, accountability, and the provision of quality healthcare services to all patients and their families. 10.3. Composition of the Grievance Cell: The Grievance Cell shall consist of the following members: a. Dialysis Center Administrator appointed by Concessionaire (Chairperson) b. Medical Superintendent/Chief Medical Officer/ Incharge of the project Hospital c. Nursing Supervisor of the Project Hospital. d. Medical Officer of the project Hospital. 10.4. Grievance Handling Procedure: i. Patients or their representatives may submit grievances, complaints, or feedback in writing to the Grievance Cell. ii. The Grievance Cell shall ensure the confidentiality of complainants and maintain records of all grievances received. iii. Grievances shall be reviewed and resolved promptly, and complainants shall be provided with timely updates on the status of their concerns. iv. The MS/CMO/In Charge of Project Hospital shall play an active role in reviewing and addressing Service-related grievances. 10.5 Reporting The In charge Medical Officer of project hospital shall submit quarterly reports to the authorities, summarizing the number and types of grievances received and actions taken. 10.6 Review and Amendments: This clause shall be subject to periodic view and may be amended as necessary, in consultation with the Authorities, to improve grievance handling procedures.

Annexure -1

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

General Information of Bidder

(on Company Letter-head)

(Along with supporting documents, if any)

To,
The Commissioner,
Brihanmumbai Municipal Corporation,
Mumbai, 400001

1. Details of the Bidder:

Name of the Bidder	
Country of incorporation:	
Constitution of the Bidder (e.g. public limited, private limited, partnership, society, trusted.)	
Date of incorporation and/or commencement of business:	
Address of the corporate head quarters and its branch office(s), If any, in	
Details of individual(s) who will serve as the point of contact/ communication For the Authority:	Name: Designation: Company: Address: Mobile Number: Email Id:
Particulars of the Authorized Signatory of the Bidder:	Name: Designation: Company: Address: Mobile Number: Email Id:

2. Brief description of the Company including details of its mainlines of business and proposed role and responsibilities in this Project:

A statement by the Bidder and or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given

below (Attach extra sheets, if necessary):

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of [name & address of Bidder and seal of company]

Note: The Bidder shall be required to attach copy of its registration/incorporation documents in support of its constitution

Annexure -2

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

Tender Form

(To be uploaded in PACKET A)

To,

The Municipal Commissioner

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 Tenderers
- 2) Instructions to Bidders participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) Important General Conditions and Instructions to tenderers
- 5) General Conditions of Contract
- 6) Items Descriptions
- 7) Scope of supply and Technical Specifications
- 8) Contract Agreement form (Proforma for Article of Agreement)
- 9) Annexure
- 10) Details of the Item Data in tender: - (Rate to be filled by tenderer in commercial offer)
- 11) Minutes of pre bid meeting,
- 12) Corrigendum if any

2. I / We have examined the details/ specifications of supply to be made and noted all the terms and conditions and accordingly hereby e-tender for execution of the supply referred to in the aforesaid documents, at the rate quoted for respective item in packet C.

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online forRs..... 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 **180days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.

6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Signature of the tenderer with

Official Seal and Address.

1.....
2.....
3.....
4.....

Full Names and Residential Address
of all the partners constituting
The firm:

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

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

3.
.....

Annexure – 3a

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

Undertaking to be signed by the tenderer.

(To be uploaded in PACKET A)

Tender No.:

Date-

Due Date:

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

I / We..... (full name in capital letters starting with surname), Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form and agreed to by me/us, give following undertaking.

1.I / we hereby confirm that I / we will be able to carry out the partnership offered by me /us at the quoted rates and as per specifications/conditions indicated in the tender after compliance of all the required formalities within the specified time.

2. I/We..... do hereby state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e-tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.

3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.

4. I /We do hereby undertake that we have offered best price for the subject price as per the present market rates and that I/We have not offered less price for the subject concession fee to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also in similar conditions.

5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the service partnership until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before the communicating me/us the decision of the MC/ Mayor/ Standing Committee , as may be required under Municipal Corporation Act.

- 6.** I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service partnership and abide them throughout the period of contract.
- 7.** I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
- 8.**I / We shall not sublet the work to any agency without prior approval of the BMC.
- 9.** 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.
- 10.** I/We..... hereby further state and declare that-
- I/We are.
- not declared insolvent any time in the past.
 - not debarred/ blacklisted by either BMC/ central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - not convicted under the provision of IPC or Prevention of Corruption Act.,
- 11.** I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
- 12.** The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC.
- 13.** I/we further confirm that the information/document submitted by me regarding GSTIN 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.
- 14.** I / We have filled in the

accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this e-tender.

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.

OR

I/We, _____ hereby uploaded the copy of registration and latest paid challan for contribution under EPF & MP Act 1952 as our establishment consists equal to or more than 20 employees/ Labourers.

