

Brihanmumbai Municipal Corporation

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



**Request for Proposal To Equip, Operate and Manage on PPP model
Cardiology Department and Cath Lab at BMC's Khan Bahadur Bhabha
Hospital, Kurla (W), Mumbai.**

Bid no.7200038506

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SECTION 1 :**E-TENDER NOTICE**

BOMBAY MUNICIPAL CORPORATION
CENTRAL PURCHASE DEPARTMENT
566, N.M. JOSHI MARG, BYCULLA (WEST) MUMBAI - 400 011.

e- PROCUREMENT TENDER NOTICE

No.CPD/OSD(PHP)./Advt./25/ Dated. 21.10.2022.

The Commissioner of BOMBAY 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 service provider's. The tender copy can be downloaded from <https://mcgm.gov.in> after the online payment of tender 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 <http://www.mcgm.gov.in> 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.	Request for Proposal to Equip, Operate and Manage Cardiology Department and Cath Lab on ppp model at BMC's Khan Bahadur Bhabha Hospital, Kurla (W),Mumbai.	10400/- of +18% GST tax (i.e. Rs. 1872/-) = Rs. 12,272/-	20,00,000.00	24/10/2022 16.00 Hrs	11/11/2022 16.00Hrs

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 03/11/2022 at 3.00 PM ,venue of the same is at Conference Hall near A.M.C.'s office, 2nd Municipal Head Office Annex Building, Municipal Sabhagruh Marg, Mumbai-400 001.

The prospective Bidder/Service providers should submit their suggestions/observations, if any, by email on mo01.cpd@mcgm.gov.in in 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 <https://mcgm.gov.in> along with this tender notice.

The information of E- Payment Gateway available on E-Tendering Website <http://mcgm.gov.in>

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. EMD to be paid via online Payment Gateway mode. The information of E Payment Gateway available on E-Tendering Website <http://mcgm.gov.in>.

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.

In case of any technical problem related to the tender document, the same can be referred to the NIC email support at eproc@nic.in or on telephone numbers 0120-4200462, 0120-4001002, 0120-4001005, 0120-627787.

**By Order of Municipal commissioner
BOMBAY MUNICIPAL CORPORATION**

**Sd/-
OSD(PHP) (C.P.D.)**

Address for Communication and Venue for opening of bid :

Office OSD(PHP)

Central Purchase Department

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

MUMBAI - 400 011.

Tel. No. 022-23083161/23007115

e-mail:- mo01.cpd@mcgm.gov.in

SECTION2 : Instructions to Vendors participating in e-Tendering.	
1.	The e-Tendering process of BMC is enabled through its https://mcgm.gov.in
2.	All the tender notices including e-Tender notices shall be published on the https://mcgm.gov.in
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' As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
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 shalling 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 (<http://BMC.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.

SRM Copy

SECTION 3: FLOW OF ACTIVITIES OF TENDER	
1.	Issue of Tender notice in the newspapers and tender notice along with tender documents on https://mcgm.gov.in
2.	Download the tender documents from the https://mcgm.gov.in after paying online requisite tender price.
3.	Pre-bid meeting, as mentioned in tender notice.
4.	Earnest Money Deposit (EMD) shall be paid on line through payment gateway on or before due date and time prescribed.
5.	Simultaneous online submission of tender documents with details as specified in the tender & proforma in Annexure shall be done by Bidder/Service provider as per the section No.-4 of this tender document.
6.	Administrative offer, i.e. Packet 'A' shall be opened online on the due date and due time as stated in the Header Data 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 & technical offers, as decided in tender committee meeting shall be opened online.
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 fifteen days from the date of receipt of Acceptance Letter by successful Bidder/Service provider for execution of written contract with payment of requisite stamp duty.
11.	Setting and running of cardiology unit described in the specifications and as per terms & conditions.

Section 4- INTRODUCTION

4.1. Background

A recent definition of **HEALTH** by World Health Organization is that man should be healthy physically, mentally, emotionally, socially and spiritually, and then only he is considered healthy.

Twentieth Century has seen great improvement in the health and well-being of the general public. This has resulted in greater life expectancy and has increased awareness for public health measures that will benefit us all.

Mumbai has already registered total population of 14 million and has alarmed every citizen and local civic body with big Question that How will they cope up with poor living condition and health problems that seem to accompany indiscriminate urbanization. It is widely felt that living conditions of Mumbai have declined because of excessive growth. Though BMC has established and is running quite a good no. of hospitals and dispensaries as an obligatory duty, these are overburdened due to the need of ever increasing population of Mumbai city.

BMC, the local Civic Body, it being an obligatory duty, have already established reputed medical hospitals all over Greater Mumbai, which are offering wide range of services including medical treatment, laboratory tests and analysis. These services have helped raise the quality of health care to every layer of society. Institutions like K.E.M. Hospital, Lokmanya Tilak Municipal Hospital at Sion, Nair Hospital, Cooper Hospital, BDBA Hospital, Seth VC Gandhi and MA Vora Rajawadi Mun.Gen. Hospital , KB Bhabha Hospital Bandra, KB Bhabha Hospital, Kurla are a few Municipal hospitals, which have very high reputation in all the segments of medical science.

There are number of hospitals in Mumbai for catering the Mumbai population. However it is seen that number of the patients requiring cardiac care has increased considerably. BMC has found it difficult to cater large number of patients requiring cardiac facilities. Hence BMC has now decided to involve private party participation for installing and running cath lab in municipal Hospitals on Public Private Partnership Basis to get treatment to cardiac patients within golden hour. The idea is to cater the growing no of patients requiring cardiac care at affordable rates.

4.2. The instant proposal consists to set and run the Cardiology department and Cath Lab on 'Public Private Partnership' basis (PPP basis) to cater the said health services to middle class/needy & poor citizens. The Bidder/Service provider shall be allowed to use the said municipal built up (area as stipulated) for a nominal lease rent of Re.1/- p.a. for 10 (Ten) years. Lease will be renewable after 5 years subject to successful performance of first 10 years. The Bidder/Service provider will be allowed to charge the patients at the rates prescribed in this bid and to give cashless services to MJPAY or PMJAY patients.

4.4. The **Concession Agreement** to be provided by the BMC during the Bidding Process shall set forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations ('the concession'). Copy of the Concession Agreement shall be provided by the BMC pursuant to this Bid.

4.5 The Service provider/Contractor shall charge patients directly as per the rates prevailing in BMC for the procedures. For MPJAY/ PMJAY patients should be given cashless services and bills as per packages of procedures contractor shall raise bills to BMC. The service provider should provide all documentary assistance for remittance of amount under MPJAY/ PMJAY to BMC and ensure that the patient is covered under MPJAY/ PMJAY prior to the procedure. MPJAY/ PMJAY payments shall be settled with service provider after receipt of payment from Govt on case to case basis.

SRM Copy

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 “Mandatory conditions”, all “Annexures” and the “Concession Agreement” very carefully, wherein the tender conditions and contract conditions are clearly mentioned.

1. **Who can quote :**

1. The Bidder/Service provider may be a single entity to implement the project. Should have a minimum experience of 10 years in Cardiology and Cardiothoracic disciplines as of operating a cardiac centre comprising of at least 2 cath labs, 1 operation theatre, 30 bedded cardiac care unit and cardiac OPD based services..
2. Bidder should have minimum experience of providing services under MPJAY or PMJAY for 5 years.

Financial Capacity: Income Tax Clearance Certificate duly certified by Chartered Accountant for past 3 (Three) financial year. Minimum average annual Turnover for the last 3 years preceding the bid due date should be minimum of INR Rs.30 crores
Minimum Solvency is Rs. **30 lacs.**
Tenderer shall produce Audited Balance Sheet and Profit and Loss Accounts for last three 3 years preceding the bid due date certified by the Auditor.

2. **Amendment to tender documents**

Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it in the news papers and/or on the portal of 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’.

