

BRIHANMUMBAI MUNICIPAL CORPORATION

566, N.M.JOSHI MARG, BYCULLA (W), MUMBAI – 400 011.



REQUEST FOR PROPOSAL

for Selection of service provider for lab investigation facilities under 'Hinduhridaysamrat Balasaheb Thakeray Chikitsa' for BMC dispensaries and hospitals

MUMBAI

BID – RFX NO. 7200037357

INDEX

Sr.	Description	Page
1.	E-Tender Notice	3
2.	Preamble	5
3.	Instructions to Vendors participating in e-Tendering	7
4.	Flow of activities of tender	10
5.	Important General Conditions and Instructions to Bidder/Service providers	11
6.	Special Terms & Conditions of the Contract	34
7.	Annexure – 1 Particulars about the Bidder/Service provider	40
8.	Annexure – 2 Tender form	44
9.	Annexure – 3 Undertaking to be signed by the Bidder/Service provider (Affidavit)	46
10.	Annexure – 4 Statement of legal Capacity.	52
11.	Annexure – 5 Proforma for statement of experience certificate	53
12.	Annexure –06A/06B Power of Attorney For Signing of BID.	54
13.	Annexure –07 Details of Litigation History	58
14.	Annexure –08 Declaration of the Contractor	59
15.	Annexure –09 Internal Grievance Redressal Mechanism	60
16.	Annexure –10 Details of Item Data	62
17.	Annexure –11 Joint Bidding Agreement	63
18.	Annexure –12 Form of Integrity Pact	69
19.	Annexure- 13 Articles of Agreement	77
20.	Appendix A- List of Hospitals	86
21.	Appendix B- List of tests with Turn Around time (Basic and advanced)	98
22.	Annexure A Irrevocable Undertaking	102
23.	Annexure B GST details	103

SECTION 1 :**E-TENDER NOTICE****BRIHANMUMBAI MUNICIPAL CORPORATION****CENTRAL PURCHASE DEPARTMENT****566, N.M. JOSHI MARG, BYCULLA (WEST) MUMBAI - 400 011.****e- PROCUREMENT TENDER NOTICE****No.CPD/Dy. Ch. Eng./Advt./ 39/AE-5 Dated 11.10.2022**

The Commissioner of BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tenders as given below in two Packet systems i.e. Packet –A (Administrative and Technical), Packet-C (Commercial) from the Laboratory service provider. The tender copy can be downloaded from BMC’s portal (<https://www.mcgm.gov.in>) under e – procurement section after the online payment of scrutiny fee.

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

The Bidder/Service providers can get digital signature from any one of the Certifying Authorities (CA’s) licensed by controller of certifying authorities namely, Safes Crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA. BMC has also opened a Help-desk at the CPD's office to help the vendors in this regard.

Sr. No	Description	E-Tender Price (Rs.)	EMD (Rs.)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	Selection of service provider for lab investigation facilities under ‘Hinduhridayasamrat Balasaheb Thakeray Chikitsa’ for BMC dispensaries and hospitals BID NO. 7200037357	10,400/- +Rs. 1,872 (18% GST) =Total 12,272/-	22,80,000/-	12.10.2022 at 18:00 Hrs	01.11.2022 at 16:00 Hrs

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

The pre-bid meeting shall be held on **18/10/2022 at 15:00 Hrs** venue of the same is at

Conference Hall near A.M.C.'s office, 2nd floor, Municipal Head Office Annex Building, Municipal Sabhagruh Marg, Mumbai-400 001.

The prospective Bidder/Service providers should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing shall be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with modification if any. Authorized representatives of prospective Bidder/Service provider(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.

The tender document is available on BMC portal (<http://www.mcgm.gov.in>) along with this tender notice.

However, the Bidder/Service provider shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.

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

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

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

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

**By Order of Municipal commissioner
Brihanmumbai Municipal Corporation
Sd/-
Dy. Chief Engineer (C.P.D.)**

Address for Communication and Venue for opening of bid :

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

566, N.M.JOSHI MARG, BYCULLA (W),

MUMBAI – 400 011.

Tel. No. 022-23083161 Ext-207

e-mail:- ae05.cpd@mcgm.gov.in

Section 2:**PREAMBLE**

Amid health system disruption induced by the coronavirus disease 2019 (COVID-19) pandemic, the need to improve the primary health services is greater than ever. The pandemic situation has emphasized the strengthening and revitalization of primary health care in Mumbai.

Primary Health Care is the interface between the secondary and tertiary health care system and the urban poor and has a pivotal role in delivering necessary primary healthcare services to the urban population particularly the slum and vulnerable sections.

In order to address the health concerns of the urban population more effectively and to provide comprehensive and essential primary care in close proximity Brihanmumbai Municipal Corporation has introduced the concept of “Hinduhridayasamrat Balasaheb Thackeray Polyclinic”- Essential health care services at your doorsteps. It envisages to incorporate specialized set of interventions at primary health care by roping in specialized care and access to specialized diagnostic services so as to improve promotive, preventive, curative health care and to reduce the burden on secondary and tertiary health care system.

Details of Invitation bid for Diagnostic Services to be provided at Hinduhridayasamrat Balasaheb Thackeray Polyclinic in ward, Mumbai is available on the <https://portal.mcgm.gov.in/> and attached here. The applicants can apply to provide services for all or selected diagnostic procedures as mentioned in the tender document.

BMC invites Bids from eligible Diagnostic Centres located in municipal wards the city of Mumbai to empanel for extending the medical facilities to the patients.

OBJECTIVE

In Brihanmumbai Municipal Corporation Health Care services are provided through three tier system at Primary, Secondary & Tertiary level. At primary level outreach services are provided through 210 Health Post & basic curative services for some of the common ailments such as fever, respiratory tract infections, Malaria, Dengue, Leptospirosis, TB, gastroenteritis, Diabetes etc. are provided through 187 Dispensaries. For Laboratory Diagnosis in house Lab facility is available at some of the dispensaries and BMC is also offering Laboratory facility through “Aapli Chikitsa” however, for Radiological investigations patients need to be referred to secondary & Tertiary Health Care facilities thereby causing inconvenience to the patients, delay in Diagnosis & also increasing the burden on secondary & Tertiary Health Care facilities. Therefore it is proposed to incorporate specialized set of interventions at primary health care by roping in specialized care and access to specialized diagnostic services so as to improve promotive, preventive, curative health care and to reduce the burden on secondary and tertiary health care system through HBT Polyclinics. These

clinics will be set up in the existing dispensaries. Patients upon recommendation of Medical Officer /Chest physicians /Consultant may avail of these investigations at BMC rates & the difference amount as quoted & mutually agreed by the empanelled diagnostic Centres will be reimbursed by BMC. Engaging with private diagnostic centres, BMC wishes to make the basic investigations such as X-ray, Sonography, Mammography, CT scan etc. available near to the homes of the patients. This would benefit the patients by reducing the long waiting hours in Hospital /Diagnostic centers, help in early Diagnosis & reduce out-of-pocket expenditure for eligible patients seeking diagnostic services in the private sector.

PORTAL COPY

SECTION3: Instructions to Vendors participating in e-Tendering.

1.	The e-Tendering process of BMC is enabled through its Portal 'http://mcgm.gov.in'.
2.	All the tender notices including e-Tender notices shall be published under the 'Tenders' section of BMC Portal.
3.	All the information documents are published under the 'e-Procurement' section of BMC Portal.
4.	All interested Service Provider, are required to be registered with BMC for e-Tendering process. Service Provider not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Service Provider already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.
5.	Manual offers sent by post/Fax or in person shall not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
6.	Please read carefully the document 'Instructions and Articles of Agreement' for participating in the tender 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, 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.
7.	This document (Instructions to vendors) and the 'Articles of Agreement' document which are available in e-Tendering section of BMC portal make part of all tender documents unless stated otherwise in the tender document.
8.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the vendor which shall include acceptance of special directions/terms and conditions if any, incorporated.
9.	All the documents and data submitted by vendors online shall be digitally signed. The

	system shall prompt for digital signature certificate. It is mandatory for the vendors willing to participate in e-Tender to procure digital signature certificate of class-2/class-3 and 'Company' Type.
10.	Digital Signature Certificates: Vendors can procure digital signature certificate from any of the certifying authorities (CA) in India. However, for the convenience of the vendors, a team from one of the certifying authorities is made available to help them for obtaining digital signature certificates. Interested vendors may approach helpdesk for details.
11.	The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
12.	In order to participate in an e-Tender, the registered Service Provider needs to follow the steps given below.
A.	Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC portal.
B.	Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Vendors to note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
C.	Login to the application with his credentials and follow the instructions given in the document 'User Manual for Vendors - Bidding Process' which is available in the 'e-Procurement' section of BMC Portal.
D.	Make payment of tender price online and download the tender document and other relevant information documents.
E.	Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
F.	Upload the administrative & technical bid documents. System shall prompt for digital signature certificate while uploading the document.
G.	Ensure that documents are uploaded properly by downloading them after uploading.
H.	Submitting the commercial bid by filling in the values on the screen. All the inputs given on this screen need to be digitally signed.
I.	The administrative, technical and commercial bids can be submitted only online on or before the due date and due time mentioned for submission of bids.
J.	The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version.
K.	<u>Ensure that bid is submitted by ensuring that the 'status' of the bid in the initial bids listing screen is 'Bid submitted'.</u>

13.	Service Provider should ensure to submit their bids well in advance before the due date and due time. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard shall be entertained.
14.	It is the responsibility of the Service Provider to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Service Provider should scan all the documents before uploading the same.
15.	The administrative, technical and commercial evaluation documents shall be available for all the participating vendors after completion of the evaluation.
16.	Additional information can be availed by referring to FAQs in the e-Procurement section of BMC portal.
17.	For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-24811275/76 (BMC IT Cell) from 11.30 AM to 5.00 PM on all working days of BMC.

SPECIAL NOTE:

BIDDER/SERVICE PROVIDERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON BMC PORTAL (<https://portal.mcgm.gov.in>).

All interested Service Provider, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-Tendering process & get Login Credentials to participate in the Online bidding process on the above-mentioned portal under “e-Procurement” For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e Mudhra.

SECTION 4: FLOW OF ACTIVITIES OF TENDER

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

SECTION 5: IMPORTANT GENERAL CONDITIONS AND INSTRUCTIONS TO THE BIDDER/SERVICE PROVIDERS

Before filling in the tender, Bidder/Service providers are requested to go through the “General Instructions to Bidder/Service providers”, the “special conditions”, all “Annexure and appendix” very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1. **Who can quote :**

A: Who Can Quote:

1. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies (maximum 3) coming together as Consortium to implement the Project. The service provider shall be lead partner. The service provider would have all legal liabilities. The Service provider cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/country. The Service provider may also be a Government enterprise which provides health services. A bidder cannot bid as a sole provider as well as a partner in a consortium. No bidder can place more than one bid in any form. Proprietorship is not allowed.

OPC can bid if registered under company Act 1956.

The lead partner of the consortium shall be Company/Society/Trust other members can be proprietor / OPC

2. The Service Provider should have its own NABL accredited laboratory for at least past two years and shall cover all tests except for TB culture and drug susceptibility test which should be done by the lab accredited by Central TB Division. **The Service provider who is having NABL accreditation for minimum 70% of basic tests and 40% of advanced tests subject to submission** of undertaking on Rs. 500/- Stamp paper (Notarized) that after accepting tender they will start process of obtaining NABL accreditation for balance tests **so that there is atleast 10% increase in NABL accreditation every year** failing which their SD may be forfeited and the firm may be proposed blacklisted. **The service provider should insure 10% increase in NABL accreditation every year.** The service provider shall have Extra large size (catering more than 1000 patients per day) medical laboratory (called as reference lab) in M.M.R. region. For all the tests as mentioned in the tender document the service provider shall have in house facility and Qualified staff to perform, Molecular tests, Microbiology, Hematology and Clinical

Chemistry facility and histopathology.

3. For Tuberculosis related tests, viz culture and drug susceptibility test, the bidder is allowed to outsource testing of samples to Lab accredited by Central TB division.

The Firm should not be Outsourcing any of the tests (Except TB culture and susceptibility test) demanded by Employer/tender inviting Authority.

4. In case of consortium seeking to be a provider of lab services, the lead member shall have at least 51% ownership of the financial capital for the entire duration of the contract.

5. **Duly registered/ notarised on (Rs. 500/- Stamp paper) consortium agreement should be in place before the date of tender submission. The roles and responsibilities of each consortium members should be clearly defined.**

6. Service providers including the consortium members who have been blacklisted/ debarred by any State Government or Central Government department /Organization should not participate in the tender during the period of blacklisting.

Technical Capacity and Experience.

- B.** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder/Service provider shall, preceding the Bid Due Date, have:

The Service provider / the Lead partner (Laboratory service provider) shall have at least three years’ experience in carrying out similar type of assignment / services in public or private sector (With fully trained service personnel). In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted. Users’ certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. if any should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the Service providers possess adequate experience or not, shall be final and binding on the Service providers.)

If the bidder has experience of running an in-house lab in Government Institution / hospitals, it will be considered in similar experience criteria

provided the bidder fulfills all other eligibility criteria

C.

Financial Capacity:

The Service provider shall have an average turnover of **Rs. 7,98,00,000/-** per annum in last three financial years (18-19, 19-20, 20-21). The above experience could be of the lead member of the Consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the Technical eligibility independently. A certificate from a Chartered Accountant to this effect must be attached.

D.