16. I/We -----hereby declare that we are using the energy for production purpose. However, there are less than 10 employees / Labours 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 ESI Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESI Act 1948.

OR

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

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

17. I / We further confirm that the information/ documents submitted by me is true and correct to best of my/our knowledge and belief that in the event it is revealed subsequently after the opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded / submitted by me/us in this e-tender is false or incorrect,

18. I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever.

19. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

"I/We do hereby further undertake that; we have offered the best prices for the subject concession fee as per the present market rates. **Further, we do hereby undertake and commit that we have not offered in the past one year in the Maharashtra State for**

quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/we will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

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

I/We do hereby undertake that; we will keep our full quality control overas mentioned in the tender & in accordance with the specifications therein.

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

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

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

Yours faithfully,

Signature of Tenderer
Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

Note:-

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

Annexure – 3b

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

UNDERTAKING TO BE SIGNED BY BIDDER

(To be uploaded in PACKET A)

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

“I/We..... (-----)”

Hereby state and declare that-I/We are.

1. Not declared insolvent any time in the past.
2. Not debarred/ black listed by either BMC / central Govt. / state Govt./Public sector undertaking/any other Local body from start date of tender notice.
3. Not convicted under the provision of IPC or Prevention of Corruption Act.

I/we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt./state Govt./Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.

Solemnly affirmed on this _____ the day of _____ 20 .

Full name and complete address with

Tel. Nos. & E-mail address of all partners

Yours faithfully,

Signature of Bidder **under the name and style of**

WITNESS:

(1) Full Name

And Address
.....

Signature

(2) Full Name

And Address
.....

Signature

Note: -

To be filled in and signed by the Bidder and to be submitted on non-judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.

Annexure - 4a

**No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466**

PRO-FORMA FOR FINANCIAL CAPACITY OF BIDDER

(If Hospital as single Entity/)

(To be uploaded in PACKET B)

ANNUAL TURNOVER AND NETWORTH STATEMENT

Name of Bidder & Address:.....

Sr. No.	Bidders type	Financial Year	Annual Turnover (INR)	Average Annual Turnover	Net Worth (INR)
1	Single entity Bidder	2021-22			
		2022-23			
		2023-24			
		Average Annual Turnover of Last 3 Years (FY2021-2022, 2022-23, 2023- 24)			

Annexure –4b

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 01.08.2025
Tender ID :2025_MCGM_1205466

PROFORMA FOR STATUARY AUDITOR CERTIFICATION OF BIDDER
(To be uploaded in PACKET B)

Certificate from the Statutory Auditor

This is to certify that M/shas
achieve annual sales turnover and net worth shown against the respective years from
and the information given above is true and correct.

Name of CA

Firm Name

Sign & Stamp

UDIN No

Date Email ID

NOTE:

1. Certificate to be issued on the letter head of Statutory auditor
2. If bidder is consortium, then turnover & net worth to be given depicting individually and total.
3. All figures should be mention in INR.

Annexure –4c

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466

PROFORMA FOR STATEMENT FOR LEGAL CAPACITY OF AUTHORIZED
SIGNATORY

(To be uploaded in PACKET B)

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder/Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We here by confirm that we/our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the TENDER document.

We have agreed that (Insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the TENDER. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please tick out whichever is not applicable.*

ANNEXURE- 5

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466

Experience Certificate/Technical Capacity of the Bidder
(To be uploaded in PACKET B)

“M/s _____ has the Dialysis Bidder should attach all nursing home registrations to prove claim of number of beds under operation.

2) If Bidder is Consortium then should attach required certificates of Hospital as a part of consortium.

Center functioning since-_____ Our institution is registered at _____ location/locations from (month/year). The services and specialties covered under healthcare services are satisfactorily”.

Signature and designation of the
Authorized officer issuing certificate

NOTE:

- 1)The applicant is also required to provide sale/lease agreements, installation reports and AMC/CMC agreements (if applicable) for above mentioned diagnostic equipment.
- 2) Bidder should attach all nursing home registrations to prove claim of number of beds under operation.
- 3) If Bidder is Consortium then should attach required certificates of Hospital as a part of consortium.
- 4) Experience Certificate should be self certified by Directors/Authorized Signatory.
- 5) Scanned copies shall be uploaded in the PACKET B

ANNEXURE- 5A

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET B)

PRO-FORMA FOR STATEMENT OF EXPERIENCE

CERTIFICATES/Technical Capacity

(For the period of last five years)

Experience: Number of years of experience in operating & managing Hemodialysis machines.

Tender Reference No. : _____

Date of Opening: _____

Name& Address of the Tenderer: _____

1.