3.	<p>The Bidder/Service providers are advised to physically apprise themselves with installation Conditions and working areas if required. They are advised to get sufficient acquaintance with the actual nature of installation if required, prevalent conditions and facilities available.</p> <p>It would be deemed that prior to the submission of Proposal, the Bidder/Service provider has:</p> <ul style="list-style-type: none"> a) made a complete and careful examination of requirements, and other information set forth in this RFP Document; b) received all such relevant information as it has requested from Authority; and c) made a complete and careful examination of the various aspects of the Project including but not limited to: <ul style="list-style-type: none"> (i) the Project site (ii) existing facilities and structures (iii) space availability (iv) electricity availability (v) water availability (vi) the conditions of the access roads and utilities in the vicinity of the Project Site (vii) conditions affecting transportation, access, disposal, handling and storage of the materials (viii) clearances obtained by Authority for the Project; and (ix) all other matters that might affect the Bidder/Service provider's performance under the terms of this RFP Document.
4.	<p>This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.</p>

5.	<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.</p> <p>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 BOMBAY 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/Bidder/Service providers 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 concession agreement or after its execution or during the period of subsistence thereof, including the Concession 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder/Service provider has already been issued the LOA or has entered into the Concession 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 Concessionaire, as the case may be, without the BMC being liable in any manner whatsoever to the Selected Bidder/Service provider or Concessionaire. 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 Concession Agreement, or otherwise</p>
6.	<p>Bidder/Service provider 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 due to violation of terms and conditions of the tender allotted to Bidder/Service provider which amounts to cheating /depicting of malafide intention anywhere in 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.</p> <p>A statement by the bidder disclosing material non performance or contractual non-compliance in past projects, contractual disputes and litigation / arbitration in the recent past should be declared.</p>
7.	<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>

8.	<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: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons. <u>2nd Extension</u> 2nd Extension is extension of bid submission date and time after end of the 1st Extension without changing Tender Conditions except for Bidding Schedule. 2nd Extension is provided in following cases: a.After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons <u>3rd Extension.</u> 3rd Extension is extension of bid submission date and time after end of the 2nd Extension without changing Tender Conditions except for Bidding Schedule. 3rd Extension is provided in following cases: a. After due date and time of submission of packet A of bid -if response is less than 3 bidders or any technical reasons. The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>
9.	<p><u>Tender Price</u> Tender price is mentioned in tender notice and shall not be refundable.</p>
10.	<p><u>Validity</u> Bidder/Service providers are being called upon to submit their Technical and Financial Bids (the 'Bids') in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date for submission of Bids i.e. 'Bid Due Date'.</p>
11.	<p><u>Payment of Earnest Money Deposit (E.M.D.).</u> The Bidder/Service provider shall have to pay EMD of Rs.20,00,000.00 online only. The vendors having standing deposit shall also have to pay the full EMD amount online. Link for e-payment gateway for payment of EMD shall be given in SRM.</p>
12.	<p><u>Refund of E.M.D.</u> E.M.D. of Bidder/Service provider except H1 and H2 shall be refunded after recommendation of tender committee. However 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.</p> <p style="text-align: center;">OR</p> <p>The EMD of the Bidder/Service provider who have been awarded the contract shall be refunded only after contract deposit is paid to BMC.</p> <p>In case of successful Bidder/Service providers paying 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 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.</p>

13.	<u>Acknowledging communications</u> Every communication from the OSD PHP.(C.P.D.), BOMBAY 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 M.C.G.M 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. The documents shall be self attested or attested from Gazetted officer of the State/Central Government or from the Officer of BOMBAY MUNICIPAL CORPORATION not below the rank of Assistant Engineer/Administrative Officer before scanning & uploading the same in Packet –A & B.
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.
	i) If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorised representative only.
	ii) If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.
	iii) If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
19.	<u>Name of Partners</u> 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 18 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 18 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. 18 (a) including similar action against the firms/establishments concerned.

21.	<p><u>Confidential Information</u></p> <p>The drawings, specifications, prototype, sample and such other information furnished to the Bidder/Service provider relating to the supply of equipment/plant shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are affected by the Bidder/Service providers, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the Bidder/Service provider shall continue to be the property of the BMC.</p>
22.	<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 tender documents. Such Bank account must be in any Nationalized Banks or Schedule Commercial Banks or Scheduled Co-Op. Banks or Foreign Banks in Mumbai jurisdiction. Bidder/Service provider shall fill up vendor master creation form and submit to C.A. (CPD) along with registration fee of Rs.200/- for creating Vendor's Master. They also have to submit fresh information when any subsequent change in the name of the firm and address of firm, the Bidder/Service provider/supplier must intimate such changes with relevant documents and a fee of Rs.5000/- per change as administrative charges for effecting such changes in BMC records.</p> <p><u>Jurisdiction of courts</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>

	<p>BMC has formed 'Redressal Committee' for the Redressal of grievances of Bidder/Service providers/prospective Bidder/Service providers/ related to procurement. The Bidder/Service providers/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/-. The details of 'Procurement Redressal Committee' are given in Annexure-15.</p> <p>However, Municipal Commissioner has right to reject the request of Bidder/Service provider to allow to approach for Procurement Redressal Committee.</p>
23.	<p>Payment conditions: Contractor shall charge patients directly as per the rates prevailing in BMC for the procedures. For MPJAY/ PMJAY patients should be given cashless services and bills as per packages of procedures contractor shall raise bills to BMC. The service provider should provide all documentary assistance for remittance of amount under MPJAY/ PMJAY to BMC and ensure that the patient is covered under MPJAY/ PMJAY prior to the procedure. MPJAY/ PMJAY payments shall be settled with service provider after receipt of payment from Govt on case to case basis.</p>
24.	<p>The Municipal Corporation reserves its right to inspect the existing setup of services provided by the company as and when required.</p>
25.	<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	Sr No	PACKET A Description of Document
1	<p>Solvency Certificate</p> <p>Firm/Company/ Sanstha Registration Certificates</p> <p>GST Registration Certificate as applicable. (Only for Indian Bidder/Service provider)</p> <p>Pan Card with Photograph.(Only for Indian Bidder/Service provider)</p> <p>C.A.'s certificate for turn over of the Bidder/Service provider</p> <p>Signed copy of Tender Document (Schedule of Specifications, Mandatory Conditions)</p> <p>Partnership deed</p> <p>Valid Registration Certificate under ESIC Act 1948.</p> <p>Valid Registration Certificate under EPF & M Act 1952.</p> <p>Technical brochure of proposed equipments</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p>	2	<p>Annexure - 1 Particulars about the Bidder/Service provider</p> <p>Annexure - 2 Tender form</p> <p>Annexure - 3 Undertaking to be signed by the Bidder/Service provider (Affidavit)</p> <p>Annexure - 4 Equipment Specification</p> <p>Annexure - 5 Experience / Technical capacity certificate (Proforma for Statement of experience certificate)</p> <p>Annexure -6 Power of Attorney For Signing of BID.</p> <p>Annexure -7 Concession Contract Agreement .(Separate Document)</p> <p>Annexure -8 Declaration by Contractor</p> <p>Annexure -9 Internal Grievance Redressal Mechanism</p> <p>Annexure -10 Details of Item Data</p> <p>Annexure -11 Details of CE/USFDA Certificate</p> <p>Annexure -12 Details of Staffing</p> <p>Annexure- 13 Details of Major Equipments</p> <p>Annexure- 14 Details of Specifications for Cardiovascular Digital Substraction Angiography.</p> <p>Annexure -15 Details of Services provided</p>

Installation & running Cardiac Care Centres at Municipal property (on caretaker basis) under 'Public Private Partnership'. RFP FOR CARDIOLOGY DEPARTMENT AND CATH LAB

1. INTRODUCTION

BMC wants to start cardiac wing at Khan Bahadur Bhabha KURLA Hospital with intention to provide super specialty facilities to the beneficiaries in the disciplines of Cardiology. The hospital plans to develop a Cath Lab and Cardiology centre under Public Private Partnership (PPP).

To provide Super Speciality Cardiology and Cath lab Services to beneficiaries within its own infrastructure through Public Private Partnership through Equip, Operate and Manage Model. The Private partner/Service provider shall establish a Cath lab, ICCU, with his own equipments and provide day to day cardiology & cardiothoracic services with his own consultants and skilled manpower and maintain the equipments for these services i.e Outpatient consultancy, Inpatient care, Operative, Postoperative, Intensive Care and Diagnostic Facilities (if not available in hospital) for BMC referred patients.