Consortium

The Bidder/Service provider should be a single entity or a ~~Joint Venture/~~ Consortium of maximum of three (3) entities/ parties/ firms as Partners. However, one of the Parties/entities has to be nominated as Lead Partner and the ~~Joint Venture/~~ Consortium partners shall have to submit a joint declaration by the intending members to participate in the package mentioning the name of Lead Partner/Firm document with the joint signatories of all the members (the “**Contractaire**”) shall be responsible for lab diagnostic services for Municipal Hospital(s) under ‘Public Private Partnership’ Basis at various locations in accordance with the provisions of a contract agreement (the “**Contractaire Agreement**”) to be entered into between the Contractaire & the BMC in the form to be provided by the BMC during the bidding process.

Bidder/Service provider bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of In case the Bidder/Service provider is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Annexure-6B.

In case the Bidder/Service provider is a Consortium, then it shall, in addition comply with the following additional requirements

- a) Number of members in consortium shall not exceed 3 (three):
- b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium.
- c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty one percent) The nomination (s) shall be supported by a Power of Attorney, as per the format at annexure 6A/6B signed by all the other

		<p>members of the Consortium.</p> <p>d) The Bidder/Service provider should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations.</p> <p>e) An individual Bidder/Service provider cannot at the same time be member of Consortium bidding for this Project. Further, a member of a particular Bidder/Service provider Consortium cannot be member of any other Applicant Consortium bidding for the project.</p> <p>f) Members of a Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure 11 (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. A Bidder/Service provider including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial BMC or a judicial pronouncement or arbitration award against the Bidder/Service provider, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such BIDDER/SERVICE PROVIDER, Consortium Member or Associate.</p>
--	--	--

<p>E.</p>	<p><u>Details of Litigation history.</u></p>	<p>The Bidder shall disclose the litigation history in Annexure-7 to be submitted in Packet ‘A’.</p> <p>If there is no litigation history, the bidder shall specifically mentioned in Annexure-7 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.</p> <p>In case there is litigation history, litigation History must cover in Annexure-7. 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</p>
------------------	---	---

		<p>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.</p> <p>Depends upon the gravity of the submission made by the bidder in Annexure-7 for litigation history, DMC (CPD) or Director as the case may be will take suitable decision whether to consider the bid for further process or not.</p>
2.	<p><u>Call</u> <u>1st Call (Fresh Call)</u> 1st Call (Fresh Call) is a Tender that is published for the first time for a particular e-procurement project or item. <u>2nd Call</u> 2nd Call is referred to issuing a amended/modified/corrected Tender Document for the same project / procurement with revised tender Conditions like Eligibility, Pre-Qualification Criteria, Technical Evaluation Criteria, Scope of Work, Technical Specifications, Payment Terms, and so on including revised Bidding Schedule.</p>	
3.	<p><u>Extension.</u> <u>1st Extension</u> 1st Extension is extension of bid submission date and time to the 1st Call/2nd call without changing Tender Conditions except for Bidding Schedule. 1st Extension is provided in following cases:</p> <ol style="list-style-type: none"> a. After due date and time of submission of packet A of bid -if response is less than 2 bidders or any technical reasons. <p>The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>	
4.	<p><u>Amendment to tender documents</u></p> <p>Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All Bidder/Service providers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'.</p>	
5.	<p>The Bidder/Service providers are advised to physically apprise themselves with working areas if required. List of hospitals is enclosed. They are advised to get sufficient acquaintance with the actual locations.</p> <p>It would be deemed that prior to the submission of Proposal, the Bidder/Service provider has:</p> <ol style="list-style-type: none"> a) made a complete and careful examination of requirements, and other information set forth in this bid Document; b) received all such relevant information as it has requested from Authority; <p>and</p> <ol style="list-style-type: none"> c) made a complete and careful examination of the various aspects of the Project including but not limited to: <ol style="list-style-type: none"> (i) the Project site (ii) existing facilities and structures 	

	<p>(iii) the conditions of the access roads and utilities in the vicinity of the Project Site conditions affecting transportation, access.</p> <p>(iv) all other matters that might affect the Bidder/Service provider's performance under the terms of this bid Document.</p>	
6.	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>	
7.	<p>The Bidder/Service provider has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they shall not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender. In the event, if it is revealed subsequently after the allotment of work/ contract to Bidder/Service provider, that any information given by Bidder/Service provider, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and shall not resist any claim for such compensation on any ground whatsoever. Bidder /Service provider 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."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3.</p> <p>In case it is found during the evaluation are at any time before signing of the contract agreement or after its execution or during the period of subsistence thereof, including the Contract thereby granted by the BMC that one or more of the Eligibility Criteria conditions have not been met by the Bidder/Service provider, or the Bidder/Service provider has made material misrepresentation or has given any materially incorrect or false information, the Bidder/Service provider shall be disqualified forthwith if not yet appointed as the Contractaire either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder/Service provider has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained thereon or in this BID, be liable to be terminated, by a communication in writing by the BMC to the Selected Bidder/Service provider or the Contractaire, as the case may be, without the BMC being liable in any manner whatsoever to the Selected Bidder/Service provider or Contractaire. In such an event, the BMC shall be entitled to forfeit and appropriate the EMD or Security deposit, as the case may be, as Damages, without prejudice to any other or remedy that may be available to the BMC under the Bidding Documents and/or the Contract Agreement, or otherwise</p>	

8.	Bidder/Service provider/Consortium Member 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/Service provider/ Consortium Member due to violation of terms and conditions of the tender allotted to Bidder/Service provider/ Consortium Member 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 shall be at discretion to take appropriate action as it finds fit.
9.	<u>Tender Price</u> Tender price is mentioned in tender notice and shall not be refundable.
10.	<u>Validity</u> The Bid shall be valid for a period of not less than 180 days from the date for submission of Bids (the 'Bid Due Date')
11.	<u>Payment of Earnest Money Deposit (E.M.D.).</u> The Bidder/Service provider shall have to pay EMD of Rs. 22,80,000/- online only. The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD shall be given in SRM.
12.	<u>Refund of E.M.D.</u> E.M.D. of Bidder/Service provider except L1 and L2 shall be refunded after evaluation of the Packet C. However after refund of EMD, such Bidder/Service provider shall not have any claim for award of contract. EMD of second lowest Bidder/Service provider shall be refunded after issuance of letter of acceptance to lowest responsive Bidder/Service provider. However in the case of successful Bidder/Service provider, if Bidder/Service provider agrees then the EMD shall be retained and adjusted against the 5% contract deposit for due execution of the contract. OR The EMD of the Bidder/Service provider who have been awarded the contract shall be refunded only after 5% contract deposit is paid to BMC. In case of successful Bidder/Service providers paying 5% contract deposit in cash, their EMD shall be refunded after submission of the receipt in this respect along with the contract document. Whereas, the successful Bidder/Service providers who have submitted BG in lieu of 5% contract deposit, the EMD of such Bidder/Service providers shall be refunded only after the confirmation letter of the Bank issuing this BG is received and verification of the same along with contract documents by C.A.'s office.
13.	<u>Acknowledging communications</u>

	Every communication from the Dy.Ch.E.(C.P.D.), Brihanmumbai Municipal Corporation to the Bidder/Service provider should be acknowledged by the Bidder/Service provider / quotationer / Supplier with the signature of authorized person and with official rubber stamp of the Bidder/Service provider / quotationer / supplier.				
14.	<u>Where and how to submit the tender</u> The tender documents with details as specified in the tender notice must be submitted online in tender section of BMC as per the instructions available on B.M.C Portal for online submission of e- tender.				
15.	<u>Documents to be uploaded:</u> Original scanned documents or attested photocopies of specific documents shall be scanned and uploaded.				
16.	<u>Authentication for documents</u> The responsibility to produce correct and authenticate documents rests with the Bidder/Service provider. If any document is detected to be forged, bogus etc., the tender shall be rejected and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said Bidder/Service provider and/or the partners shall be instituted. The Municipal Commissioner shall also be entitled to recover the damages/losses occurred if any from the Bidder/Service providers' dues.				
17.	<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.				
18.	<u>Sign and seal</u> Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the Bidder/Service provider and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the Bidder/Service provider which shall include acceptance of special directions/terms and conditions if any, incorporated. <table border="1" data-bbox="220 1765 1453 2060"> <tr> <td>i)</td> <td>If a tender is submitted by a partnership firm/Consortium, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.</td> </tr> <tr> <td>ii)</td> <td>If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person</td> </tr> </table>	i)	If a tender is submitted by a partnership firm/Consortium, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.	ii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person
i)	If a tender is submitted by a partnership firm/Consortium, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.				
ii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person				

holding power of attorney or authorised representative only.

19. Name of Partners

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

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

(A) If it is found that firms as described in clause 20 have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.

(B) If it is found that closely related persons as in clause 20 have submitted separate tender/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/firms, though they have different addresses, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for action as in clause no.20 (a) including similar action against the firms/establishments concerned.

(C) **Conflict of Interest**

A Bidder/Service provider shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder/Service provider found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BMC shall forfeit and appropriate 5% of the value of the Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BMC for, inter alia, the time, cost and effort of the BMC, including consideration of such Bidder/Service provider’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the BMC hereunder or otherwise.

A Bidder/Service provider shall be liable for disqualification and forfeiture of Security Deposit, if any legal, financial or technical adviser of the BMC in relation

to the Project is engaged by the Bidder/Service provider, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder/Service provider or Contractaire, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the BMC, including the forfeiture and appropriation of the Security Deposit, as the case may be, which the BMC may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the BMC being liable in any manner whatsoever to the Selected Bidder/Service provider or Contractaire for the same.

(D) If after award of contract it is found that the accepted Bidder/Service provider violated any of the clauses (20, 20(A), 20(B) 20(C)) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder/Service provider as well as related firm/establishments.

21. Unconditional offer

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

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

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

24.

Rejection:-

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

A)	<p>It is signed/ digitally signed by the named managing partner or all partners or by the party or parties stating specifically their position and status at the following places:</p> <table border="1"> <tr> <td data-bbox="304 344 379 416">i)</td> <td data-bbox="379 344 1461 416">Tender form and Annexures as stipulated in Packet A, item data in packet 'C'.</td> </tr> <tr> <td data-bbox="304 416 379 488">ii)</td> <td data-bbox="379 416 1461 488">Name and Address of all the partners as given in the tender.</td> </tr> <tr> <td data-bbox="304 488 379 613">iii)</td> <td data-bbox="379 488 1461 613">A certified copy of the Goods and Service tax Registration certificate is produced along with the tender if applicable.</td> </tr> <tr> <td data-bbox="304 613 379 685">iv)</td> <td data-bbox="379 613 1461 685">Past performance report is furnished in packet 'A'.</td> </tr> <tr> <td data-bbox="304 685 379 757">v)</td> <td data-bbox="379 685 1461 757">NABL accreditation.</td> </tr> </table>	i)	Tender form and Annexures as stipulated in Packet A, item data in packet 'C'.	ii)	Name and Address of all the partners as given in the tender.	iii)	A certified copy of the Goods and Service tax Registration certificate is produced along with the tender if applicable.	iv)	Past performance report is furnished in packet 'A'.	v)	NABL accreditation.
i)	Tender form and Annexures as stipulated in Packet A, item data in packet 'C'.										
ii)	Name and Address of all the partners as given in the tender.										
iii)	A certified copy of the Goods and Service tax Registration certificate is produced along with the tender if applicable.										
iv)	Past performance report is furnished in packet 'A'.										
v)	NABL accreditation.										
B)	Stipulated validity period less than 180 days.										
C)	Stipulated its own terms and conditions.										
D)	<p>Particular furnished by Bidder/Service provider are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the Bidder/Service provider fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.</p>										
E)	<p>The BMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to.</p> <table border="1"> <tr> <td data-bbox="304 1496 379 1644">a)</td> <td data-bbox="379 1496 1461 1644">Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto</td> </tr> <tr> <td data-bbox="304 1644 379 1787">b)</td> <td data-bbox="379 1644 1461 1787">Consult with any Bidder/Service provider in order to receive clarification or further information.</td> </tr> <tr> <td data-bbox="304 1787 379 1930">c)</td> <td data-bbox="379 1787 1461 1930">Retain any information and / or evidence submitted to the BMC by, on behalf of, and/ or in relation to any Bidder/Service provider and / or</td> </tr> <tr> <td data-bbox="304 1930 379 2054">d)</td> <td data-bbox="379 1930 1461 2054">Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on</td> </tr> </table>	a)	Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto	b)	Consult with any Bidder/Service provider in order to receive clarification or further information.	c)	Retain any information and / or evidence submitted to the BMC by, on behalf of, and/ or in relation to any Bidder/Service provider and / or	d)	Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on		
a)	Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto										
b)	Consult with any Bidder/Service provider in order to receive clarification or further information.										
c)	Retain any information and / or evidence submitted to the BMC by, on behalf of, and/ or in relation to any Bidder/Service provider and / or										
d)	Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on										

behalf of any Bidder/Service provider.

25. Firm price

The prices quoted shall be firm and no variation shall be allowed on any account whatsoever. **The rates quoted should be comparable with rates received by Government of Maharashtra for recent similar project.**

26. Variation in rate

Bidder/Service providers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.