Sr. No.	Type of Machine	Brief Specification along with Make & model	Date of Installation	Order placed by (full address of purchase/ Consignee)	No. of year of experience in operating managing	Attached documentary proof

2. Details of Multi-specialty or super-specialty hospital under our management in India:

Sr. No.	Name & Address of Hospital	Number of Beds	Date of Commencement of Operation	Specialties Offered

3. Details of NABH/JCI accredited facility:

Sr No.	Name of multi-specialty/ super-specialty hospital	Type of accreditation (NABH/JCI)	Date of obtaining accreditation

1. Number of years of operating experience of multi-specialty or super-specialty hospitals in India: _____

Signature of Authorized Signatory Name:

Note: Following documents need to be submitted as supporting document:

- Certificate from a Chartered Accountant certifying the above details
- Copy of the NABH/JCIA accreditation certificate for the hospital whose details have been provided under (3) above

PORTAL COPY

Annexure -6

**No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466**

(To be uploaded in PACKET A)

Authorization Letter for Attending Tender Opening

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____
due on

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

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note: - Photo ID of Representative is compulsory

Annexure – 7

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

Pro-forma of ‘Articles of Agreement’ for the purchase of materials

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

Dated _____
Contract for Supply / work
of: _____

During the period from
_____ to _____

This agreement made this day of.....Two thousand..... Between

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

inhabitants of Mumbai, carrying on business at.....
.....
.....
.....

in Mumbai under the style and name of Messrs
.....
..... (hereinafter called “the contractor of the one part and Shri
.....
.....

... and the Deputy Municipal commissioner (PH) in which expression are included unless
the inclusion is inconsistent with the context, or meaning thereof, his successor or successors
for the time being holding the office of Deputy Municipal commissioner (PH) of the second
part and the Brihanmumbai Municipal Corporation (hereinafter called “the Corporation”) of
the third part, WHEREAS the contractor has tendered for the construction, completion and
maintenance of the works described above and his tender has been accepted by the
Commissioner (with the approval of the Standing Committee/Education Committee of the
Corporation

NOW THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-

2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

1. Letter of Acceptance
2. The Contractor's Bid
3. Addendum/Corrigendum to Bid, if any
4. Tender Document
5. The Bill of Quantities / Price Packet
6. The specifications
7. Detailed engineering drawing, where applicable
8. The General conditions of Contract
9. The General Instructions and conditions to Tenderer
10. Final written submissions made by the contractor during negotiations, if any
11. All correspondence documents between bidder and BMC
12. All annexure

3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to complete and maintain the works/supply in conformity in all respects with the provision of the contract.

4) The Commissioner hereby covenants to pay to the Contractor in consideration of the completion and maintenance of the works/supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

D.M.C.(PH) in the presence of

1) _____

2) _____

D.M.C.(PH)

*The Common Seal of the Municipal
Corporation of Greater Mumbai was*

Affixed on this _____ day of _____

SEAL

Two Thousand _____ in the presence of

1) _____

2) _____

Two members of the Standing Committee

*Of the Municipal Corporation of Greater
Mumbai.*

Witness _____

Municipal Secretary _____

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

ANNEXURE – 8

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025
Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

Authorization Letter for Downloading and Uploading Tender

To,

The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

ANNEXURE – 9

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

ANNEXURE – 10

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

FORM OF INTEGRITY PACT

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

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE B.M.C.

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

- 1.2 The B.M.C. undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 B.M.C. will during tender process treat all bidders with equity and reason. The B.M.C. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the BRIHANMUMBAI MUNICIPAL CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BMC.
- 2.4 The Bidders/ Contractors will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the bidders will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical

proposals and business details including information obtained or transmitted electronically.

- 2.6 The Bidders/ Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian bidder shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BMC.
- 2.8 The Bidder will not bring any Political, Governmental or diplomatic influence to gain undue advantage in its dealing with BMC.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of B.M.C.) if he receives demand for a bribe or illegal payment / benefit and If he comes to know of any unethical or illegal practice in B.M.C.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the B.M.C. or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the B.M.C. and B.M.C. shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from B.M.C. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by B.M.C. along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the B.M.C. resulting from such cancellation / rescission and the B.M.C. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the B.M.C. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of B.M.C. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of B.M.C. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

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

9. MISCELLANEOUS

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

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

BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Note: This **FORM OF INTEGRITY PACT** should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number.

ANNEXURE – 11

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

Declaration by the tenderer regarding HSN Code & GST TAX %

The annexure shall be on the letter head of the tenderer.

Sr. No.	Item Description	HSN Code	GST %
1	Concession/premium fees		CGST- SGST- IGST-

This annexure - 11 shall be submitted in Packet “A”.