2. EXECUTIVE SUMMARY

1	Name of Project	Equip, Operate and Manage Cardiology Department and Cath Lab
2	Location	BMC's Khan Bahadur Bhabha Kurla Bhabha Hospital, Mumbai
	Place of Sale of Tender Enquiry Document	Online
3	Type of PPP	Equip ,Manage and Operate
4	Brief Description	Super Speciality Cardiology Centre and Cath Lab with comprehensive Cardiac services
5	Pre-Tender Meeting Date	03/11/2022
6	Present Status	Physical Infrastructure is ready .
7	Total area available For Cardiac Care centre	1221 sq ft –Cath lab,875 sq ft – 10 bed ICU ,171 sq ft for OPD.= Total 2267 Sq Ft.
8	Cardiology Department	8 beds will be allocated for cardiac ward, 4 beds in Female General Ward and 4 beds in Male General Ward. These cardiac ward patients shall be managed by Service Provider.
9	Availability of centralized oxygen supply for the unit	Centralized oxygen supply not available in the for the unit identified site, only oxygen supply available by cylinder
10	Capital Cost of Project	Cost of the Land and already constructed Building fixtures and fittings have been borne by BMC. However, if any modification and/or addition in infrastructure is required, it shall have to be done by the Service Provider at his own cost, after obtaining prior approval of BMC. The PPP Partner shall not make any additions and alterations in the premises allotted to him without obtaining No Objection Letter from the Ch .M. S.
11	Equipment and Recurring Cost	Cost of procurement of All Equipment's including accessories and running cost to be borne by Service Provider.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

A. Obligations of the BMC

1. In view to provide the freedom of work, independency, and minimum interference the Hospital authority shall only provide the Service Provider a portion of the hospital premises as is where is basis, as mentioned above along with already installed fixtures, fittings, electricity and water supply. (Site can be visited and inspected before submitting tender, with prior appointment with Ch MS/EHO etc.)
2. BMC shall make available a built up area for setting up of the said unit. The said premises shall be handed over to the Bidder/Service provider for a period of 15 years only on care taker basis, renewable after every 10 years. The Bidder/Service provider shall note that the premises including the structure is the property of BMC and no any claim, charge, lien, etc. be created for the said premises. On expiry of lease period or on event of cancellation of lease, the said premises shall be handed over to BMC.
3. The Hospital shall provide physical infrastructure on **as is where basis for the specified area** . (It shall be listed at the time of signing of contract)
4. No new medical, non-medical, civil or electrical or any other service shall be procured or job shall be taken up by the Hospital for the area allocated to the Service Provider. Service Provider shall make his own arrangement for all requirements at his own cost.
5. The dean/Medical Superintendent of The BMC Hospital shall nominate a Liaison Officer to coordinate with the Service Provider.
6. Payment of property taxes, rent, rates, cesses and any other property related payments.
7. Telephone connections, Services of CSSD, Laundry, Laboratory Services, Blood Bank (if available), Radiology, MRD, CT/MRI, Bio-medical Waste Disposal, Kitchen services, Ambulance, etc.
8. Use of mortuary and related services. Provision of housekeeping services, Use of Casualty and emergency facilities for cardiac patients (whatever available).

B. Responsibility of the Service Provider.

1. The Bidder/Service provider shall establish a Cardiac Care unit and associated services/ facilities and provide work force and material to operate it at his own cost. This shall be in the specified space in the Hospital building, which shall be provided by the BMC Hospital. The Bidder/Service provider shall set up Cardiac Care equipments as per specifications of BMC in the said unit and provide all the required facilities such as manpower, setting up a A.C. plant, generator, electrification, medical gas pipeline, hospital furniture, required machinery etc.

2. The Bidder/Service provider/ Service Provider shall confirm the norms as applicable to acute Cardiac Care service etc.
3. The Bidder/Service provider/ Service Provider shall visit the site, get well acquainted and have full knowledge of the premises allotted to them, they shall also certify that they are acquainted with the side conditions.
4. The Successful service provider shall submit the drawing to Director (M.E.&M.H.)/Dean/Ch.M.S. and H.O.D. or Ex. Health Officer showing arrangement of Cardiac Care units/ furniture/patient's beds/interior work and obtained the approvals of the concerned departments. Of BMC. The Successful Bidder/Service provider may appoint expert consultants or in other field if he so desires, at his own cost for supervising the entire centre during installation & operation.
5. Successful Bidder/Service provider shall take over the possession of the said structure on the basis of "as is where is", within 7 days from the date of execution of the Agreement.
6. The Successful Bidder/Service provider shall be responsible for the observance of all rules and regulations laid down or as may be laid down hereafter from time to time by the Municipal Commissioner and Govt. of Maharashtra in this behalf.
7. BMC reserves the right to carry out or permit to carry out the work of any other facilities near any or all sections of the centre at any time during the period of installation & operation and maintenance of the facility by the Successful Bidder/Service provider. The Successful Bidder/Service provider/service provide shall permit access to such facility / works without any claim for damages, compensation, time delay, etc.
8. The Successful Bidder/Service provider shall execute an agreement in the prescribed proforma with the Municipal Commissioner agreeing to the various terms and conditions of the contract. The cost of preparation of lease document and any other legal charges/registration shall be borne by the Successful Bidder/Service provider/Successful Bidder/Service provider.
9. The Successful Bidder/Service provider shall not create any charges, debt, lien or mortgage of whatsoever nature on the Municipal structure.
10. The Successful Bidder/Service provider shall give priority to Municipal referred patients for the treatment of Cardiac Care . This is a mandatory condition of the tender. The BMC shall have right to refer a patient for Cardiac Care.
11. The Service Provider is expected to provide round o clock Cardiac Care Services and other associated services with qualified consultants and all required skilled work force. The Successful Bidder/Service provider may run the centre on longer time on prior permission from the concerned Dean/Medical Superintendent / Chief Medical Officer of the Hospital.
12. The Centre shall be opened to patients belonging to all religions, casts & communities. Also the same shall be opened for inspection to the Committee appointed by BMC at any time.

13. If the Municipal rates for treatment of Cardiac Care patients are changed or revised in future, then the same for the Bidder/Service provider shall be considered with respect to that revised Municipal rate from the date of enforcement as declared by BMC.
14. The performance audit in respect of the said Centre shall be monitored by the Committee appointed by BMC for every 6months.
15. The Bidder/Service provider is required to obtain all the permissions required to run the Centre from various authorities i.e. State Govt., Central Govt. and other Semi-Govt. Agencies at their own cost.
16. The said Centre shall be only used for the purpose of treating the patients of Cardiac Care. In case of any default of the same, BMC shall take action, as deemed fit. Also the Bidder/Service provider shall provide minimum pathological facility required for Cardiac Care patients only that shall be treated for Cardiac Care in this centre. In any case the said facility shall not be used for treating other patients.
17. The responsibility of providing security to the Centre shall be towards that Bidder/Service provider.
18. The Bidder/Service provider/ Service Provider shall install his own furniture, machinery and surgical instruments, equipments required for conducting the Cardiac Care Centre. The Bidder/Service provider/ Service Provider, however, shall not make any permanent fittings in the premises without seeking prior written approval from the authorized officer of the BMC.
19. All the issues related to consumer protection act/ medico legal claims, litigations etc. shall be handled by the Bidder/Service provider/ Service Provider and in no way the BMC shall be held responsible.
20. The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/Service provider/ Service Provider.
21. The Bidder/Service provider/ Service Provider on expiry of the period of permission or on earlier revocation/ termination thereof shall at his own cost remove all articles and things belonging to him from the said premises, failing which the same shall be removed by the BMC at the cost of the Bidder/Service provider/ Service Provider.
22. The Bidder/Service provider shall not sublet the said Centre to any other Bidder/Service provider. In case if the said condition is violated, then permission shall automatically stands cancelled and the BMC shall take possession of the said structures/centre and any materials, Cardiac Care Units, plants, equipments, stores, etc.
23. It is expected that the Bidder/Service provider shall appoint qualified Doctors/Medical Professionals, Nurses, etc. to run the said Centre.
24. The Bidder/Service provider shall install the Cardiac Care equipment's of approved make. Also the Bidder/Service provider shall install generator at it's own cost for supply of power in case of