27. The Two Packet system

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

A. Packet – ‘A’ Administrative & Technical Bid’:

The Packet 'A' shall contain the following:-

- (Scrutiny of this Packet shall be done strictly with reference to only scanned copies of documents uploaded online)
- The Bidder/Service provider shall upload the original documents duly scanned on or before the due date and time of the submission.
- **The Bidder/Service provider must ensure that the uploaded documents shall be clean and readable.**

B. Documents to be submitted by the Bidder/Service provider.

a) Valid Bank Solvency Certificate for minimum of **Rs. 30,00,000/-** issued by The Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than **06** months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.

b) GST Registration Certificate.

c) The 'PAN' documents and photographs of the individuals, lead member of consortium, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co-operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be.

	d)	Certified copy of latest partnership deed in case of partnership firm/ Consortium agreement as per Annexure-11. (Joint bidding agreement)
	e)	Firm/Company/Sanstha Registration Certificate.
	f)	Statement of legal capacity (ANNEXURE-4)
	g)	Declaration of Contractor- Annexure-8
	h)	Annexure-5 Proforma for statement of experience certificate.
	i)	Valid NABL accreditation certificates for reference labs for list of tests mentioned in Appendix B
C.	i)	Power of attorney in case of Partnership firm/Public Limited Company /Private Limited Company/Society/Government undertaking. Power of attorney for signing of Bid (as per Annexure-6A, If applicable, power of Attorney for Lead Member of Consortium (as per Annexure-6B)
	ii)	Company Registration Certificate/Partnership Deed, duly registered with Registrar, Articles of Association, Society Registration Certificate as the case may be. Documents of Registration of the / Bidder/Service provider with the Registrar of Charities or documents in relation to the organization of NGO, registered institution, Bidder/Service provider of medical professional, private organization, firms, individuals, corporate bodies. Copy of Memorandum and Articles of association, if the Bidder/Service provider is a body corporate, and if a partnership then a copy of its partnership deed. Note:- The Registered Power of Attorney if any registered with Chief Accountant (BMC) shall be accepted.
D.	a)	The Bidder/Service provider shall have to submit valid registration certificate under Employees Provident Fund and Miscellaneous Provision act of 1952 (EPF and MP Act.1952) if applicable. Also they shall have to submit registration certificate under Employees State Insurance Corporation Act.1948 if applicable. If not applicable an undertaking shall be submitted as provided in Annexure 3.
	b)	Valid and correct e-mail ID of the Bidder/Service provider for communication in respect of this bid shall be provided in Annexure 1.
	c)	Bidder/Service provider shall download tender document along with the tender form and all Annexures i.e. Annexure 1,2,3,4,5,6,7,8,9,10,11,12,13, Annexure A (Irrevocable Undertaking) and Annexure B (GST details), Appendix A (List of

		Hospitals) and Appendix B(List of Basic and Advanced Tests) from BMC portal SRM Module to participate in tendering process. Bidder/Service provider shall fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit online.
	d)	Chartered Accountant's Certificate for turnover of the Bidder/Service provider for preceding three financial years. Turnover certificate of minimum amount as specified in clause 1 (C)
	e)	Bidder/Service provider shall upload the undertaking as per Annexure A (duly signed and stamped on Rs.500/- stamp paper).
	f)	Bidder/Service provider shall upload Goods and Services tax structure & details of the HSN/SAC code for all the items quoted as per Annexure-B on company letterhead' in PDF format
		Bidder/Service providers are also requested to scan and upload the above said documents in Packet 'A', Tender Document.
		<p>If the Bidder/Service provider fails to submit the documents, his Packet 'C' shall not be opened and his bid shall be rejected out-rightly.</p> <p><u>Note :-</u></p> <ul style="list-style-type: none"> • If the Bidder/Service provider has not uploaded all the required and necessary documents as prescribed in Packet 'A', then the Bidder/Service provider shall be intimated to comply with the said requirements within 7 days by e-mail on e-mail ID provided by the Bidder/Service provider. Bidder/Service provider in return reply by e-mail can upload self attested, signed, scanned copies of the documents asked for. Bidder/Service provider shall note that the penalty of Rs.2000/- per shortfall document shall be imposed for not uploading all required documents as called for in writing through email correspondence. • If the information of shortfall documents sent by concerned BMC officer by e-mail on the Bidder/Service providers e-mail ID is not complied or in return reply e-mail of short fall is not received by BMC, for such lapses within given period, BMC shall not be responsible and it shall be treated as non compliance of the shortfall from the Bidder/Service providers end and 20% EMD shall be forfeited or Bidder/Service provider have option to pay equal amount directly and their offer shall be treated as non responsive.

	E.	<p>Packet – 'C' (Commercial Bid)</p> <p>The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>The item data consists of rates to be quoted for basic set of investigative test for one quantity only (X) i.e. cost/reported patient (one time sampling of patient) and rate for advance test will be (4X). The list is enclosed in appendix B. The rates for evaluation and payment for advance test will be considered 4 times the rates quoted for set of basic tests</p>	
28.	<p><u>TAXES & DUTIES(as applicable)</u></p> <p>a)</p> <ol style="list-style-type: none"> 1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. If the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act. 4. 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 prices’. <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p> <p>For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A in Packet A.</p> <p>If there is any increase in above taxes/duties during the period of contract repayment claim will not be entertained by BMC.</p>		
29.	<p>Pre-bid Meeting: If required by BMC and depending upon the nature of work, the pre-bid meeting shall be held at the date, time and venue mentioned in the e-Tender Notice.</p>		

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

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

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

Non-attendance at pre-bid meeting shall not be a cause for disqualification of a Bidder/Service provider. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.

30. Procedure for the opening of the tender:

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

The date and time of the opening of packet ‘C’ shall be intimated to the responsive Bidder/Service provider via mail. No complaint for non receipt of such intimation shall be entertained.

31. Acceptance of Tender:-

It shall be deemed that by submitting a Bid, the Bidder/Service provider has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the BMC;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the BMC relating to any of the matters
- (d) Satisfied itself about all matters, things and information including matters referred hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and Performance of all its obligations there under;

- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BMC, or a ground for termination of the Contract Agreement by the Contractaire;
- (f) Agreed to be bound the undertaking provided by it under and in terms hereof.

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

32.	<p>Purchase Order:-</p> <p>The user department shall place work orders within 15 days from the date of receipt of rate circular. Service provider shall commence the proposed services within 45 days of the receipt of work order.</p>
33.	<p><u>Performance</u></p> <p>1. The Service Provider/Bidder shall carry out lab investigation tests as per quoted rates for period of 4 year. The performance of bidder will be evaluated yearly.</p>
34.	<p><u>Payment:</u></p> <p>Within 30 days from the submission of invoice and reports</p> <p>No advance towards any analysis will be made to Service Provider.</p> <p>All payments will be made against valid invoices/bills through banking channels after deduction of income tax as per the provision of Income Tax Act, 1961,</p> <p>The invoices/bills should be raised on monthly basis by the Service Provider in view of test reports submitted by him during the month.</p> <p>The cost reimbursed to service provider shall be cost/reported patient (one time sampling of a patient).</p>
35.	<p><u>Fees/Deposits/Finance</u></p> <p>1. Security deposit to be paid to BMC amounting to 5% of the total contract cost.</p>
36.	<p>PERIOD OF THE CONTRACT</p> <p>The contract period is 4 years.</p>

37.	<p><u>Blacklisting</u></p> <p>The firm shall be black-listed, if it is found that:-</p> <p>i) Forged documents are submitted OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR</p> <p>iii) In case of non-satisfactory services.</p>
38.	<p><u>Contract:</u></p> <p>Contract means the Contract /Contract Agreement entered into between the Purchaser, henceforth called Brihanmumbai Municipal Corporation or BMC, and the Service provider, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.</p> <p>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.</p> <p>The Contract Agreement means the agreement entered into between the BMC and the Service provider. The date of the Contract Agreement shall be recorded in the signed form.</p> <p>Bidder/Service provider must distinctly understand:</p> <p>That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.</p> <p>The contract entrusted to the successful Bidder/Service provider shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.</p>
39.	<p><u>Contract Deposit:-</u></p> <p>The Successful Bidder / Service provider shall have to pay Contract Deposit @ 5% of total contract cost either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee. Bankers Guarantee shall be issued from the Banks listed by Reserve Bank of India on their website:- 'rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf' .</p> <p>The B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.</p> <p>1) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee. The B.G. shall be retained 6 months</p>

after completion of contract period.

2) If Bankers Guarantee towards Contract Deposit is not renewed 3 months prior to expiry, then Bankers Guarantee will be forfeited without any notice to that effect and contractor shall be liable for penal action like blacklisting etc.

40. Refund of contract deposit

Contract deposit will be refunded 6 months after completion of contract period.

41. Statutory and Legal Framework :

The LAB diagnostic unit shall be governed by all existing bio medical, statutory and legal laws.

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

The service provider is responsible for adherence to legal and regulatory compliances.

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

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

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

All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Bidder/Service provider and in no way BMC shall be held responsible.

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

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

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

The Successful Bidder/Service provider shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property of the employee all such damages, injury or losses to the life or to the property shall be made good immediately by the Successful Bidder/Service provider to the satisfaction of the Commissioner. The BMC shall not be responsible for the same.

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

42. Execution of contract

In the event of the tender being accepted, the full amount of the contract deposit must be paid and the contract must be signed by all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dy.Ch.E. (C.P.D.) should be informed accordingly.

In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the chief Accountant and Dy. Ch.E. (C.P.D.) should be informed accordingly.

Bidder shall pay contract deposit, legal stationery charges, stamp duty etc. and submit contract documents within 30 days from the date of receipt of tender acceptance letter.

Further a fine of Rs. 5000/- per day will be imposed for maximum 15 days for delay in submission of contract documents.

If the contract documents are not submitted within the above stipulated time (i.e. 45 days with inclusive of penalty of 15 days) EMD will be forfeited. Without the contract being executed, no bills shall be admitted for payment.

43. Payment of legal and stationery charges:

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

This can change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.

<u>Contract Value (in Rs.)</u>			<u>Legal Charges and Stationery Charges (in Rs.)</u>
10,001	To	50,000	Nil
<u>50,001</u>	<u>To</u>	<u>1,00,000</u>	<u>6,290.00</u>
<u>1,00,001</u>	<u>To</u>	<u>3,00,000</u>	<u>10,380.00</u>
<u>3,00,001</u>	<u>To</u>	<u>5,00,000</u>	<u>12,470.00</u>
<u>5,00,001</u>	<u>To</u>	<u>10,00,000</u>	<u>14,510.00</u>
<u>10,00,001</u>	<u>To</u>	<u>20,00,000</u>	<u>16,570.00</u>
<u>20,00,001</u>	<u>To</u>	<u>40,00,000</u>	<u>18,660.00</u>
<u>40,00,001</u>	<u>To</u>	<u>1,00,00,000</u>	<u>20,720.00</u>

<u>1,00,00,001</u>	<u>To</u>	<u>10,00,00,000</u>	<u>24,450.00</u>
<u>10,00,00,001</u>	<u>To</u>	<u>20,00,00,000</u>	<u>28,220.00</u>
<u>20,00,00,001</u>	<u>To</u>	<u>30,00,00,000</u>	<u>31,980.00</u>
<u>30,00,00,001</u>	<u>To</u>	<u>40,00,00,000</u>	<u>35,740.00</u>
<u>40,00,00,001</u>	<u>To</u>	<u>50,00,00,000</u>	<u>39,470.00</u>
<u>50,00,00,001</u>	<u>To</u>	<u>1,00,00,00,000</u>	<u>47,000.00</u>
<u>1,00,00,00,001</u>	<u>To</u>	<u>2,00,00,00,000</u>	<u>58,270.00</u>
<u>2,00,00,00,001</u>	<u>To</u>	<u>3,00,00,00,000</u>	<u>65,770.00</u>
<u>3,00,00,00,001</u>	<u>To</u>	<u>4,00,00,00,000</u>	<u>75,120.00</u>
<u>4,00,00,00,001</u>	<u>To</u>	<u>5,00,00,00,000</u>	<u>84,510.00</u>
<u>Above 5,00,00,00,000</u>			<u>93,920.00</u>

44.	<p><u>Stamp duty:-</u></p> <p>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.</p> <p>The Stamp Duty payable on the Contract Value shall also be paid to Government at actuals and as per the provisions of “Stamp Duty Act 1958” (amended till date).</p>
45.	<p><u>Contract Postponement</u></p> <p>Postponement of the payment of the full contract deposit or the execution of the contract shall not be permitted by the reason of the Municipal Corporation of Greater Mumbai having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the Bidder/Service provider and which they may wish to transfer as a contract deposit under this contract. Such transfers shall not, under any circumstances, be permitted.</p>
46.	<p><u>Secrecy</u></p> <p>The Bidder/Service provider shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the Bidder/Service provider.</p>
47.	<p><u>Compliance with security Requirement</u></p> <p>The Bidder/Service provider shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.</p>
48.	<p>Bidder/Service providers are informed that the payment of the bills and other claims arising out of the contract shall be made in the name of their bank by account through ECS/RTGS/NEFT only. Successful Bidder/Service provider, therefore, shall have to furnish the information as regards the name and complete address of their bank, its branch and their Bank A/c. No. etc. along with the</p>

	<p>tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Bidder/Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs. 100/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the Bidder/Service provider/supplier must intimate such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records.</p>
49.	<p><u>Jurisdiction of courts (As per Article 31 Of Contract Agreement)</u></p> <p>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.</p>
50.	<p>BMC has formed 'Internal Procurement Redressal Committee' under the chairmanship of D.M.C.(CPD) /D.M.C. of Concerned department for the Redressal of grievances of Bidder/Service providers/prospective Bidder/Service providers/ related to procurement. The Bidder/Service providers/complainants can approach 'Internal Grievance Redressal Mechanism' for Redressal of their grievances by paying fees of Rs.25000/-. The details of "Internal Grievance Redressal Mechanism Are given in Annexure-9.</p> <p>However, the Municipal Commissioner has right to reject the request of Bidder/Service provider to allow an approach for 'Internal Grievance Redressal Mechanism'.</p>
51.	<p>The Municipal Corporation reserves its right to inspect the existing setup of services provided by the company as and when required.</p>
52.	<p>All the above conditions should be strictly adhered to failing which the tender shall be treated as non-responsive and no correspondence shall be entertained in the matter.</p>