**TENDERER’S FULL SIGNATURE
WITH FULL NAME & RUBBER
STAMP**

ANNEXURE – 12

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET B)

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

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

ANNEXURE – 13

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder)

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

Or

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

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

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

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

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

ANNEXURE – 14

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)

UNDERTAKING CUM INDEMNITY BOND

We,

(1) Mr. _____ Aged _____ Yrs

(2) Mr. _____ Aged _____ Yrs

(3) Mr. _____ Aged _____ Yrs

Proprietor / Partner / Directors / Power of Attorney Holder of the firm
_____ having it's office _____

here by gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHERE AS we are register Bidder's with Brihanmumbai Municipal Corporation and / or (Name of other authority) having register No ----- Valid up to----- AND WHERE AS Brihanmumbai municipal corporation has published the tender / noticed for the work/supply of ----- in BMC.

AND WHERE AS we want to participate in the tender / procedure. I/We hereby give an Undertaking- Cum- Indemnity Bond as hereinafter appearing we hereby agree and undertake that my/our firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi-Government and Government Under-taking etc.

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

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

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executor's administrators and assigns and/or successor and assigns.

Place :

Dated :

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

Identified by me,

BEFORE ME

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

ANNEXURE – 15

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET A)
Pro-Forma for Irrevocable Undertaking
(on ₹ 500/- Stamp paper)

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

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

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

DEPONENT
BEFORE ME

Appendix-I: Selection Bid

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in PACKET C)

Pro-Forma for Packet C

Dated:<< >>

To,

The Municipal Commissioner/ Additional Municipal Commissioner
Brihanmumbai Municipal Corporation

Sub: Request For Proposal for SITC & Operation and Maintenance of Hemodialysis Center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years, for 2 extension at (1) Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066, (2) Shri Harilal Bhagwati Municipal Hospital, Borivali (West), Mumbai-400 068, (3) Smt. M.T. Agrawal Municipal Hospital, Mulund (West), Mumbai-400 080 (4) Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandivali (West), Mumbai-400 067, (5) Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077

Sir,

1. With reference to your Request for Proposal vide Tender No:<< >>, dated<<>>, I/we are herewith submitting our Selection Bid as per Annexure I below for the subject project.
2. I/We agree to keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date as specified in the TENDER.
3. The Bid is unconditional and unqualified.
4. I/We agree and under take to abide by all the terms and conditions of the TENDER document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the TENDER document.
5. I/We offer an **Annual Concession Fee of Rs.....(Rupees)** pay able for The 1st Accounting Year commencing from the Operations Date in accordance with the provisions of the Concession Agreement.

Per unit	Unit Name	Rs. In INR /per annum
1	SITC& Operation and Maintenance of Hemodialysis Center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years, for 2 extension at (1) Krantijyoti Savitribai Phule Hospital, Borivali (East), Mumbai-400 066	

1	SITC& Operation and Maintenance of Hemodialysis is center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years for 2 extension at (1) Shri Harilal Bhagwati Municipal Hospital, Borivali west Mumbai-400 068	
1	SITC & Operation and Maintenance of Hemodialysis center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years for 2 extension at (1) Smt. M.T. Agrawal Municipal Hospital, Mulund west Mumbai-400 080	
1	SITC & Operation and Maintenance of Hemodialysis is center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years for 2 extension at (1) Bharatratna Dr. Babasaheb Ambedkar Hospital, Kandivali (West), Mumbai-400 067	
1	SITC & Operation and Maintenance of Hemodialysis center as Civic Health Collaboration Model for the period of 30 years on renewal basis after 10 years for 2 extension at (1) Seth V.C. Gandhi and M.A. Vora Municipal Hospital, Rajawadi, Ghatkopar (East), Mumbai- 400 077	

6. I/we shall agree and undertake to abide by all the terms and conditions of the Concession Agreement.

Signature of Authorized

Signatory Name & Designation:

(Name & Seal of the Bidder)

Note: Bidders need to quote the per unit Hemodialysis Center Annual Concession Fees in positive figures. Annual Concession Fees amounting to zero or negative figures shall be rejected.

ANNEXURE – A

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

Format (I)

(To be uploaded in Packet 'B')

EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Details Hemodialysis machine	Name of Manufacturer		CE & USFDA certification Yes/No
	MAKE		
	MODEL		
	SPECIFICATION		

Note: I/we have gone through all the details specification of MCGM & offered our specification as mentioned above.

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

Signature of the Tenderer / Contractor

Address:

ANNEXURE-B

No. Ch. MS&HOD/SHCS/PPP/4464 Dated 05.08.2025

Tender ID :2025_MCGM_1205466

(To be uploaded in Packet 'B')

Services rate list for Dialysis

Sr. No	Patient's Description	Rate
1	BMC patients enrolled under MJPJAY and AYUSHMAN BHARAT YOJANA	As per Scheme rate
2	BMC patient's not enrolled under MJPJAY and AYUSHMAN BHARAT YOJANA	Rs. 500 /-