- power failure by MSEB/BSES or other supplying authority. The partner shall provide the backup power requirements for 90 minutes to the machines to have uninterrupted Cardiac Care.
25. The Bidder/Service provider shall allow the entry and inspection of the Centre to the concerned BMC Officers and staff and shall co-operate during the said visit.
 26. The Bidder/Service provider shall keep the Centre premises in neat & tidy condition and also provide toilet facility in the centre for patients. Any waste arising at the centre including medical waste, garbage due to day to day operation of centre shall be removed by the Successful Bidder/Service provider on daily basis. In any case the said waste shall not be stacked in the premises. The Bidder/Service provider shall adhere to norms, rules to biomedical waste disposal and it shall be entirely the responsibility of the Bidder/Service provider for disposal of the biomedical waste.
 27. That a board in Marathi & English shall be displayed at a prominent place at the centre that this Cardiac Care centre is being run by Successful Bidder/Service provider/ Charitable Organization on P.P.P. model with BMC
 28. The Service Provider shall honour the referral letter issued by The BMC hospital.
 29. In case of emergency Cardiac Care services to be given to the patients. No patients should be denied from the Cardiac Care services. The Bidder/Service provider / Service Provider shall not refuse the patients referred by BMC.
 30. The A.C. machines, generator installed at the centre shall be of approved brand.
 31. The Successful Bidder/Service provider shall install electric gadgets such as tubes, bulbs, fans, exhaust fans of approved brand for lighting & ventilation arrangements of the centre.
 32. The Successful Bidder/Service provider shall have a tie up with Incentive Care Unit & Ambulance service in the vicinity, so as to admit the patients in case of emergency observed at the centre. In that case, the responsibility shall lie with the Successful Bidder/Service provider and in no way BMC shall be held responsible.
 33. The Successful Bidder/Service provider shall not carry out any structural changes in the said built up structure.
 34. The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/Service provider/ Service Provider.
 35. Required Laboratory Services shall have to be provided by the Successful Bidder/Service provider.
 36. The Bidder/Service provider/ Service Provider shall be annually analyzed and shall be entitled for action, for violations terms and conditions of the Agreement.
 37. The Bidder/Service provider/ Service Provider shall not to assign, transfer, sublet Agreement, rent or part with the possession of the said premises or any part thereof.
 38. In case the Bidder/Service provider/ Service Provider is unable to conduct and provide services as agreed in the Agreement in the premises allotted to them, the Bidder/Service provider/ Service

Provider shall not be eligible or entitled for compensation of any sort nor refund of a onetime premium from the Bidder/Service provider/ Service Provider.

39. In case of any reason the Bidder/Service provider/ Service Provider is not able to run the said project then the said premises cannot be transferred to any other organization. But it is mandatory to the Bidder/Service provider/ Service Provider to return the same to the BMC.
40. If the Bidder/Service provider/ Service Provider breach the terms & conditions of said Agreement or is unable to run the project in appropriate manner and even after on being informed about the remedial measures does not carry out such measure and as a result contract related to the project gets cancel then the said Agreement shall be stands cancelled and the said premises shall vest in the BMC.
41. The BMC shall in no way be responsible or liable for any damage, loss or injury caused to the property, person or persons of the Bidder/Service provider/ Service Provider or their servants from any causes whatsoever, at any time.
42. The Bidder/Service provider/ Service Provider shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to the property of the BMC or to any person or persons including any third party while carrying on project and other works pertaining to the project all such damages, injury or loss to life or property shall be made good and/ or as the case may be shall be paid immediately by the Bidder/Service provider/ Service Provider to the satisfaction in all respect of the BMC or any other competent a authority.
43. The Bidder/Service provider/ Service Provider hereby agrees that the ownership of the said premises shall be absolutely of the BMC and because of that the Bidder/Service provider/ Service Provider, its representative and employees shall not claim any ownership right, letter of right or interest in the said premises.
44. In the event Bidder/Service provider/ Service Provider committing breach of any of the terms and conditions of the Agreement including misuse by carrying out activities without prior permission of BMC, the Municipal Commissioner shall give notice to the Bidder/Service provider/ Service Provider prescribing the time limit to rectify such breaches. If the Bidder/Service provider/ Service Provider fails to comply with the said requisitions, the Municipal Commissioner shall be at liberty to revoke the Agreement and the Bidder/Service provider/ Service Provider shall hand over the peaceful possession of the structure to BMC, without claiming damages/ compensation from BMC. The BMC may thereafter utilize the amenities as deemed fit and the one time non refundable premium paid by Bidder/Service provider/ Service Provider shall be forfeited.

45. Ancillary equipments- **The service provider** shall provide and maintain all ancillary equipments like the Weighing scale, BP apparatus, Stethoscopes, Ph meter, TDS meter, hospital furniture etc. required for proper **operation of the system**. **The service provider** shall provide facilities for the disposable, equipments and patient belongings as per the standard requirements of Cardiac Care procedure

C. Manpower

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

D. Records

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

E.Maintenance

1. The service provider and the equipment manufacturer need to produce a defined maintenance contract document at the time of contract award

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

I. Personnel/ Employees

Personnel/ employees assigned by the Bidder/Service provider/ Service Provider to perform the project shall be employees of the Bidder/Service provider/ Service Provider, under no circumstances shall such personnel be considered as employees of the BMC. The Bidder/Service provider/ Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The BMC shall not be responsible for the above issues concerning to personnel of the Bidder/Service provider/ Service Provider

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

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

- (a) Does not complete the work as per the programme approved by the BMC **or**
- (b) Commits default in complying with any of the terms and conditions of agreement and does not enter into the agreement within 3 months from the receipt of letter of Intent **or** defaults in complying with any of the terms & conditions enumerated in the agreement.
- (c) Being an individual or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or may suffer any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force.
- (d) assigns, transfer, sublets (engagement of labour on a piecework basis or labour with materials not to be incorporated in the work shall not be deemed to be subletting) or

attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Municipal Commissioner, The Municipal Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written notice, cancel the contract as a whole or only such items of work in default from the contract.

SRM Copy

ANNEXURE -1

**Tender No.OSD (PHP)/CPD/25
Bid No.:7200038506**

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/Proprietorship Firm /NGO /Trust/Others (specify):
3. **Nature of Business/Activities of the Applicant :**
 - a.
 - b.
 - c.
 - d.
3. Names and addresses of all the partners.
5. e-mail address of the firm
6. Total annual turnover in the last Financial Year of Bidder/Service provider.
7. Is the Bidder/Service provider registered under the Indian Companies Act-1 of 1956 or any other Act, in force?
 - a. If so, furnish photo state copy of Certificate of Registration.
 - b. In case of Limited Companies furnish a copy of the memorandum of Articles of Association.
 - c. In case of Proprietorship / Partnership firms, name of proprietors / Directors with address. (Two in order of % of shares).
 - d. Ownership status of the Firm. (Maharashtra Govt./ Other state Govt./ Central Govt./ Joint Sector / Co-Operative / B.S.I. / Private / Foreign Company)
- 8..Whether Bidder/Service provider is private hospital/service provider/ Manufacturer of Cardiac Care equipment (State your category)
- 9.Name and post of the Officer / Address, Phone Number who should be contacted by this office in case of emergency.-
10. Number of years of experience in Health Care:
11. Name and Address of the Hospital/Nursing Home/Diagnostic center:
(If the name/address is different than that of the Organization as stated under 1 above)
12. Year of Incorporation of the Hospital /Nursing Home / Diagnostic Centre:
- 13.Services/Facilities provided in-house.

14. Annual turnover of the Organization for the last two financial years

15. Information to be submitted only if the application is submitted for Cardiac Care services for the hospital as specified above :

- a. Year of introduction of the Cardiac Care Services
- b. Number of Cardiac Care Machines currently in use:
- c. Make and model of the machine last procured

17.

Services	2013 Year / month	2014Year / month	2015Year / month	2016 Year / month	2017 Year / month
Number of patients on Cardiac Care					
(inclusive of all types of Cardiac Care Avg Per Month)	2022 Year / month	2021Year / month	2020 Year / month	2019 Year / month	2018 Year / month

18. Is the Organization at present engaged as a referral center for Cardiac Care 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:

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

20. 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.OSD (PHP)/CPD/25
Bid No.:7200038506**

**Tender Form
(To be uploaded in PACKET A)**

To,

The Municipal Commissioner
BOMBAY MUNICIPAL CORPORATION

Sir,

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

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

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

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for 20,00,000.00 INR and we are aware that this EMD shall not bear any interest till it is with BMC.

4. I / We also agree to keep this e-tender open for acceptance for a period of **180 days** from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

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

6. I / we have offered our 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.

.....
.....

A/c. No.....

Name of the Bank.....