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

Sr. No.	PACKET A Description of Document
i)	Valid Bank Solvency Certificate
ii)	GST Registration Certificate.
iii)	The 'PAN' documents and photographs
iv)	Firm/Company/Sanstha Registration Certificate.
v)	Valid NABL accreditation certificates for reference lab along with scope of accreditation
vi)	Chartered Accountant's Certificate for turnover of the Bidder/Service provider for preceding three financial years.
vii)	Signed copy of Tender Document (SRM Copy)
viii)	Valid Registration Certificate under ESIC Act 1948.
ix)	Valid Registration Certificate under EPF & MP Act 1952.
x)	Annexure – 1 Particulars about the Bidder/Service provider
xi)	Annexure – 2 Tender form
xii)	Annexure – 3 Undertaking to be signed by the Bidder/Service provider (Affidavit)
xiii)	Annexure – 4 Statement of legal Capacity.
xiv)	Annexure – 5 Proforma for statement of experience certificate
xv)	Annexure –06A/06B Power of Attorney For Signing of BID.
xvi)	Annexure –07 Details of Litigation History
xvii)	Annexure –08 Declaration of the Contractor
xviii)	Annexure –09 Internal Grievance Redressal Mechanism
xix)	Annexure –10 Details of Item Data
xx)	Annexure –11 Joint Bidding Agreement
xxi)	Annexure –12 Form of Integrity Pact
xxii)	Annexure- 13 Articles of Agreement
xxiii)	Appendix A – List of Hospital / Dispensaries
xxiv)	Appendix 'B' - List of Tests with Turn Around Time (Basic & Advance Tests)
xxv)	Annexure A - Irrevocable undertaking
xxvi)	Annexure B – GST details

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The reference lab should maintain their NABL accreditation status throughout the period of contract. All the term under this contract should be under scope of NABL accreditation at the time of tender and also throughout the period of contract for reference labs.
2. The Service Provider should provide renewed NABL accreditation certificate and scope for its own reference lab within 30 days after the expiry of accreditation status of each such laboratory.
3. If reference lab as informed loses accreditation status or any tests under contract is/are deleted from the approved scope of NABL accreditation, Service provider should obtain NABL accreditation of lost test within 12 months.
4. The Service Provider should ensure that all the tests are to be carried in NABL accredited labs which have the tests of contract under its scope. All test ~~(Minimum 70% of tests under scope of NABL accreditation after one year. Minimum 80% tests under NABL scope mandatory throughout the contract period)~~ reports should have NABL symbol. Non compliance of this will lead to cancellation of contract and attract penalty. The service provider shall use good laboratory practices and shall use bar codes.
- 5. The availability and procurement of reagents and consumables for all the tests shall be the responsibility of the service provider.**
6. The service provider should have well-established laboratory information system software for providing the reports online by SMS or /by E Mail.
7. The service provider must have a strong logistics network capable of linking various centers across MUMBAI.
8. Service provider shall commence the proposed services within 45 days of the receipt of work order.
9. The Service provider will also comply with confidentiality and privacy laws relevant to patient details. All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the Service provider. This including provision of Phlebotomists for sample collections, logistics personal for sample transport and qualified laboratory human resource for analysis and reporting.
10. With regard to the doubtful observations, a repeat investigation will be carried out at the cost of service provider.
11. The Laboratory must continue to remain accredited during the term/tenure of the Contract if accreditation cancelled his contract will be cancelled without any notice.

12. The labs will require to intimate the total capacity of testing the samples per month and how much they will be able to test for BMC hospitals.
13. The Laboratory shall have to arrange for the collection & transportation of the samples from the Hospital to its working place at his own cost. The collection & transportation should be as per prescribed norms of accreditation.
14. The Laboratory will have to send/deliver the reports within the turnaround time as stated in appendix-B.
15. The Laboratory has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.
16. In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the contractor there will not be any liability on Hospital Authority.
17. If any complaint of misbehaviour and or misconduct comes into the knowledge of the BMC then all such responsibility shall be of the contractor. He will be responsible to make good for the losses so suffered by the department.
18. That the Laboratory will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.
19. Daily worksheet is submitted which should tally with results. Missing report of investigation will have to be make good by laboratory at own cost/effort within reasonable time without inconvenience to patient.
20. The Laboratory shall seek instruction from officer authorized by BMC for the purpose, hereinafter referred to as Authorized Officer.
21. The Laboratory shall submit the complete documents of the staff deployed for sample collection the Laboratory **which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness recent photographs duly attested by the Incharge Laboratory from time to time.**
22. The department reserves the right to change the place of duty for collection of sample and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the hospital authorities.
23. The Laboratory shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples. Similarly, the contractor shall have to make alternate arrangements in case of the weekly off. The contractor has to keep sufficient number of leave reserves.

24. Service provider will deploy sufficient Trained (MLT Tech) staff for collection of sample Blood and other sample at the time specified by BMC before awarding of contract and will provide e.g. gloves/sprit/alcohol swab/vacationer/ needle/ sterilized bottle/ Culture bottles etc. needle destroyed disinfection solution for these equipment used.
25. **The list of Zone wise i.e. Eastern Suburb, Western Suburb & City area hospitals /dispensaries /Health post centres where diagnostic services are required is indicated in APPENDIX 'A'. Corporation reserves right to Add or delete any hospital /dispensary /Health post centre. Service provider is liable to provide services at same rates if new locations are added.**
26. Engagement of delivery of services agreed to be provided by the service provider; medical, Technical and other personnel for operating and managing of centres where samples shall be sent for analytical purposes will be ensured by the Service provider. The BMC reserves the right to add/ delete/ modify the list of tests prescribed at various levels of public health facilities and to add /reduce the total number of facilities for which contract has been signed on mutual agreement.
27. All the operational cost related to functioning of equipment, Human Resource and consumables at all laboratories when samples shall be sent for analytical purposes shall be borne by Service Provider.
28. The service provider shall be required to provide for blood collection/phlebotomy in all Hospitals by a trained phlebotomist. The service provider shall be responsible for safe collection, centrifuge and storage of samples in the facility and its safe transport subsequently and disposal of Bio Medical waste generated as per BMW rule of state.
29. The Service provider shall provide logistic systems for sample transfer and reporting of tests. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The Service provider shall declare all logistic capability, number of people deployed for logistics, mode of transport, Standard Operating Procedures (SOP's), for sample collection, transport, storage and preservation of the sample from the collection point to the laboratory.
30. Service provider shall provide a signed report from qualified Pathologists/Bio-chemist/Microbiologist (as applicable) having an MCI recognized Post Graduated degree.
31. Time frame for reporting of all results shall be as per attached Appendix – B. All critical results Shall be reported within 4 hours of dispatch of sample from the facility using IT support. Critical tests results shall also be communicated to the concerned for facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service provider.

32. Service provider shall declare list of all the equipment in position and station where they are Placed, all Human Resources including Laboratory specialist and Laboratory technicians.
33. The service provider should keep a record of Notifiable Infectious Diseases and Communicable Diseases the information of the same to be sent to the medical record department within 12 hours of report generation and to keep a record of the same on prescribed formats (L forms). Service provider also enables active and passive surveillance of priority pathogens as defined by NCDC.
34. The Service provider shall manage the following records:
(a) Daily patients register. (b) Report register (c) Critical value Reporting Test register (d) Turnaround time (TAT) register (C) Complete MIS and MIS Dashboard as per instruction of state will be maintained by service provider for real time data.
35. **The selected bidder shall also make provision for following as part of the Scope of Work- Service provider shall share all the reports of the patient and relevant information of the patient to the respective departments. The same shall be shared via API (Application Programming Interface) to be provided to BMC (or agency suggested by BMC) within 15 days of request from BMC for seamless integration between service providers system & BMC application**

Or

Upload all the reports of the patient and update relevant information of the patient in the portal provided by BMC on real-time basis.

PENALTY CLAUSE

1. The Laboratory shall be bound to observe all the instruction issued by the department concerning general discipline and behaviour. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, invalid or indulges in unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above in clause. In addition to above, penalties as detailed below can also be imposed on the contractor by the Hospital authorities and will be recovered from the monthly bill of contact period:-
- i) For misbehaving with the Patients, Officers, staff-Rs.1000/- per default. However, case will be referred to monitoring committee in which bidder will also be a part and then the decision will be taken as the case may be.
 - ii) For non wearing of proper uniform, badge & I. Card-Rs. 1000/- Per default
 - iii) For causing nuisance/damage to the hospital property-3 times of market value of such property or Rs. 5000/-, whichever is higher per default.

iv) False report/deviation of report beyond acceptable limit as per NABL -Rs. 10000/- on first instance and terminate of Contract subsequent (surprise sample will be sent in other Two NABL labs if deviation of report is found) beyond & acceptability.

2. Service provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate service provider is not in place then the authority shall deduct cost equivalent to the total number of tests multiply by volume of test prescribed in the 15 days period starting from **8.00 AM** on the day of commencement of shut down.
3. The service provider will be penalized in cases of increased TAT and if the delay is more than one hour even if for one test among the group, then 25% of the payment per test shall be deducted.
4. 95% of the samples shall be reported within the stipulated time frame as stipulated. In the event of more than 5% of samples not being reported within stipulated time frame, no cost shall be paid for all samples reported beyond the stipulated time frame in the given month.
5. In case the Laboratory fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract Medical Superintendent reserves the right to impose the penalty as detailed below:
 - a) 25% of EMD per week up to 4 weeks delays.
 - b) After 4 weeks delay BMC reserve the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed & attract penal action and difference if any, will be recovered from the contractor.
 - c) The security deposited by the Laboratory shall be forfeited.

Quality assurance for in house tests

- 1) The service provider shall furnish a third party report of calibration (with appropriate traceability) of laboratory equipment (analytical and non-analytical) used by the provider for providing the services, yearly to the authority.
- 2) Internal Quality Control records and appropriate corrective action for outliers for all the tests outsourced must be maintained and available for verification whenever required by the authority.

- 3) Proficiency testing (EQAS) with appropriate corrective action for outliers for all the tests performed must be available for whenever required by the authority.
- 4) A third party audit by an NABL accredited laboratory shall be conducted at the cost of service provider every quarter.
- 5) The service provider shall also check 20 samples per month in another NABL accredited lab. The samples should be of varied category for external quality assurance programme. In case the results of external quality assurance is not acceptable the amount equal to three times multiplied by total number of tests for that matter shall be forfeited.

PORTAL COPY

ANNEXURE -1

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

Particulars about the Bidder/Service provider

(To be uploaded in Packet 'A')

Date:-.....

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

1. Name & Address of the Bidder/Service provider/organisation.
2. **Status of the Organization:** Limited Co./Private Limited Co./ Partnership Firm/NGO /Trust/Others (specify):
3. **Nature of Business/Activities of the Applicant:**
 - a.
 - b.
 - c.
 - d.
4. Names and addresses of all the partners.
5. e-mail address of the firm
6. Is the Bidder/Service provider registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)
 - e. In case of a Consortium:
 - (a) The information above (1-6) should be provided for all the Members of the Consortium.

- (b) A copy of the Joint Bidding Agreement, as envisaged in Appendix-11 should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

#	Name of Member	Role* {Refer Clause consortium }	Percentage of equity in the Consortium {Refer Clauses consortium } **
1.			
2.			
3.			

*The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction in joint bidding agreement.

** Applicable only when the Consortium forms a SPV

- (d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) 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):

8. Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.-

9. Number of years of experience in Lab diagnostic service:

10. Name and Address Diagnostic centre:(If the name/address is different than that of the Organization as stated under 1 above)

11. Year of Incorporation of the Diagnostic Centre:

12. Services/Facilities provided in-house.

13. Annual turnover of the Organization for the last three financial years

14. Information to be submitted only if the application is submitted for diagnostic services for the hospital as specified above:

- a. Year of introduction of the diagnostic Services
- b. Number of diagnostic Machines currently in use:
- c. Make and model of the machine last procured(Attach Separate List)

Services	Year 2019 / month	Year 2020 / month	Year 2021 / month	Remarks, if Any
Number of patients diagnostic services (inclusive of all types diagnostic)				

15.Existing Man Power for diagnostic unit

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

16. Is the Organization at present engaged as a referral centre for diagnostic by the Department of Health & Family Welfare of any Government :Yes/No

If yes, please provide information on number of patients referred from Government Hospitals in last six months:

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

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

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

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

Full Signature of the Bidder/Service provider
With Official Seal & Address

Annexure -2

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

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 Bidder/Service providers
- 2) Instructions to Vendors participating in e-Tendering Process
- 3) Flow of activities of tender
- 4) Important General Conditions and Instructions to Bidder/Service providers
- 5) Items Descriptions
- 6) Scope of work.
- 7) Contract Agreement form (Proforma for Article of Agreement)
- 8) Annexures
- 9) Details of the Item Data in SRM :- (Rate to be filled by Bidder/Service provider in commercial offer)
- 10) Minutes of pre bid meeting,
- 11) Corrigendum if any

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

3.I/We have paid Earnest Money Deposit (E.M.D. on line for INR and we are aware that this EMD shall not bear any till it is with BMC.)

4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We hereby further agree to execute agreement in the prescribed pro-forma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract.
6. I/we have offered our rates in the prescribed format and uploaded it along with the bid document.
7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.200/- (Rupees Two Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

.....

**Full Signature of the Bidder/Service provider
 With Official Seal and Address.**

1.
2.
3.
4.

Full Names and Residential Address
 of all the partners constituting

The firm:

1.

2.

3.

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

Annexure – 3
Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

Undertaking to be signed by the Bidder/Service provider

(To be uploaded in PACKET A)

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of **Rs.200/-duly notarized by Notary Public / First Class Magistrate.)** or Equivalent document.