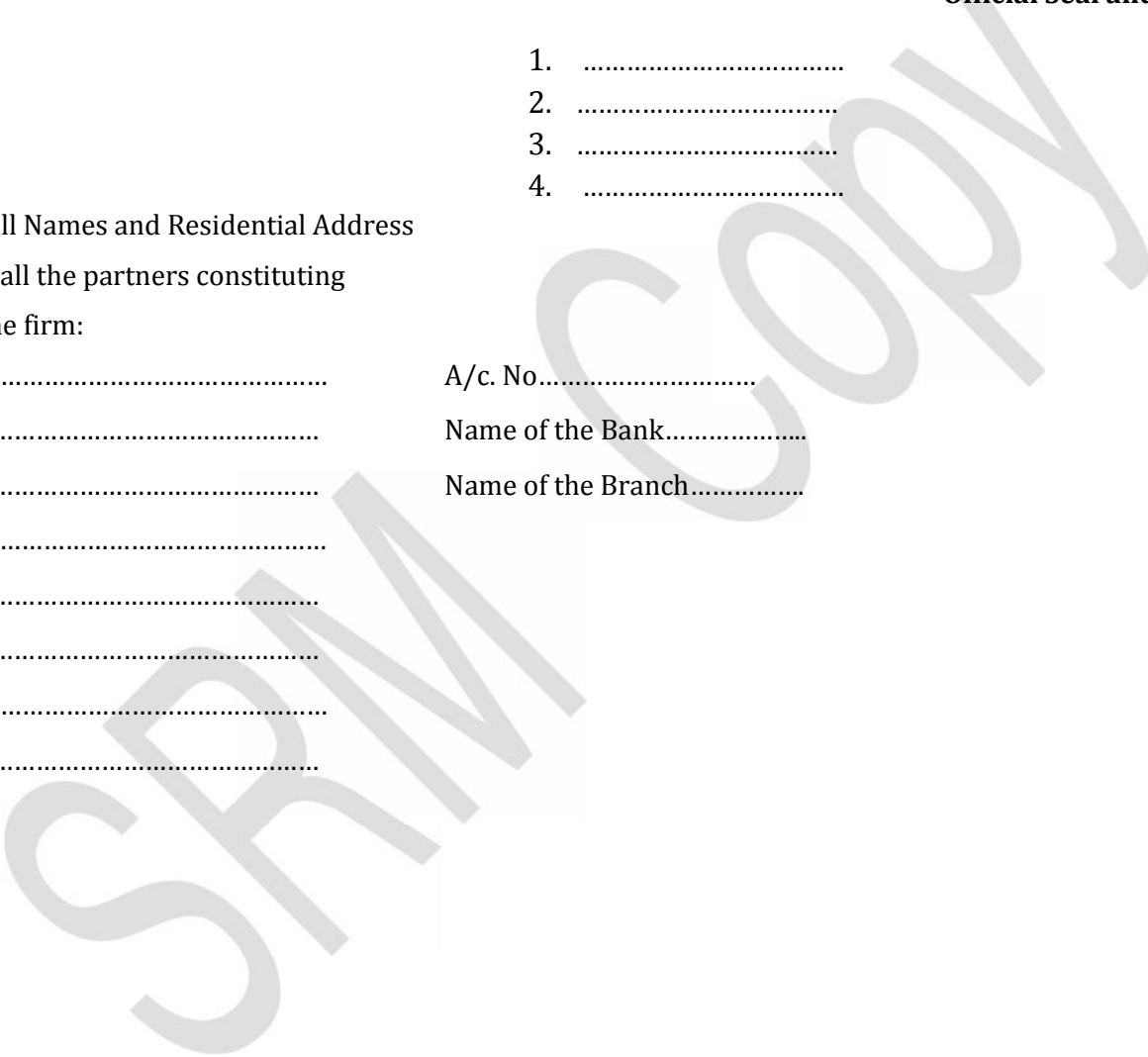
Name of the Branch.....

2.

.....
.....

3.

.....



Annexure - 3
Tender No.OSD (PHP)/CPD/25
Bid No.:7200038506

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
BOMBAY 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 BOMBAY MUNICIPAL CORPORATION 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 supply and abide them throughout the period of contract.
8. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC shall not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
9. I / We shall not sublet the work to any agency without prior approval of the BMC.
10. I / We understand and accept that our e-tender/contract is liable for rejection/termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
 - a) I / We fail to keep the e-tender open as aforesaid,
 - b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c) I / We do not commence the supply on or before the date specified by officer/ engineer in his work order/indent.
 - d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
11. I/We..... hereby further state and declare that I/We are
 - not declared insolvent any time in the past.
 - not debarred/ black listed by either 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:
 - a) I/We have examined and have no reservations to the BID document, including any Addendum issued by the BMC
 - b) I/We do not have any conflict of interest in accordance with clause conflict of interest clause
 - c) 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
 - d) 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.
- e) 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.
- f) 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.
- ~~g) 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.~~
- h) 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) 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.
- j) 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.
- k) 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.
- ~~l) I/We acknowledge and undertake that our Consortium was qualified and allowed to participate in the Bidding Process on the basis of Technical Capacity and Financial Capacity of those of its Members who shall throughout the Concession Period, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and the Lead Member shall, hold equity share capital not less than (i) 26 (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and 5% (five per cent) of the Total Project Cost specified in the Concession Agreement ; (only applicable if the consortium intends to form an SPV or forms an SPV). We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligation contained in the Concession Agreement in respect of Change in Ownership; (only applicable if the consortium intends to form an SPV or forms an SPV).~~

- m) ~~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 Concession 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 Concession Agreement shall be liable to be terminated without the BMC being liable to us in any manner whatsoever.~~
- n) ~~The Statement of Legal Capacity as per format provided at Annex IV in Appendix I of the BID document, 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 at Appendix II and III respectively of the BID, are also enclosed.~~
- o) ~~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 Concession 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 concession agreement shall be accordingly signed.~~
- p) ~~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.~~
- q) ~~In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Concession 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.~~
- r) ~~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 Concession 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 Concession.~~

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

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)

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 -04
Tender NoOSD (PHP)/CPD/25
Bid No.:7200038506

(To be uploaded in Packet B)
EQUIPMENT SPECIFICATION

Tenderer should submit information in the following proforma

Equipment Name	Name of Manufacturer (Enclose original supporting documents)	CE and USFDA Certification Details.
Monitor with all accessories (ECG, SP02, temperature , NIBP, ABP mode)	MAKE: MODEL:	
Syringe pumps	MAKE: MODEL:	
Infusion pumps	MAKE: MODEL:	
Ventilator	MAKE: MODEL:	
ECG Machine		
Temporary pacemaker		
IABP Machine		
Wall oxygen flow meter		
Wall suction unit		
Crash cart trolley		
Defibrillators with pacing mode		
Central monitor		
Haemodialysis unit (Preferable)		
Cath Lab Console with all accessories (monitor, table, Carm)		
Syringe pumps		

Infusion pumps		
Ventilator		
ECG Machine		
Dual Chamber Pace Maker		
IABP Machine		
Wall oxygen flow meter		
Crash cart trolley		
Defibrillators with pacing mode		
EP unit		
Cardiac Monitor with all accessories		
Syringe pumps		
Infusion pumps		
ECG Machine		
Wall suction unit		
Wall oxygen flow meter		
Crash cart trolley		
Defibrillators with pacing mode		

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

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

Full Signature of the tenderer with
Official Seal & Address

ANNEXURE -05

**Tender No OSD (PHP)/CPD/25
Bid No.:7200038506**

(To be uploaded in Packet B)

EXPERIENCE/TECHNICAL CAPACITY CERTIFICATE

Technical Capacity of the Bidder

Category I: Cardiac Cares Operator/ Hospital .

I/We have An experience of minimum 10 years for running centre for operating a cardiac centre comprising of at least 2 cath labs, 1 operation theatre, 30 bedded cardiac care unit and cardiac OPD based services as below:

Sr. No.	Name of the Hospital	Duration of Services	No. of Cath Labs	No. of OT	No. of beds for cardiac care unit

Bidder should have minimum experience of providing services under MPJAY or PMJAY for 5 years.

Sr. No.	Name of the Hospital having MPJAY/PMJAY	Duration of Services	No. of Procedures

For.....

(Signature, Name, Designation and Address)

Note:

In support of the above experience, Applicant should provide certificate(s) from its statutory auditor stating the above experience.

ANNEXURE -06

**Tender NoOSD (PHP)/CPD/25
Bid No.:7200038506**

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 Concession 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 Concession 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, 2010.

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 Apostille certificate.

Annexure - 07

**Articles of Agreement'/Memorandum of Understanding
Tender No. OSD(PHP)/ CPD /25
Bid No. -----**

Pro-forma of 'Articles of Agreement'/Memorandum of Understanding for the purchase of service at the
..... M.C.G.M. Hospital.