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

“I/ we

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

1. “I/We do hereby offer to.....referred to in the specifications and schedule to the accompanying form of Contract at the rates entered in the schedule of rates sent herewith and signed by me/us” (strike out the portions which are not applicable)
2. I/Wedo hereby state and declare that I/we, whose names are given herein below in detail with the addresses, have not filled in this tender under any other name or under the name of any after establishment/ firm or otherwise, nor are we in any way related or concerned with the establishment/ firm or any other person, who have filled in the tender for the aforesaid work.
3. I/Wehave filled in the accompanying tender with full knowledge of liabilities and, therefore, we shall not raise any objection or dispute in any manner relating to any action/ including forfeiture of deposit blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
4. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me/us, that any information given by me /us in this tender it false or incorrect. I/we shall compensate the Municipal Corporation of Greater Mumbai for any such lapses or inconvenience caused to the Corporation in any manner and shall not resist any claim

for such compensation on any ground whatsoever. I /We further agree and undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.”

5. I/Wehereby confirm that I/We shall be able to carry out and reply entered by me/us at the quoted rates as per specifications/ drawings indicated in the tender after compliance of all the required formalities within the specified time.
6. I/We do hereby undertake that we have entered the best price for the subject reply as for the present market rates and that I/we have not entered higher price for the subject reply in any other outside agencies including Govt./Semi Govt. agencies and within BMC also in similar conditions.
7. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC shall not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the service on or before the date specified by officer/ engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

11. I/We..... hereby further state and

declare that I/We are

- not declared insolvent any time in the past.

- not debarred/ black listed by either 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., nor any criminal case is pending against me/us in any court of law.

12. I/We declare that:

- I/We have examined and have no reservations to the BID document, including any Addendum issued by the BMC
- I/We do not have any conflict of interest in accordance with clause conflict of interest clause
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the BID document, in respect of any tender or request for proposal issued by or any agreement entered into with the BMC or any other public sector enterprise or any government, Central or State; and
- I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of in of the BID document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice.
- I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause of the BID document.
- I/We believe that we/our Consortium / proposed Consortium satisfy (ies) the Turnover & solvency criteria and meet(s) all the requirements as specified in the BID document and are/is qualified to submit a Bid.
- I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of any other Consortium submitting Bids for the Project.
- I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory BMC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the Government/ BMC or convicted by a Court of Law.

- I/We further certify that no investigation by a regulatory BMC is pending either against us/any Member of the Consortium or against our/their Associates or against our CEO or any of our directors/managers/employees.
- I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification on terms of the provisions of this BID, we shall intimate the BMC of the same immediately.
- I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purpose of qualification under and in accordance with this BID, I/We shall inform the BMC forthwith along with all relevant particulars and the BMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to Financial Clause of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall be liable to be terminated without the BMC being liable to us in any manner whatsoever.
- The Statement of Legal Capacity as per format provided and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided.
- I/We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement; (only applicable if the consortium intends to form an SPV or forms an SPV). In case the bidder who can be an entity or a consortium of entities coming together chooses to execute the project on a Joint & several liability basis as a consortium, the same shall be duly informed and duly notified to the Authority (BMC) and the contract agreement shall be accordingly signed.
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BMC in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

- I/We have studied all the Bidding Documents carefully and also surveyed the project facilities. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

13. 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 shall be at discretion to take appropriate action as its finds fit.

14. The acceptance of this tender by BMC shall constitute a binding contract between me / us and BMC

15. I/we further confirm that the information/document submitted by me regarding GST 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.

16. * I/We, _____ hereby declare that on our Establishment there are less than 20 employees/ Labourers and as such it is not mandatory to register our firm under EPF & MP Act 1952.

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

OR

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

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

(* Strike out if not applicable)

18. "I/We do hereby further undertake that, we have offered the best prices for the subject service work for services of diagnostic as per the present market rates. Further, we do hereby undertake and commit that we have not offered/supplied the subject product / similar product / systems or suab systems in the past one year in the Maharashtra State for quantity variation

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

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

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

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

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

Full name and complete address with

Tel.Nos.& E-mail address of all partners(If applicable)

1. _____

2. _____

3. _____

Service provider

(Office Stamp)

WITNESS:

(1) Full Name

And Address

.....
Signature

(2) Full Name

And Address

.....
Signature

ANNEXURE -4

Statement of Legal Capacity

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23

Bid No.: 7200037357

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

Ref. Date:

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

Subject: Statement of legal capacity for “Lab Diagnostic services”

Dear Sir,

We hereby 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 BID 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 BID. 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 strike out whichever is not applicable.

NOTE: PRO-FORMA should be on letter head of the Bidder/Service provider.

ANNEXURE -05

PROFORMA FOR Statement of experience Certificate
(For the period of last three years)

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

Experience: Number of years of experience in operating and managing NABL Accredited own Extra large size(>1000 patients per day)

Tender Reference No.: _____

Date of Opening: _____

Time: _____

Name & Address of the Bidder/Service provider: _____

S.No.	Assignment Contract No. &Date	Description of work/Services provided	Contract price of assignment	Date of commencement	Date of completion.	Was assignment satisfactorily completed.	Address of organization with Phone No. Where assignment done.
1							
2							
3							
4							
5							

Signature & seal of the Bidder/Service provider

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

Bidder/Service provider shall provide certified copies of the Executed purchase orders, documentary evidences along with completion certificates in support and performance.

ANNEXURE -06 A

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

Power of Attorney for signing of Bid

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of Rs.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “” (the Project) proposed or being developed by the (the “BMC”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the BMC, representing us in all matters before the BMC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the BMC in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us and / or till the entering into of the Contract Agreement with the BMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016.

For.....

(Signature, Name, Designation and Address)

Witnesses:

1.

2.

Accepted

Notarized

(Signature, name, designation and address
of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

ANNEXURE -06B

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

**Power of Attorney for signing of Bid
Power of Attorney for Lead Member of Consortium**

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of Rs.200/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

Whereas the (the “BMC”) has invited bids from pre-qualified and short-listed parties for the “” (the “Project”).

Whereas,,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and BMC to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract / Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the BMC, and / or any other Government Agency or any person, in all matters in connection with or relating to

or arising out of the Consortium's bid for the Project and / or upon award thereof till the Contract Agreement is entered into with the BMC

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016.

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution /power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure – 07

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23

Bid No.: 7200037357

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 MCGM finds that information disclosed is false or in complete, then MCGM can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

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

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

ANNEXURE – 08

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

DECLARATION OF THE CONTRACTOR

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

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

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

We solemnly affirm that the Doctor/Technicians deployed by our Firm

_____ do posses the requisite necessary qualification and are competent to run the Medical Equipments and its accessories. Any consequent loss / damage to the machine or the patient due to improper handling of the equipments will be solely our responsibility .

Signature and stamp of BIDDER/SERVICE PROVIDER

ANNEXURE – 09

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

INTERNAL GRIEVANCE REDRESSAL MECHANISM

B.M.C. has formed an internal 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.

1) If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs. 25,000/-.

2) D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work to G.C.R. to nominated Registrar.

3) The Committee for hearing grievances and passing orders will be constituted as follows;

(a) The Committee will comprise of D.M.C./ Director/ Jt.M.C. of tender inviting department and D.M.C./ Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC(PH).

(b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC (CPD) will be the members of the Committee.

For example, if tender is invited by Dean(KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC (CPD).

In tabular format:

Tender inviting Department	Work belonging Department
DMC(CPD) or DMC/ Director / Jt.M.C. of concerned Department	Concerned DMC/ Director / Jt.M.C.

4) In case the work is pertaining to various departments then concerned DMC / Director/Jt.M.C. having major contribution of work will be one of the member of the Committee.

5) The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.

6) If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

No application shall be maintainable before the redressal Committee in regard of any decision of the B.M.C. 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.

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.

Full Signature of the tenderer
with Official Seal and Address

Annexure 10

Details of the Item Data:-

Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23

Bid No.: 7200037357

<u>Item No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item 1</u>	Cost per sample for basic investigations category (X) for Eastern Suburb	1 no.
<u>Item 2</u>	Cost per sample for basic investigations category (X) for Western Suburb	1 no.
<u>Item 3</u>	Cost per sample for basic investigations category (X) for City	1 no.

Note:- 1) The basic test investigations category (X). Tenderer has to quote rate for X i.e for one sample for each zone.

2) Cost per sample from advanced investigation category will be X*4

3) The bidder can quote for one zone, two zone or all three zones. However, the selection of bidder Will be individual zone wise i.e. lowest offer will be decided zone wise.

4) Preference will be given to appoint different service provider for each zone depending upon response, beneficial to BMC.

5) The rate of overall L1 bidder amongst all zones shall be matched by the L1 bidder of other zones otherwise the chance will be given to other bidders down the rank in order of their rank to match the rate of overall L1 bidder amongst all zones.

6) The below mentioned quantity of samples throughout 4 years is approximate & it may vary seasonally. However, the payment will be made as per actual test samples as per quoted rates.

(The zonewise Approximate samples of basic test & Advance tests are as follows)

Zone	Description	Total nos. Basic test 4 year (nos.)	Total nos. Advance Test 4 year (nos.)	Total nos. of Test 4 year (nos.)
Eastern Sub.	Sample for investigations category	647400	114000	761400
Western Sub.	Sample for investigations category	726200	114000	840200
City	Sample for investigations category	626400	72000	698400

ANNEXURE – 11
Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

Joint Bidding Agreement

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of **Rs.200/-duly notarized by Notary Public / First Class Magistrate.**) or Equivalent document.

THIS JOINT BIDDING AGREEMENT/Memorandum of Understanding is entered into on this the
..... day of 20...

AMONGST

1. {..... company/society/trust incorporated under the respective Act} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns) Lead partner-Lab service provider.

AND

2. {..... company/society/trust incorporated under the respective Act / proprietor and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3. {..... company/society/trust incorporated under the respective Act / proprietor and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^{1§}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) THE Municipal Commissioner, BMC, Mumbai, (hereinafter referred to as the “**BMC**” which expression shall, unless repugnant to the context or meaning thereof, include its

¹ § The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (Three).

administrators, successors and assigns) has invited bids (the “**Bid**”) by its tender No. dated(the “**BID**”) for Outsourcing of lab diagnostic services.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the BID document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the BID document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bids.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the BID.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

Deleted

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Contract Period;

(b) Party of the Second Part shall be

{(c) Party of the Third Part}

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the BID and the Contract Agreement, till expiry of the Contract Period.

6. {Shareholding in the SPV (Applicable only in case of the Consortium wishes to form a SPV)}

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party : }

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and BMC to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and BMC to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by the BMC to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BMC

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

SIGNED, SEALED AND
DELIVERED

SECOND PART

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED
AND DELIVERED
For and on behalf of

THIRD PART
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)



PROBING

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and BMC to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE – 12

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on -----day of the ---
-----month of 20--- between Municipal Corporation of Greater Mumbai acting through Shri -----
------(Name and Designation of the officer) (hereinafter referred
to as the "BMC" which expression shall mean and include, unless the context otherwise requires, his
successors in office and assigns) of the First Part and M/s. -----
(Name of the company) represented by Shri -----, Chief Executive Officer /
Authorised 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 SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice
in order to secure the contract by providing assurance to them that their competitors will also abstain
from bribing and other corrupt practices and the BMC will commit to prevent corruption, in any form,
by its officials by following transparent procedures. In order to achieve these goals, the BMC will

appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

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

1. COMMITMENTS OF THE BMC

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

1.2 The BMC undertakes that no employee of the BMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.3 BMC will during tender process treat all service providers with equity and reason. The BMC before and during tender process provide to all service providers 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 Municipal Corporation of Greater Mumbai, 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 SERVICE PROVIDERS / 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 Service providers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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, favour, 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 favour or disfavor to any person in relation to the contract or any other contract with BMC.

2.4 The Service providers/ Contractors will not enter with other service providers 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 Service providers / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the service providers 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 Service providers/ Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.

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

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

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

2.10 The Service providers / 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 Service providers / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the BMC or his relatives.

2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.13 The Service providers / Contractors will undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact.

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

4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Service providers would continue.

4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BMC and BMC shall not be required to assign any reasons therefore.

4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

4.5 If any outstanding payment is due to the Bidder from BMC in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by BMC along with interest.

4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the BMC resulting from such cancellation / rescission and the BMC shall be entitled to deduct the amount so payable from the money due to the Bidder.

4.8 Forfeiture of Performance Bond in case of a decision by the BMC to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

4.9 The decision of BMC to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.

4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of BMC to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

4.11 To debar the Service providers/ Contractors from participating in future bidding process of BMC for a minimum period of three years.

4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

5.1 The Bidder undertakes that it has not supplied similar Services/ 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 service / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or BMC at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from BMC.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

6.1 The BMC appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.

6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.

6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.

6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder/Contractor/sub-contractor, with confidentiality.

6.6 The BMC will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.

6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service or intimation to him by BMC/ Bidder and should the occasion arise, submit the proposal for correcting problematic situations.

6.9 The word "IEM" would include both singular and plural.

6.10 Both parties accept, that the recommendation of IEM would be in the nature of 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 both the BMC and BIDDER /

Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the BMC

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible 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 BMC i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

9.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.

9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

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

BMC BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

WITNESS-1(BMC)

Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

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

PORTAL COPY

Annexure – 13

**Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357**

Pro-forma of 'Articles of Agreement' for the Lab Diagnostic service at the
..... BMC Hospital,

Tender due on _____

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

Contract for work of: _____

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

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

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

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

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

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

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

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

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

1. Contract Period

That this Contract shall be deemed to have commence as from and after _____Day of _____Two Thousand _____and shall continue in force, subject to the power of the Dean/ Ch.M.S./E.H.O for the time being to determine the same previously as hereinafter mentioned until _____Day of _____Two Thousand_____.Or until such time as the Service / work herein mentioned and shall have been completed and certified for by the Dean/ Ch.M.S./E.H.O. / purchasing Officer as being of good quality and in good working order.

2. Contract deposit:

Successful tenderer shall have to pay a contract deposit @ 5% of the total contract cost in the form of Bankers' Guarantee from the Bankers approved by the Brihanmumbai Municipal Corporation & same will be retain upto completion contract period.

3. Service to be made according to the Order

The Contractor/s during the continuance of this contract shall carry out any and/or works specified in the Tender Form as per the order by the Dean/ Ch.M.S./E.H.O.or any other Officer of the Corporation authorized in this behalf. (Such order to be in writing and signed by the said Officer) to the entire satisfaction of the Dean/ Ch.M.S./E.H.O.or purchasing Officer, within stipulated period after receipt of the respective Order.

3(a).Failure to execute Orders

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

3(b).Period

Unless otherwise stated elsewhere in this Contract service shall be provided by the Contractor/s for the stipulated period from the date of receipt of Order

Place of service.

The lab diagnostic service shall be provided to all the health care centres of BMC hospital as when directed by Municipal competent authority. The service shall be rendered by the Contractor/s at BMC. Hospital or at such other Office or Establishment of the Corporation, situated within the limits of Greater Mumbai. All charges for services shall be borne by the Contractor/s.

5. Quality

The Service Provider should ensure that all the tests are to be tested in NABL accredited labs which have the tests of contract under its scope. All test reports should have NABL symbol. The service provider shall use good laboratory practices and shall use bar codes.

6. Penalty

The Laboratory shall be bound to observe all the instruction issued by the department concerning general discipline and behaviour. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, invalid or indulges in unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above in clause. In addition to above, penalties as detailed below can also be imposed on the contractor by the Hospital authorities and will be recovered from the monthly bill of contact period:-

- i) For misbehaving with the Patients, Officers, staff-Rs.1000/- per default. However, case will be referred to monitoring committee in which bidder will also be a part and then the decision will be taken as the case may be.
- ii) For non wearing of proper uniform, badge & I. Card-Rs. 1000/- Per default
- iii) For causing nuisance/damage to the hospital property-3 times of market value of such property or Rs. 5000/-, whichever is higher per default.
- iv) False report/deviation of report beyond acceptable limit as per NABL -Rs. 10000/- on first instance and terminate of Contract subsequent (surprise sample will be sent in other Two NABL labs if deviation of report is found) beyond & acceptability.

2. Service provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate service provider is not in place then the authority shall deduct cost equivalent to the total number of tests multiply by volume of test prescribed in the 15 days period starting from 8.00 Am on the day of commencement of shut down.

3. The service provider will be penalized in cases of increased TAT and if the delay is more than one hour even if for one test among the group, then 25% of the payment per test shall be deducted.

4. 95% of the samples shall be reported within the stipulated time frame as stipulated. In the event of more than 5% of samples not being reported within stipulated time frame, no cost shall be paid for all samples reported beyond the stipulated time frame in the given month.

7. Risk & Cost Purchase

In case the Contractor/s, shall at any time during the continuance of these presents fail to offer service satisfactorily within the prescribed time as herein provided the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the

contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.

8. **Submission of Bill**

The Contractor/s on completion of the service can raise monthly bills for the services offered.

9. **Monetary dealings with the Municipal Employees**

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 entitle to terminate this contract forthwith 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. **Breach of Contract**

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

11. **Dissolution of the Contract**

The Contractor/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, modify 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 Contractor/s 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.

12. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between the Dean (Hospital) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the services to be made by the contractor/s under these present or any of them or the quantity or quality thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the Contractor or of the Dean/ Ch.M.S. /E.H.O. or other Officer aforesaid or the mode of carrying out any giving effects to provisions of these presents, or concerning the meaning or intention of this contract or any part thereof or concerning any certificate or order made or purporting to have been made hereunder, or in any way whatsoever relating to interest of the Corporation or of the contractor, every such dispute and difference shall from time to time be referred to and be settled and decide by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor or others concerned, or any of the and the Municipal Commissioner shall decide the same.

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

The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Contractor 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.

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

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

15. Corporation's lien over all moneys due to the Contractor or his deposit

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s 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/s 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/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor/s 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/s from the moneys, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s 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/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.

16. **Termination of the Contract**

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

17. **Return of the Contract**

If the Contractor/s shall duly and faithfully carry out this contract and shall duly satisfy all claims properly chargeable against him / them hereunder the said sum of Rs._____ shall be returned to the Contractors and any balance due to the Contractor/s under these present shall at the same time be paid to him / them.

18. **Banker's Guarantee**

In the event of the said deposit of Rs._____ having been made by the Contractor/s by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractor/s under any of the provision of this Contract becoming subject to or liable for any penalty or damages liquidated or unliquidated or of the said deposit of Rs._____ becoming forfeited as hereinbefore mentioned and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Bankers to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit claimable from or against the Contractor/s and Bankers shall at the expiration of this contract be freed and released from the obligations of the said General Undertaking and Guarantee in respect of

this contract without prejudice, however, to the continuing liability of the Contractor/s and of the said Bankers and the right of the Commissioner and / or the Corporation to claim subsisting Tender or Contract entered into by the Contractor/s with Commissioner and / or the Corporation.

19. **Partnership**

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

20. **Charges**

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

21. **Singular – Plural**

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

22. **Meaning**

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

23. **Acknowledgement**

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

24. **Penalty**

If the contractor fails to comply with the order within the delivery period stipulated, the municipal Commissioner/ D.M.C.(C.P.D) / Dean/ Ch.M.S. /E.H.O./ Intending Officer shall exercise his discretionary power either :-

OR

To cancel the contract and orders and forfeiture of EMD, contract Deposit and blacklisting the firm/company along with their partners/ directors.

25. **Scope of the Contract** And where it is further hereby agreed between the parties of all the parts herein that the Terms and conditions of the Instruction to the Tenderers including the Annexures thereof and the specification of the equipment shall form parts & parcel of these Contract Agreement.

28. **Operation of the Contract Clauses**

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

IN WITNESS WHEREOF the Contractors and D.M.C.(C.P.D.)have hereunto set hands and seal of the Corporation has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

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

1) _____

2) _____

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

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.

Appendix 'A'

Zone I - Eastern Suburb

List of Hospitals

List of Peripheral Hospitals	
1	K.B. Bhabha Hospital, Kurla
2	Maa Hospital, Chembur.
3	Pt. M.M. Malviya Centenary Hospital, Govandi.
4	Rajawadi Hospital, Ghatkopar
5	Sant. Muktabai Hospital, Ghatkopar.
6	K.M.J. Phule Hospital, Vikroli.
7	S.V.D. Savarkar Hospital, Mulund (E).
8	M.T. Agarwal Hospital, Mulund (W)

Zone I - Eastern Suburb

सार्वजनिक आरोग्य खाते
दवाखान्यांची यादी

अनु.क्र.	ब्युरो	विभाग	दवाखान्याचे नाव
1	पू.उप.	एल	बैलबाजारमहापालिकादवाखाना, कुर्ला
2	पू.उप.	एल	चुनाभट्टीमहापालिकादवाखाना, कुर्ला
3	पू.उप.	एल	खिश्नविलेजमहापालिकादवाखाना, कुर्ला
4	पू.उप.	एल	कुरेशीनगर, कसाईवाडामहापालिकादवाखाना, कुर्ला
5	पू.उप.	एल	मोहिलीविलेजमहापालिकादवाखाना, कुर्ला
6	पू.उप.	एल	असल्फाविलेजमहापालिकादवाखाना, कुर्ला
7	पू.उप.	एल	सफेदपूलमहापालिकादवाखाना, कुर्ला
8	पू.उप.	एल	नेहरुनगरमहापालिकादवाखाना, कुर्ला
9	पू.उप.	एल	काजूपाडामहापालिकादवाखाना, कुर्ला
10	पू.उप.	एल	बुध्दाकॉलनीमहापालिकादवाखाना, कुर्ला
11	पू.उप.	एल	चांदिवलीमहापालिकादवाखाना, संघर्षनगर
12	पू.उप.	एल	न्युतिलकनगरमहापालिकादवाखाना
13	पू.उप.	एल	हिमालयाकॉ.ऑप.हौ.सोसायटीमहापालिकादवाखाना, सेवासदनरोड
14	पू.उप.	एल	अमृतशक्तीनाहरमहापालिकादवाखाना
15	पू.उप.	एम/पूर्व	देवनारकॉलनीमहापालिकादवाखाना, देवनार
16	पू.उप.	एम/पूर्व	ट्रॉम्बेमहापालिकादवाखाना, ट्रॉम्बे
17	पू.उप.	एम/पूर्व	अयोध्यानगरमहापालिकादवाखाना
18	पू.उप.	एम/पूर्व	गवाणपाडामहापालिकादवाखाना
19	पू.उप.	एम/पूर्व	चिताकॅम्पमहापालिकादवाखाना, अनिकनगरदवाखाना
20	पू.उप.	एम/पूर्व	सुरक्षासोसायटीमहापालिकादवाखाना, वाशिनाका, कमलारमनदवाखाना
21	पू.उप.	एम/पूर्व	आर.बी.के.इंटरनॅशनलमहापालिकादवाखाना
22	पू.उप.	एम/पूर्व	लल्लुभाईकंपाऊडमहापालिकादवाखाना
23	पू.उप.	एम/पूर्व	बैंगनवाडीमहापालिकादवाखाना
24	पू.उप.	एम/पश्चिम	चेंबूरनाकामहापालिकादवाखाना, चेंबूर
25	पू.उप.	एम/पश्चिम	माहुलविलेजमहापालिकादवाखाना
26	पू.उप.	एम/पश्चिम	लेबरकॅम्पमहापालिकादवाखाना, चेंबूर
27	पू.उप.	एम/पश्चिम	चेंबूरकॉलनीमहापालिकादवाखाना, चेंबूर
28	पू.उप.	एम/पश्चिम	लालडोंगरमहापालिकादवाखाना, चेंबूर
29	पू.उप.	एन	विक्रोळीपार्कसाईटमहापालिकादवाखाना
30	पू.उप.	एन	सर्वोदयनगरमहापालिकादवाखाना, घाटकोपर
31	पू.उप.	एन	पारसीवाडीमहापालिकादवाखाना, घाटकोपर
32	पू.उप.	एन	किरोळविलेजमहापालिकादवाखाना, विद्याविहार
33	पू.उप.	एन	रमाबाईकॉलनीमहापालिकादवाखाना, घाटकोपर
34	पू.उप.	एन	पंतनगरमहापालिकादवाखाना, घाटकोपर
35	पू.उप.	एन	साईनाथनगरमहापालिकादवाखाना
36	पू.उप.	एन	नाथपैनगरमहापालिकादवाखाना, गरोडीयानगर
37	पू.उप.	एस	टागोरनगरमहापालिकादवाखाना, विक्रोळीपूर्व
38	पू.उप.	एस	तिरंदाजविलेजमहापालिकादवाखाना
39	पू.उप.	एस	कांजूरविलेजमहापालिकादवाखाना, कांजूरमार्ग

40	पू.उप.	एस	एम.व्ही.आर.शिंदेमार्गदवाखाना, ईश्वरनगर
41	पू.उप.	एस	टेंबीपाडामहापालिकादवाखाना, भांडुप
42	पू.उप.	एस	शिवाजीतलावमहापालिकादवाखाना, टॅकरोडभांडुप
43	पू.उप.	एस	तुळशेतपाडामहापालिकादवाखाना, भांडुप
44	पू.उप.	एस	नाहूरपूर्वमहापालिकादवाखाना
45	पू.उप.	टी	पी.जे.के. महापालिकादवाखाना, एम.जी.रोड, मुलुंडपश्चिम
46	पू.उप.	टी	मुलुंडकॉलनीमहापालिकादवाखाना, मुलुंडपश्चिम
47	पू.उप.	टी	डंपिगरोडमहापालिकादवाखाना, मुलुंडपश्चिम

PORTAL COPY

Zone I - Eastern Suburb

सार्वजनिक आरोग्य खाते

महानगरपालिका प्रसुतिगृहांची यादी

अनु.क्र.	विभाग	प्रसुतिगृहाचे नाव व पत्ता
1	एल	महापालिकाप्रसुतिगृह, सायनट्रॉम्बेरोड, चुनाभट्टी, कुर्ला, पश्चिम
2	एल	बैलबाजारमहापालिकाप्रसुतिगृह कुर्ला
3	एम/पूर्व	महापालिकाप्रसुतिगृह, देवनार, मुंबई74
4	एम/पूर्व	चिताकॅम्पमहापालिकाप्रसुतिगृह ट्रॉम्बे, मानखुर्द, मुंबई88
5	एम/पश्चिम	महापालिकाप्रसुतिगृह, चेंबूर, मुंबई71
6	एन	पोदारमिलकंपाऊडमहापालिकाप्रसुतिगृहघाटकोपर
7	एस	महापालिकाप्रसुतिगृह, मोतीचंदआवार, भांडुप, मुंबई78
8	एस	डॉ.बी.ए.रोडमहापालिकाप्रसुतिगृह टागोरनगर, विक्रोळी
9	एस	एल.बी.एस.रोडमहापालिकाप्रसुतिगृह भांडुपपश्चिम
10	टी	एस.जे.डी.सी. महापालिकाप्रसुतिगृह मुलुंडपश्चिम, मुंबई80

Zone II - Western Suburb

List of Hospitals

List of Peripheral Hospitals	
1	K.B.Bhabha Hospital, Bandra
2	V.N. Desai Hospital, Santacruz (E)
3	Siddharth Hospital, Goregaon
4	S.K.Patil Hospital, Malad
5	M.W. Desai Hospital, Malad.
6	Bharatrantra Dr. Babasaheb Ambedkar Hospital, Kandivali.
7	Bhagwati Hosp. NTC Bldg. Borivali
8	Kasturba Cross Road Hospital, Borivali.