Quotation / Tender due on _____

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

Contract for Supply / work of : _____

Case No. _____ of _____

During the period from _____ to _____

THIS AGREEMENT MADE ON THIS _____ Day of _____

Two Thousand _____ Between _____

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

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

WHEREAS the Brihanmumbai Municipal Commissioner 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
(P.H.)/(CPD)

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

AND WHEREAS the contractor/s has/have submitted Tender for the Supply of the Equipment and / or work
thereof and his / their said Tender was accepted by the Dy. Municipal Commissioner (CPD)/(P.H.) 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 (CPD)/(P.H.) 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 (CPD)/(P.H.)/Ch.M.S.
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 Supply / 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 of Rs..... & same will be retain upto completion of contract period.

3.Responsibility of the Service Provider.

- a) The Bidder/Service provider shall establish a Cardiac Care unit and associated services/ facilities and provide work force and material to operate it at his own cost. This shall be in the specified space in the Hospital building, which shall be provided by the BMC Hospital. The Bidder/Service provider shall set up Cardiac Care equipments as per specifications of BMC in the said unit and provide all the required facilities such as manpower, setting up a A.C. plant, generator, electrification, medical gas pipeline, hospital furniture, required machinery etc.
- b) The Bidder/Service provider/ Service Provider shall confirm the norms as applicable to start Cardiac Care service etc.
- c) The Bidder/Service provider/ Service Provider shall visit the site, get well acquainted and have full knowledge of the premises allotted to them, they shall also certify that they are acquainted with the side conditions.
- d) The Successful service provider shall submit the drawing to Director (M.E.&M.H.)/Dean/Ch.M.S. and H.O.D. or Ex. Health Officer showing arrangement of Cardiac Care units/ furniture/patient's beds/interior work and obtained the approvals of the concerned departments. Of BMC. The Successful Bidder/Service provider may appoint expert consultants or in other field if he so desires, at his own cost for supervising the entire center during installation & operation.
- e) Successful Bidder/Service provider shall take over the possession of the said structure on the basis of "as is where is", within 7 days from the date of execution of the Agreement.
- f) The Successful Bidder/Service provider shall be responsible for the observance of all rules and regulations laid down or as may be laid down hereafter from time to time by the Municipal Commissioner and Govt. of Maharashtra in this behalf.
- g) BMC reserves the right to carry out or permit to carry out the work of any other facilities near any or all sections of the centre at any time during the period of installation & operation and maintenance of the facility by the Successful Bidder/Service provider. The Successful Bidder/Service provider/service provide shall permit access to such facility / works without any claim for damages, compensation, time delay, etc.
- h) The Successful Bidder/Service provider shall execute an agreement in the prescribed pro forma with the Municipal Commissioner agreeing to the various terms and conditions of the contract. The cost of preparation of lease document and any other legal charges/registration shall be borne by the Successful Bidder/Service provider/Successful Bidder/Service provider.
- i) The Successful Bidder/Service provider shall not create any charges, debt, lien or mortgage of whatsoever nature on the Municipal structure.
- j) The Successful Bidder/Service provider shall give priority to Municipal referred patients for the treatment of Cardiac Care . This is a mandatory condition of the tender. The BMC shall have right to refer a patient for Cardiac Care.
- k) The Service Provider is expected to provide round o clock Cardiac Care Services and other associated services with qualified consultants and all required skilled work force. The Successful Bidder/Service provider may run the centre on longer time on prior permission from the concerned Dean/Medical Superintendent / Chief Medical Officer of the Hospital.

- l) The Centre shall be opened to patients belonging to all religions, casts & communities. Also the same shall be opened for inspection to the Committee appointed by BMC at any time.
- m) If the Municipal rates for treatment of Cardiac Care patients are changed or revised in future, then the same for the Bidder/Service provider shall be considered with respect to that revised Municipal rate from the date of enforcement as declared by BMC.
- n) The performance audit in respect of the said Centre shall be monitored by the Committee appointed by BMC for every 6months.
- o) The Bidder/Service provider is required to obtain all the permissions required to run the Centre from various authorities i.e. State Govt., Central Govt. and other Semi-Govt. Agencies at their own cost.
- p) The said Centre shall be only used for the purpose of treating the patients of Cardiac Care. In case of any default of the same, BMC shall take action, as deemed fit. Also the Bidder/Service provider shall provide minimum pathological facility required for Cardiac Care patients only that shall be treated for Cardiac Care in this centre. In any case the said facility shall not be used for treating other patients.
- q) The responsibility of providing security to the Centre shall be towards that Bidder/Service provider.
- r) The Bidder/Service provider/ Service Provider shall install his own furniture, machinery and surgical instruments, equipments required for conducting the Cardiac Care Centre. The Bidder/Service provider/ Service Provider, however, shall not make any permanent fittings in the premises without seeking prior written approval from the authorized officer of the BMC.
- s) All the issues related to consumer protection act/ medico legal claims, litigations etc. shall be handled by the Bidder/Service provider/ Service Provider and in no way the BMC shall be held responsible.
- t) The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/Service provider/ Service Provider.
- u) The Bidder/Service provider/ Service Provider on expiry of the period of permission or on earlier revocation/ termination thereof shall at his own cost remove all articles and things belonging to him from the said premises, failing which the same shall be removed by the BMC at the cost of the Bidder/Service provider/ Service Provider.
- v) The Bidder/Service provider shall not sublet the said Centre to any other Bidder/Service provider. In case if the said condition is violated, then permission shall automatically stands cancelled and the BMC shall take possession of the said structures/centre and any materials, Cardiac Care Units, plants, equipments, stores, etc.
- w) It is expected that the Bidder/Service provider shall appoint qualified Doctors/Medical Professionals, Nurses, etc. to run the said Centre.
- x) The Bidder/Service provider shall install the Cardiac Care equipment's of approved make. Also the Bidder/Service provider shall install generator at it's own cost for supply of power in case of power failure by MSEB/BSES or other supplying authority. The generator shall provide the backup power requirements for 90 minutes to the machines to have uninterrupted Cardiac Care.
- y) The Bidder/Service provider shall allow the entry and inspection of the Centre to the concerned BMC Officers and staff and shall co-operate during the said visit.
- z) The Bidder/Service provider shall keep the Centre premises in neat & tidy condition and also provide toilet facility in the centre for patients. Any waste arising at the centre including medical waste, garbage due to day to day operation of centre shall be removed by the Successful Bidder/Service provider on daily basis. In any case the said waste shall not be stacked in the premises. The Bidder/Service provider shall adhere to norms, rules to biomedical waste disposal and it shall be entirely the responsibility of the Bidder/Service provider for disposal of the biomedical waste.
- aa) That a board in Marathi & English shall be displayed at a prominent place at the centre that this Cardiac Care centre is being run by Successful Bidder/Service provider/ Charitable Organization on P.P.P. model with BMC
- bb) The Service Provider shall honour the referral letter issued by The BMC hospital.
- cc) In case of emergency Cardiac Care services to be given to the patients. No patients should be denied from the Cardiac Care services. The Bidder/Service provider / Service Provider shall not refuse the patients referred by BMC.
- dd) The A.C. machines, generator installed at the centre shall be of approved brand.
- ee) The Successful Bidder/Service provider shall install electric gadgets such as tubes, bulbs, fans, exhaust fans of approved brand for lighting & ventilation arrangements of the centre.
- ff) The Successful Bidder/Service provider shall have a tie up with Incentive Care Unit & Ambulance service in the vicinity, so as to admit the patients in case of emergency observed at the centre. In that

- case, the responsibility shall lie with the Successful Bidder/Service provider and in no way BMC shall be held responsible.
- gg) The Successful Bidder/Service provider shall not carry out any structural changes in the said built up structure.
- hh) The BMC shall not stand as guarantor for repayment of loans secured by the Bidder/Service provider/ Service Provider.
- ii) Required Laboratory Services shall have to be provided by the Successful Bidder/Service provider.
- jj) The Bidder/Service provider/ Service Provider shall be annually analyzed and shall be entitled for action, for violations terms and conditions of the Agreement.
- kk) The Bidder/Service provider/ Service Provider shall not to assign, transfer, sublet, Agreement, rent or part with the possession of the said premises or any part thereof.
- ll) In case the Bidder/Service provider/ Service Provider is unable to conduct and provide services as agreed in the Agreement in the premises allotted to them, the Bidder/Service provider/ Service Provider shall not be eligible or entitled for compensation of any sort nor refund of a onetime premium from the Bidder/Service provider/ Service Provider.
- mm) In case of any reason the Bidder/Service provider/ Service Provider is not able to run the said project then the said premises cannot be transferred to any other organization. But it is mandatory to the Bidder/Service provider/ Service Provider to return the same to the BMC.
- nn) If the Bidder/Service provider/ Service Provider breach the terms & conditions of said Agreement or is unable to run the project in appropriate manner and even after on being informed about the remedial measures does not carry out such measure and as a result contract related to the project gets cancel then the said Agreement shall be stands cancelled and the said premises shall vest in the BMC.
- oo) The BMC shall in no way be responsible or liable for any damage, loss or injury caused to the property, person or persons of the Bidder/Service provider/ Service Provider or their servants from any causes whatsoever, at any time.
- pp) The Bidder/Service provider/ Service Provider shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to the property of the BMC or to any person or persons including any third party while carrying on project and other works pertaining to the project all such damages, injury or loss to life or property shall be made good and/ or as the case may be shall be paid immediately by the Bidder/Service provider/ Service Provider to the satisfaction in all respect of the BMC or any other competent a authority.
- qq) The Bidder/Service provider/ Service Provider hereby agrees that the ownership of the said premises shall be absolutely of the BMC and because of that the Bidder/Service provider/ Service Provider, its representative and employees shall not claim any ownership right, letter of right or interest in the said premises.
- rr) In the event Bidder/Service provider/ Service Provider commit breach of any of the terms and conditions of the Agreement including misuse by carrying out activities without prior permission of BMC, the Municipal Commissioner shall give notice to the Bidder/Service provider/ Service Provider prescribing the time limit to rectify such breaches. If the Bidder/Service provider/ Service Provider fails to comply with the said requisitions, the Municipal Commissioner shall be at liberty to revoke the Agreement and the Bidder/Service provider/ Service Provider shall hand over the peaceful possession of the structure to BMC, without claiming damages/ compensation from BMC. The BMC may thereafter utilize the amenities as deemed fit and the one time non refundable premium paid by Bidder/Service provider/ Service Provider shall be forfeited.
- ss) Ancillary equipments- **The service provider** shall provide and maintain all ancillary equipments like the Weighing scale, BP apparatus, Stethoscopes, Ph meter, TDS meter, hospital furniture etc. required for proper operation of the system. **The service provider** shall provide facilities for the disposable, equipments and patient belongings as per the standard requirements of Cardiac Care procedure
- tt)
- uu) 4.Manpower

- vv) The service provider shall provide a list of manpower already under employment during the bidding stage
- ww) The centre to be staffed within the operation commencement time frame assured to the BMC, failing which the service provider has to pay liquidated damages as mentioned in the tender.
- xx) The service provider shall employ manpower as agreed with the BMC.
- yy) The service provider shall frame effective human resource policies for the training and retaining manpower at the centre, there shall be defined plans for replacement of trained manpower.
- zz) The centre shall not be deficit of the number of employees agreed for not more than one week at a stretch
- aaa) Should employees go on leave, fall sick or leave the organization the service provider has to ensure the replacement within a week
- bbb) The service provider shall adequately train its manpower annually
- ccc) All new recruits by the service provider shall be trained by the service provider for a period agreed with the government in an established set up
- ddd) The salary of the Technicians, Nurses, Doctors and the staff required at the Centre shall have to be borne by the Bidder/Service provider.
- eee) The BMC shall not bear any cost towards the establishment of the said staff and the employees at the Centre shall not get benefits of Municipal Service Regulations (MSR).
- fff) The Successful Bidder/Service provider shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.
- ggg) The Successful Bidder/Service provider shall insure all his plants, machinery, workmen, labour, staff and consultants engaged for any work including supervisory staff on the centre during installation & running of centre.

5. Penalty

- a) Maximum time expected to complete and start the functioning of Centre is **6 months from the date of award** of the contract. After the expiry of **6 months** Rs. 5000/ per week shall be recovered as the penalty for delay of the project for next 3 months. When the delay is not a full week or in multiple of a week but involves a fraction of week, compensation payable for that fraction shall be proportionate to the number of days involved. After 3 months of penalty period the deposited performance security may be forfeited and contract may be given to the next Bidder/Service provider or re-tender may be done.
- b) The Additional Municipal Commissioner in charge of Health having satisfied himself that the delay has occurred because of the circumstances beyond the control of the Successful Bidder/Service provider, may grant suitable extension to the completion period without imposing the penalty subject to submission of specific request from the Successful Bidder/Service provider provided that the Successful Bidder/Service provider agrees not claim any compensation for the same. The decision of the Additional Municipal Commissioner in charge of Health shall in this respect be final & binding.
- c) The Successful Bidder/Service provider shall not abandon or discontinue to run the Cardiac Care Centre and shall install and run the centre. In case the said installation is abandoned and/or discontinue to run the centre at any point of time during the lease period, the Additional Municipal Commissioner in charge of Health shall give one month's notice calling upon them to start/continue running the centre and if the Successful Bidder/Service provider fails to recommence the running of centre within the stipulated period mentioned in the notice, partly installed centre/or completed centre shall vest in the BOMBAY MUNICIPAL CORPORATION and BOMBAY MUNICIPAL CORPORATION shall not be liable to pay any damages or compensation to the Successful Bidder/Service provider and the BOMBAY MUNICIPAL CORPORATION shall fully be at liberty to complete and make use of the centre in a manner as deemed fit in public interest at the risk and cost of the Successful Bidder/Service provider and this shall be without prejudice to and in addition to such other actions as may be considered necessary by BOMBAY MUNICIPAL CORPORATION
- d) The installation & running of Cardiac Care Centre shall be strictly as per specifications of BMC. If during installation & running of Cardiac Care Centre, if it is found to Committee appointed by BMC that the performance of the centre is unsatisfactory, the Additional Municipal Commissioner in charge of Health or his authorized representatives shall be entitled to take action after giving the Successful Bidder/Service provider 1 month's notice in writing. The Successful Bidder/Service provider shall have no claim for compensation for any loss sustained by him owing to such an action.
- e) In the event of breach of any of the terms and conditions of this agreement by the Successful

Bidder/Service provider the Additional Municipal Commissioner in charge of Health or any other officer appointed on his/her behalf shall give one month's notice to the Successful Bidder/Service provider to rectify the breach/breaches. Failure on the part of the Successful Bidder/Service provider to rectify the breach within this month's period shall cause the Additional Municipal Commissioner in charge of Health to terminate the agreement between the Successful Bidder/Service provider and the BMC

- f) In case of any disputes the matter should be referred to the concerned department of BMC namely Director (M.E.&M.H.) then to Additional Municipal Commissioner in charge of Health and if not satisfied by the decision of Additional Municipal Commissioner in charge of Health, the appeal can be made before the Municipal Commissioner, Commissioner's decision shall be final.
- g) In case of any doubt regarding the interpretation of any of the Terms and Conditions etc. of this scheme, the Commissioner's decision shall be final and binding.
- h) In case the payment of annual premium is delayed by the agency beyond the due date the premium amount will be recovered along with 18% interest per annum for the delayed period.
- i) Penalty for Bidder/Service provider's default in charging excess amount from the patients: In case the agency is found charging excess rate then the stipulated rates, then a penalty of 10 times of the amount of difference in the rate charged and the BMC Rate will be recovered from the agency. Further occurrence of more than three times such event, the agency will be liable for termination of the contract. The minimum equipment/ services uptimes shall be 95% for the entire year. The concessionaire shall notify the hospital and BMC about any downtime promptly and any unavailability of equipment/ services during such downtime (within acceptable limit of 5% downtime) shall not be penalized.
- j) Any downtime exceeding the permitted downtime shall be penalized and liquidated damages shall be applicable and levied on the concessionaire @ 1% of the security deposit per day for downtime exceeding the permissible limit.

6. PERIOD OF THE PARTNERSHIP CONTRACT

- k) Initial Lock-in period shall be for 10 years, thereafter extendable for another 5 years on renewable after 10 years basis on the same terms and conditions, if agreed upon by both the parties, total term not more than 15 years.
- l) No subletting of part or whole of the process/infrastructure/ services shall be allowed.
- m) On expiry of the contract, the Service Provider shall take away all medical equipment and consumables only that are under his ownership, without disturbing the physical infrastructure provided by BMC and Service provider. After expiry of contract term, a grace period of 4 weeks shall be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this period the Medical Superintendent shall be at liberty to dispose off the same as deemed fit.