Zone II - Western Suburb

सार्वजनिक आरोग्य खाते
दवाखान्यांची यादी

अनु.क्र.	ब्युरो	विभाग	दवाखान्याचे नाव
1	प.उप.	एच/पूर्व	खेरवाडीमहापालिकादवाखाना,बांद्रा
2	प.उप.	एच/पूर्व	कलिनामहापालिकादवाखाना, सांताक्रुझपूर्व
3	प.उप.	एच/पूर्व	जवाहरनगरमहापालिकादवाखाना, खारपूर्व
4	प.उप.	एच/पूर्व	प्रभातकॉलनीमहापालिकादवाखाना, सांताक्रुझपूर्व
5	प.उप.	एच/पूर्व	भारतनगरमहापालिकादवाखाना, बांद्राकुर्लाकॉम्प्लेक्स
6	प.उप.	एच/पूर्व	एस.व्ही.नगरमहापालिकादवाखाना, सांताक्रुझपूर्व
7	प.उप.	एच/पूर्व	कोलेकल्याणनगरमहापालिकादवाखाना
8	प.उप.	एच/पश्चिम	खारदांडामहापालिकादवाखाना,बांद्रापश्चिम
9	प.उप.	एच/पश्चिम	गुरुनानकमहापालिकादवाखाना, डॉ.आंबेडकररोड, खार(पश्चिम)
10	प.उप.	एच/पश्चिम	गुरुनानकमहापालिकादवाखाना, स्टेशनरोड,खार(पश्चिम)
11	प.उप.	एच/पश्चिम	जुनाखारदवाखाना, एस.व्ही.रोड, खार(पश्चिम)
12	प.उप.	एच/पश्चिम	शास्त्रीनगरलिकिंगरोडदवाखाना, सांताक्रुझ(पश्चिम)
13	प.उप.	के/पूर्व	कोलडोंगरीमहापालिकादवाखाना, अंधेरीपूर्व
14	प.उप.	के/पूर्व	केव्हजरोडदवाखाना, जोगेश्वरीपूर्व
15	प.उप.	के/पूर्व	मरोळमहापालिकादवाखाना,अंधेरीपूर्व
16	प.उप.	के/पूर्व	गुंदवलीमहापालिकादवाखाना, अंधेरीपूर्व
17	प.उप.	के/पूर्व	संभाजीनगरमहापालिकादवाखाना, विलेपार्लेपूर्व
18	प.उप.	के/पूर्व	परांजपेस्कीमहापालिकादवाखाना, डॉ.शिरोडकरमहापालिकाप्रसुतिगृह विलेपार्लेपूर्व
19	प.उप.	के/पूर्व	हरीनगरमहापालिकादवाखाना, जोगेश्वरीपूर्व
20	प.उप.	के/पूर्व	नटवरनगरमहापालिकादवाखाना, जोगेश्वरीपूर्व
21	प.उप.	के/पूर्व	सुंदरनगरमहापालिकादवाखाना, अंधेरीपूर्व
22	प.उप.	के/पूर्व	संभाजीनगरआयुर्वेदिकमहापालिकादवाखाना
23	प.उप.	के/पश्चिम	एन.जे.वाडियामहापालिकादवाखाना,अंधेरीरेल्वेस्टेशनच्यासमोर, अंधेरी(पश्चिम)
24	प.उप.	के/पश्चिम	वर्सावामहापालिकादवाखाना, अंधेरीपश्चिम
25	प.उप.	के/पश्चिम	लायन्सजुहूजलानमहापालिकादवाखाना,विलेपार्ले(पश्चिम)
26	प.उप.	के/पश्चिम	महापालिकामंडईदवाखाना, वल्लभभाईरोड, विलेपार्ले(पश्चिम)
27	प.उप.	के/पश्चिम	ओशिवरामहापालिकाप्रसुतिगृहदवाखाना
28	प.उप.	के/पश्चिम	बनानालिफदवाखाना
29	प.उप.	के/पश्चिम	मिल्लतनगर(स्वामीसमर्थदवाखाना)
30	प.उप.	पी/दक्षिण	टोपीवालामहापालिकादवाखाना,गोरेगांवपश्चिम
31	प.उप.	पी/दक्षिण	चिंचोलीदवाखाना,वदंतचिकित्सालयस्कवॉटर्सकॉलनी,गोरेगांवपूर्व
32	प.उप.	पी/दक्षिण	राममंदिररोड, जोगेश्वरी
33	प.उप.	पी/उत्तर	चोक्सीमहापालिकादवाखाना, चोक्सीमहापालिकाप्रसुतिगृह, मालाडपश्चिम
34	प.उप.	पी/उत्तर	मनोरीमहापालिकादवाखाना, मालाड(पश्चिम)
35	प.उप.	पी/उत्तर	मालवणीदुसरामहापालिकादवाखाना, मालाड(पश्चिम)
66	प.उप.	पी/उत्तर	पठाणवाडीमहापालिकादवाखाना, मालाड(पूर्व)
37	प.उप.	पी/उत्तर	कुरारव्हिजेजमहापालिकादवाखाना, मालाड(पूर्व)
38	प.उप.	पी/उत्तर	सोमवारबाजार, नेमाणीरोडमहापालिकादवाखाना, मालाड(पश्चिम)

39	प.उप.	पी/उत्तर	गोशालारोडमहापालिकादवाखाना, मालाड(पूर्व)
40	प.उप.	पी/उत्तर	वलनईरोडमहापालिकादवाखाना, मालाड(पश्चिम)
41	प.उप.	पी/उत्तर	स्कूलरोडमहापालिकादवाखाना, मालाड
42	प.उप.	पी/उत्तर	रिध्दीगार्डनमहापालिकादवाखाना, मालाड
43	प.उप.	आर/दक्षिण	आकुर्लीरोडमहापालिकाप्रसुतिगृह कांदिवलीपूर्व
44	प.उप.	आर/दक्षिण	हनुमाननगरमहापालिकादवाखाना, कांदिवलीपूर्व
45	प.उप.	आर/दक्षिण	डहाणूकरवाडीमहापालिकादवाखाना, कांदिवलीपश्चिम
46	प.उप.	आर/दक्षिण	चारकोपसेक्टर। महापालिकादवाखाना, कांदिवलीपश्चिम
47	प.उप.	आर/दक्षिण	बाब्रेकरनगरमहापालिकादवाखाना, कांदिवलीपश्चिम
48	प.उप.	आर/दक्षिण	संभाजीनगरमहापालिकादवाखाना,
49	प.उप.	आर/मध्य	चारकोपसेक्टरनं.5 महापालिकादवाखाना,
50	प.उप.	आर/मध्य	गोराईरोड(म्हाडा) महापालिकादवाखाना, बोरिवलीपश्चिम
51	प.उप.	आर/मध्य	एक्सरमहापालिकादवाखाना, बोरिवलीपश्चिम
52	प.उप.	आर/मध्य	एम.एच.बी. महापालिकादवाखाना, गोराई बोरिवलीपश्चिम
53	प.उप.	आर/मध्य	के.के. महापालिकादवाखाना,
54	प.उप.	आर/मध्य	गोराईगांवमहापालिकादवाखाना, गोराई
55	प.उप.	आर/उत्तर	व्हाय.आर.तावडेमार्गमहापालिकादवाखाना, दहिसरपूर्व
56	प.उप.	आर/उत्तर	दहिसरमहापालिकादवाखाना, एल.टी. रोड, दहिसरपश्चिम
57	प.उप.	आर/उत्तर	आनंदनगरमहापालिकादवाखाना
58	प.उप.	आर/उत्तर	शास्त्रीनगरमहापालिकादवाखाना

Zone II - Western Suburb

सार्वजनिक आरोग्य खाते

महानगरपालिका प्रसुतिगृहांची यादी

अनु.क्र.	विभाग	प्रसुतिगृहाचे नाव व पत्ता
1	एच/पूर्व	खेरवाडीमहापालिकाप्रसुतिगृह, खेरवाडी, बांद्रापूर्व, मुंबई 52
2	के/पूर्व	डॉ. व्ही. एन. शिरोडकर मेमोरियल महापालिका प्रसुतिगृह परांजपे बीस्कीम, विलेपार्ले
3	के/पूर्व	मरोळ महापालिका प्रसुतिगृह अंधेरी पूर्व, मुंबई
4	के/पूर्व	स्क्रॉटर्स कॉलनी महापालिका प्रसुतिगृह जोगेश्वरी पूर्व, मुंबई 60
5	के/पश्चिम	ओश्विराम महापालिका प्रसुतिगृह अजितगलासवर्कजवळ, जोगेश्वरी पश्चिम
6	पी/दक्षिण	महापालिका प्रसुतिगृह टोपीवाला चॅरिटेबल ट्रस्ट दवाखान्याच्या मागे गोरगांव, मुंबई 62
7	पी/उत्तर	चोक्सी महापालिका प्रसुतिगृह मार्वेरोड, मालाड (पश्चिम) मुंबई 64
8	पी/उत्तर	मालवणी महापालिका प्रसुतिगृह मालाड
9	पी/उत्तर	रिध्दीगार्डन महापालिका प्रसुतिगृह दिंडोशी, मालाड
10	आर/दक्षिण	आकुर्ली रोड महापालिका प्रसुतिगृह कांदिवली पूर्व
11	आर/दक्षिण	चारकोप महापालिका प्रसुतिगृह कांदिवली
12	आर/उत्तर	श्रीम. भंसाली केसाई बाई छबिलदास लल्लुभाई महापालिका प्रसुतिगृह बोरिवली, मुंबई 92
13	आर/मध्य	मागाठाणे माता बाल करुणालय, बोरिवली

Zone III - City

List of Hospitals

<u>Sr. No.</u>	<u>List of speciality Hospitals</u>
<u>1</u>	<u>E.N.T. Hospital, Near Siddhartha College, Maharshi Dadhichi Marg, Fort Mumbai-01</u>
<u>2</u>	<u>Kasturba Hospital (For Infectious Diseases), Opp Central Jail, Sane Guruji Marg, Mumbai-11</u>
<u>3</u>	<u>Group of T.B. Hospital, Jerbai Wadia Rod, Sewri, Mumbi-15</u>
<u>4</u>	<u>Acworth Municipal Hospital or Leprosy, Major Parmeshwaran Marg, Wadala, Mumbai-31</u>
<u>5</u>	<u>Municipal Eye Hospital, Maulana Shaukat Ali Marg, Opp. Durga Devi Udyan, Mumbai-08</u>

Zone III - City

सार्वजनिक आरोग्य खाते
दवाखान्यांची यादी

अनु.क्र.	ब्युरो	विभाग	दवाखान्याचे नाव
1	शहरे	ए	कुलाबादवाखाना, कुलाबामहापालिकाशाळा, पहिलामजला, लारानिगमरोड, कुलाबा, मुंबई।
2	शहरे	ए	308, शहीदभगतसिंगमार्ग, फोर्टमुंबई।
3	शहरे	ए	महापालिकामुख्यालयइमारत, दुसरामजला, ऍनेक्सबिल्डींग, मुंबई।
4	शहरे	ए	आयुर्वेदिकदवाखाना, मुख्यालयइमारत, दुसरामजला, ऍनेक्सबिल्डींग, मुंबई।
5	शहरे	ए	महापालिकादवाखाना, मारुतीलेन, मुंबई
6	शहरे	ए	महापालिकादवाखाना, साबुसिध्दीकरोड, मुंबई(दर्जेन्नत)
7	शहरे	बी	महापालिकादवाखाना, 259, सरदारवल्लभभाईपटेलमार्ग,
8	शहरे	बी	महापालिकादवाखाना, 44, जेलरोड, उत्तर
9	शहरे	बी	महापालिकादवाखाना, वालपाखाडीचाळ, नूरबाग,
10	शहरे	बी	जेलरोडयुनानीदवाखानाआणितंतचिकित्सालय
11	शहरे	बी	20, कोळसास्ट्रीट, कोळसामोहल्ला, युनानीमहापालिकादवाखानापायधुनी
12	शहरे	सी	महापालिकादवाखाना, हाजीहसनअहमदबाजारमार्ग, गोर्राई, घोगरीमोहल्ला
13	शहरे	सी	महापालिकादवाखाना, 198 पांजरापोळलेन, भुलेश्वर(दर्जेन्नत)
14	शहरे	सी	महापालिकादवाखाना, बाळासाहेबजयकररोड, ठाकुरद्वारजंक्शन, मुंबई2
15	शहरे	सी	चंदनवाडीमहापालिकादवाखाना, सोनापूरस्ट्रीट, मुंबई2 (दर्जेन्नत)
16	शहरे	सी	डंकनरोडमहापालिकादवाखाना, दुसरीक्रॉसगल्ली,
17	शहरे	डी	महापालिकादवाखाना, आर.एस.निमकरमार्ग, फोरसरोड
18	शहरे	डी	बनेकंपाऊडमहापालिकादवाखाना, तुळशीवाडी, आर्थररोड, ताडदेव(दर्जेन्नत)
19	शहरे	डी	महापालिकादवाखाना, 303 राजाराममोहनरायमार्ग, गिरगांव
20	शहरे	डी	नानाचौकमहापालिकादवाखाना, अग्निशामनदलकंपाऊड, भायखळा
21	शहरे	डी	ताडदेवमहापालिकादवाखाना
22	शहरे	ई	धाकूप्रभुवाडीमहापालिकादवाखाना, घोडपदेव, मुंबई33
23	शहरे	ई	बाईगौराबाईमहापालिकादवाखाना, कामाठीपुरातबेलाजवळ(दर्जेन्नत)
24	शहरे	ई	महापालिकादवाखाना, पठानवालामार्ग, भायखळा(दर्जेन्नत)
25	शहरे	ई	48, हुजारियास्ट्रीटमहापालिकादवाखाना
26	शहरे	ई	ताडवाडीदवाखाना, बी.आय.टी.चाळकंपाऊड, माझगांव(दर्जेन्नत)
27	शहरे	ई	साऊटरस्ट्रीटकंपाऊडमहापालिकादवाखाना(दर्जेन्नत)
28	शहरे	ई	महापालिकादवाखाना, रासुलजीराकंपाऊड, केशवरावखाडेमार्ग, मुंबई11
29	शहरे	ई	सेठमोतीशाहलेनमहापालिकादवाखाना, माझगांव10
30	शहरे	ई	नवाबटॅकपूल, डॉकयार्डरोड, मुंबई10
31	शहरे	ई	लालविटाचीचाळमहापालिकादवाखाना, एनएम.जोशीमार्ग, मुंबई11
32	शहरे	ई	सिध्दार्थनगरमहापालिकादवाखाना, भाप्टीरोड, कामाठीपुरा
33	शहरे	ई	टॅकस्केअरगार्डनदवाखाना
34	शहरे	एफ/दक्षिण	मुलराजभुवनमहापालिकादवाखाना, ए.डी.मार्ग, शिवडी
35	शहरे	एफ/दक्षिण	आंबेवाडीमहापालिकादवाखाना, मुंबई33
36	शहरे	एफ/दक्षिण	दादासाहेबफाळकेरोडमहापालिकादवाखाना, गौतमनगर, दादर
37	शहरे	एफ/दक्षिण	एफ/दक्षिणवॉर्डदवाखानापरल

38	शहरे	एफ/दक्षिण	नायगांवप्रसुतिगृहमहापालिकादवाखाना,मुंबई14
39	शहरे	एफ/दक्षिण	काळाचौकीमहापालिकादवाखाना, अर्धवेळदंतचिकित्सालय,अभ्युदयनगर
40	शहरे	एफ/दक्षिण	शिवडीक्रॉसरोडमहापालिकादवाखाना,मुंबई15
41	शहरे	एफ/दक्षिण	किडवाईनगरमहापालिकादवाखाना
42	शहरे	एफ/दक्षिण	त्रिवेणीसदनमहापालिकादवाखाना, करीरोड
43	शहरे	एफ/उत्तर	वडाळारोडरेल्वेस्टेशनमहापालिकादवाखाना
44	शहरे	एफ/उत्तर	एंटॉपहिलमहापालिकादवाखाना
45	शहरे	एफ/उत्तर	रावळीकॅम्पमहापालिकादवाखाना, सायनकोळीवाडा
46	शहरे	एफ/उत्तर	लालबहादुरशास्त्रीमार्गमहापालिकादवाखाना, माटुंगा
47	शहरे	एफ/उत्तर	ट्रान्झिटकॅम्पमहापालिकादवाखाना, सायनकोळीवाडा
48	शहरे	एफ/उत्तर	कोरबामिठानगरमहापालिकादवाखाना, वडाळा
49	शहरे	जी/दक्षिण	करीरोडमहापालिकादवाखाना
50	शहरे	जी/दक्षिण	फर्ग्युसनरोडमहापालिकादवाखाना, एन.एम.जोशीमार्ग
51	शहरे	जी/दक्षिण	प्रभादेवीमहापालिकादवाखाना
52	शहरे	जी/दक्षिण	बी.डी.डी.चाळमहापालिकादवाखाना, वरळी
53	शहरे	जी/दक्षिण	बेगर्सहोममहापालिकादवाखाना, महालक्ष्मी
54	शहरे	जी/दक्षिण	महापालिकादवाखाना, महाराष्ट्रहायस्कूलकंपाऊड, एन.एम.जोशीमार्ग
55	शहरे	जी/दक्षिण	महापालिकादवाखाना, वेल्फेअरसेंटर, सेनापतीबापटमार्ग
56	शहरे	जी/दक्षिण	वरळीलेबरकॅम्पमहापालिकादवाखाना, ससेमिरामार्ग
57	शहरे	जी/दक्षिण	सेनापतीबापटमार्गमहापालिकादवाखाना,होलीक्रॉस
58	शहरे	जी/दक्षिण	जिजामातानगरमहापालिकादवाखाना, ईमोजेसरोड
59	शहरे	जी/दक्षिण	वरळीकोळीवाडामहापालिकादवाखाना
60	शहरे	जी/दक्षिण	झंडुआयुर्वेदिकमहापालिकादवाखाना, एस.बी.मार्ग
61	शहरे	जी/दक्षिण	आयुर्वेदिकदवाखाना, प्रभादेवी
62	शहरे	जी/उत्तर	माटुंगालेबरकॅम्प, चाळसुप्रीटेंडंटच्याऑफीसच्यासमोर, मुंबई19
63	शहरे	जी/उत्तर	बाईगुलबाईमहापालिकादवाखाना
64	शहरे	जी/उत्तर	धारावीमेनरोडमहापालिकादवाखाना
65	शहरे	जी/उत्तर	जस्मिनमिलमहापालिकादवाखाना, शाहुनगर, धारावी22
66	शहरे	जी/उत्तर	वेलकरवाडीमहापालिकादवाखाना, एस.व्ही.मार्ग, माहिम
67	शहरे	जी/उत्तर	कुंभारवाडामहापालिकादवाखाना, धारावी
68	शहरे	जी/उत्तर	पिवळाबंगलामहापालिकादवाखाना, धारावी
69	शहरे	जी/उत्तर	ट्रान्झिटकॅम्पदवाखाना,धारावी
70	शहरे	जी/उत्तर	वेल्फेअरकॅम्पमहापालिकादवाखाना, श्रीसिनेमाजवळ

Zone III - City

सार्वजनिक आरोग्य खाते

महानगरपालिका प्रसुतिगृहांची यादी

अनु.क्र.	विभाग	प्रसुतिगृहाचे नाव व पत्ता
1	सी	सुर्यकांतवगळमहापालिकाप्रसुतीगृह झावबावाडी, मुंबई2
2	एफ/दक्षिण	नायगांवमहापालिकाप्रसुतिगृह नायगांव, मुंबई
3	एफ/उत्तर	रावळीकॅम्पमहापालिकाप्रसुतिगृह मुंबई22
4	जी/दक्षिण	मोहम्मदहाजीसाबुसिध्दीकमहापालिकाप्रसुतिगृह स्वातंत्र्यवीरसावरकरमार्ग, मुंबई25
5	जी/उत्तर	महापालिकाप्रसुतिगृह, ले.दिलीपगुप्तेमार्ग, श्रीसिनेमाच्यासमोर, माहिम, मुंबई16

Appendix 'B'
List of Basic Tests

Field	Sr. No.	Test Description	TAT
Pathology	1	Hb, CBC, Platelet count & ESR	6 Hrs
	2	PS for MP	6 Hrs
	3	Blood Grouping	6 Hrs
	4	Urine Routine & Microscopy	6 Hrs
	5	G6PD	36-48 Hrs
	6	PAP smear Cytology	24-48 Hrs
	7	FNAC	24-48 Hrs
	8	PT/INR	6 Hrs
	9	Reticulocyte Count	6 Hrs
	10	Sickling Test	6 Hrs
	11	Body fluid Routine & Microscopy	6 Hrs
	12	CSF Routine & Microscopy	6 Hrs
	13	Semen examination	24-48 Hrs
	14	APTT	6 Hrs
Bio Chemistry	15	Blood Glucose	6 Hrs
	16	S. Total Bilirubin	6 Hrs
	17	S. Direct Bilirubin	6 Hrs
	18	SGPT/ALT	6 Hrs
	19	SGOT/AST	6 Hrs
	20	Urea / BUN	6 Hrs
	21	S. Creatinine	6 Hrs
	22	ALP	6 Hrs
	23	GGT	6 Hrs
	24	S. Total Proteins	6 Hrs
	25	S. Albumin	6 Hrs
	26	S. Globulins	6 Hrs
	27	S. A:G Ratio	6 Hrs
	28	S. Urea	6 Hrs
	29	S. Total Calcium	6 Hrs
	30	S. Phosphorus	6 Hrs
	31	S. Uric acid	6 Hrs
	32	S. Cholesterol	6 Hrs
	33	S. Triglycerides	6 Hrs
	34	S. HDL(Direct)	6 Hrs
	35	S. LDL	6 Hrs
	36	S. VLDL	6 Hrs
	37	S. Amylase	6 Hrs
	38	U. Micro albumin	6 Hrs
	39	S, Acid Phosphatase	6 Hrs
	40	T3	6 Hrs

Micro Biology	41	T4	6 Hrs
	42	TSH	6 Hrs
	43	FT3	6 Hrs
	44	FT4	6 Hrs
	45	HbA1C	8Hrs
	46	S. Electrolytes	6 Hrs
	47	U. Electrolytes	6 Hrs
	48	Urea Clearence eGFR	6 Hrs
	49	S. Lipase	6 Hrs
	50	S. Troponin I	6 Hrs
	51	S. Adenosine Deaminase	6 Hrs
	52	FSH	6 Hrs
	53	LH	6 Hrs
	54	Prolactin	6 Hrs
	55	Testosterone	6 Hrs
	56	Estrogen E2	2 Days
	57	Beta HCG	2 Days
	58	S. Iron	8 Hrs
	59	S. Ferritin	8 Hrs
	60	S. TIBC	8 Hrs
	63	24 Hrs urinary Proteins	6 Hrs
	64	CRP quantitative	6 Hrs
	65	Folic acid	4 Days
	66	LDH	6 Hrs
	67	Total CPK	6 Hrs
	68	CPK MB	6 Hrs
	69	S. Ionic Calcium	6 Hrs
	70	VDRL	6 Hrs
	71	WIDAL tube test	24 Hrs
	72	Rapid test for Leptospirosis IgM Antibody	6 Hrs
	73	Rapid test for Dengue NS1 Antigen	6 Hrs
	74	Rapid test for Malaria Antigen	6 Hrs
	75	Sputum for AFB & gram strain	6 Hrs
	76	RA qualitative	6 Hrs
	77	HCV Rapid	8 Hrs
78	HBsAg Rapid	8 Hrs	
79	Rapid test for Dengue IgM / IGG Antibody	6 Hrs	
80	ELISA for Dengue IgM Antibody	6 Hrs	
81	ELISA for IgM to Leptospirosis	8 Hrs	
82	ELISA for NS1 for Dengue	8 Hrs	
83	ELISA for IgM to HCV	8 Hrs	
84	ELISA for IgM to HAV	8 Hrs	
85	ELISA for IgM to HEV	8 Hrs	

	86	ELISA for HBsAg	8 Hrs
	87	ASLO	6 Hrs
	88	Coombs Test	8 Hrs
	89	RTPCR for Covid	8 Hrs
	90	ELISA Chickengunya IgM antibody	8 Hrs
	91	Antigen test for Covid	6 Hrs

Sample collection Time	Report by time
8.00am to 2.00pm	8.00pm
2.00pm to 8.00pm	2.00am
8.00pm to 8.00am	8.00pm

TAT as above unless specified separately.

List Of Advanced Tests

Field	Sr. No.	Test Description	TAT
Pathology	1	HPE with IHC	3-5 Days
	2	D Dimer	6 Hrs
	3	HLA B 27	2-3 Days
	4	FDP	6 Hrs
	5	Anca	36-48 Hrs
	6	Biopsy	24-48 Hrs
	7	HPE small specimens	24-48 Hrs
	8	HPE big specimens	3-5 Days
Bio Chemistry	9	Hb Variants	24-48 Hrs
	10	S. C Peptide	4 Days
	11	Anti phospholipid antibody	4 Days
	12	Anti thyroid antibodies	4 Days
	13	S. Insulin	4 Days
	14	S. Digoxin	2 Days
	15	S. Carbamazepine	2 Days
	16	S. Phenytoin Sodium	2 Days
	17	PTH	4 Days
	18	Blood Acetylcholinesterase	6 Hrs
	19	Blood Ammonia	6 Hrs
	20	S Cortisol	4 Days
	21	CA 125	4 Days
	22	CA 19-9	4 Days
	23	CEA	4 Days

	24	ACTH	4 Days
	25	AFP	4 Days
	26	Growth Hormone	4 Days
	27	CCP antibody	36-48 Hrs
	28	Insulin antibodies	4 Days
	29	17 OHP	5 Days
	30	Serum osmolarity n osmolality	6 Hrs
	31	Serum magnesium	6 Hrs
	32	ACE serum	6 Hrs
	33	IL6	6 Hrs
	34	Serum pro calcitonin	6 Hrs
	35	Anti pro BNP	6 Hrs
	36	Vitamin D2/D3	8 Hrs
	37	Vitamin B12	8 Hrs
	38	Total PSA	2 Days
	39	ANA	36-48 Hrs
	40	Anti ds DNA	36-48 Hrs
Micro biology	41	Blood Culture & AST	By 6 Days
	42	AFB Culture & sensitivity	10-12 weeks
	43	Bacterial culture & sensitivity	2-4 Days
	44	CSF latex agglutination for Cryptococcosis	6 Hrs
	45	CSF latex agglutination for bacterial pathogens	6 Hrs
	46	Fungal Culture & AST if growth is yeast	14 Days
	47	Genexpert	6 Hrs
	48	TORCH panel	24 Hrs

Note: Minimum TAT will be 6 hrs.

Annexure-A

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

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

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM 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 Council.
- 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

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Annexure-B
Tender No. Dy.Ch.E./CPD/17/TDR /AE-5 of 2022-23
Bid No.: 7200037357

(It shall be uploaded in Packet A)

Sr. No	SAC /HSN Code	Items as per Item Data	Bidder To Indicate the % of Applicable Taxes.							
			CGST		SGST		IGST		Other Taxes If Any	
			%	Amount	%	Amount	%	Amount	%	Amount

Note-1) Bidder shall submit tax structure for all items i.e. GST / CGST /SGST / IGST etc. as applicable for items in Item Data.

2) Annexure B shall be certified by Chartered Accountant.

3) **Bidders are requested not to disclose any price of Items.**