7. Statutory and Legal Framework

- a) The Cardiac Care unit shall be governed by all existing bio medical, statutory and legal laws . The Cardiac Care centre along with the hospital or independently as the case and situation may apply shall get itself certified for/obtain the following certificates,
- b) Medical Council Act and Code of Medical Ethics, 2002
- c) Drugs and Cosmetics Act, 1940
- d) License under Bio-medical Management and handling Rules, 1998
- e) Right to Information Act
- f) Consumer Protection Act, 1986
- g) AERB certification.
- h) PCPNDT approval.
- i) Any other Act prevailing for running cardiac services.
- j) The service provider shall be responsible for procurement and management of all statutory and legal requirements for the Cardiac Care centre.

- k) The service provider is responsible for adherence legal and regulatory compliances
- l) Any loss arising from inadequate compliance to legal and regulatory norms are to be borne by the service provider.
- m) 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.
- n) Provision of Consumer Protection Act and RTI Act shall applicable to the Service rendered by Service Provider. All the Laws of land including Minimum Wages Act, ESI Act, EPFO Act etc., shall be followed by Service Provider.
- o) All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Bidder/Service provider and in no way BMC shall be held responsible. Also the Bidder/Service provider running the said unit shall have a tie up with Incentive Care Unit and ambulance service in the vicinity to treat the patients in case of emergency.
- p) The Bidder/Service provider shall indemnify the BMC for any eventualities/legal complications/disputes for running the said Centre
- q) 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.
- r) The Successful Bidder/Service provider shall submit the copy of workmen's compensation insurance policy to the Commissioner.
- s) The Successful Bidder/Service provider shall fulfill his / their obligations undertaken by him/them to the entire satisfaction of the Municipal Commissioner.
- t) The Successful Bidder/Service provider shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property of the employee or to the third party while running the Cardiac Care Centre and all such damages, injury or losses to the life or to the property shall be made good immediately by the Successful Bidder/Service provider to the satisfaction of the Commissioner. The BMC shall not be responsible for the same.
- u) 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.

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

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

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

Commissioner, The Municipal Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written notice, cancel the contract as a whole or only such items of work in default from the contract.

(d)

9. Quality and Standard of Service.

- a) That, the Cardiac Care centre will ensure that the best and complete diagnostic, therapeutic and follow up services based on standard medical practices/protocol are extended to the patients.
- b) That, the Cardiac Care centre agrees to provide best quality service to the patient by following standard protocols of diagnosis.
- c) That, the Cardiac Care centre agrees to provide best quality disposables for the patient.
- d) That, the Cardiac Care centre must be kept clean and hygienic with standard linen etc. and in an ambient environment. In the event of any complaint by the patient, the Cardiac Care centre shall formally enquire into the complaint of the patient and shall sort out the complaint to the satisfaction of the patient with intimation to BMC.
- e) That ,It shall be the duty and responsibility of the empanelled Cardiac Carecenter at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws
- f) That, the Adoption of Ethical and Professional Medical Conduct & Etiquette Regulations, 2002 of MCI (as amended) The Private Cardiac Carecenter shall mandatory undertake the responsibility of discharging Medical Services in full consonance of Professional Conduct and Ethics and implementation of all Acts and Regulations of Government of India viz. PNDT Act and National and State Health Programmes during the period of agreement. The Private Cardiac Carecenter shall also undertake responsibility for its employees (Doctors and Paramedical personnel) for not committing any act of Professional Negligence or Violation of Acts (Parliamentary and State legislation) or Professional Conduct and Ethics.
- g) That ,the empanelled Cardiac Carecenter is responsible for and obliged to conduct all contracted activities in accordance with the agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The Hospital /Diagnostic center is obliged to act within its own authority and abide by the directives issued by the BMC. The Cardiac Carecenter is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.
- h) That, the empanelled Cardiac Carecenter shall provide the services as per requirements specified by the BMC and terms of the provisions of Agreement.

10. PERIOD FOR INSTALLATION & RUNNING OF cardiology CENTRE :

The Successful Bidder/Service provider shall duly execute and complete the installation of centre, within a period of 6 months from the issuing of L.O.I./Work Order. As the time is the essence of the centre, no extension of the time shall be granted for the installation of the centre on any account whatsoever but, the Successful Bidder/Service provider shall be entitled for extension in certain special circumstances beyond his control. The Successful Bidder/Service provider shall run Cardiac Care Centre for 10 years with lease being renewed for 5 years.

11. TERMINATION FOR DEFAULT :

- a) That, the BMC may, without prejudice to any other remedy for breach of Agreement by written notice of default sent to the Hospital/Diagnostic center terminate the Agreement in whole or part.
- b) That, If the empanelled Cardiac Care center fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the BMC pursuant to Condition of Agreement or
- c) That, If the empanelled Cardiac Care center fails to perform any other obligation(s) under the

Agreement.

- d) That, If the empanelled Cardiac Care center, in the judgment of the BMC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- e) That, If the empanelled Cardiac Care center found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by BMC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice.
- f) That ,Refusal of admission without valid reason
- g) On termination for default the contract deposit of Rs.----- shall be forfeited.

13.Fees/Deposits/Finance

Security deposit to be paid to BMC amounting to Rs.30,00,000.00

The lease of Re.1/- per year as fixed by BMC shall be paid by the Successful Bidder/Service provider yearly.

All taxes including property taxes, non-agricultural tax, duties, fees, fee charges, cess, deposits, premium charged by any Principal Authority/the centre and the State Govt or any other competent/statutory authority/authorities in the matter of structure/centre, premises as well as in the matter of the cardiac center activity being run from the structure/centre premises and the above shall include the water and electricity charges in respect of the water consumed and electric energy consumed shall be borne by BMC. ~~service provider/Bidder/Service provider.~~

The Successful Bidder/Service provider shall have to make arrangements for financing the said work.

BMC shall not stand as guarantor for repayment of loans secured by the Successful Bidder/Service provider.

The Successful Bidder/Service provider shall not be entitled to any special tax concessions or any other concessions as a result of undertaking the proposed work, other than those declared by the BMC or the Government of India up to the last date of sale of blank bid document.

All fees, charges, deposits charged by any municipal departments including Cost of preparation of legal documents for agreement shall be borne by service provider/Bidder/Service provider

14.Payment conditions:

Contractor shall charge patients directly as per the rates prevailing in BMC for the procedures. For MPJAY/ PMJAY patients should be given cashless services and bills as per packages of procedures contractor shall raise bills to BMC. The service provider should provide all documentary assistance for remittance of amount under MPJAY/ PMJAY to BMC and ensure that the patient is covered under MPJAY/ PMJAY prior to the procedure. MPJAY/ PMJAY payments shall be settled with service provider after receipt of payment from Govt on case to case

15. 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.

16.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.

17. 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, 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.

18. Disputes etc to be decided by the Commissioner

If any dispute or difference shall arise between the Dean (Hospital/Diagnostic center) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the contractor/s under these present or any of them or the quantity or quality thereof the delivery, stacking measurement, weighing for making thereof or other action taken, or purchasing respectively to have been imposed or taken under these presents or regarding any default or alleged default or illegal or improper action on the part either of the 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 decided 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.

19. 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.

20. 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.

21. 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.

22. Termination of the Contract

These presents in every clause matter and thing herein contained shall cease and determine on the.....Two Thousand..... (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 any have been broken or not performed.

23. Return of the Contract Deposit

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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.(P.H.)

The Common Seal of the Brihanmumbai Municipal Corporation was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

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

Witness _____

Municipal Secretary _____

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

ANNEXURE - 8

**Tender NoOSD (PHP)/CPD/25
Bid No.:7200038506**

DECLARATION OF THE CONTRACTOR

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

I/we hereby accept that if any information furnished by me/us is found incorrect at a later stage, I/We shall be liable to debarred from tendering in 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.

Signature and stamp of BIDDER/SERVICE PROVIDER

ANNEXURE – 9

Tender No OSD (PHP)/CPD/25
Bid No.:7200038506

INTERNAL GRIEVANCE REDRESSAL MECHANISM

BMC has formed a 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.

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the

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

Full Signature of the tenderer with
Official Seal and Address

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Annexure 10
Details of the Item Data:-

Tender NoOSD (PHP)/CPD/25
Bid No.:7200038506

<u>Item Group No.</u>	<u>Description of the Items</u>	<u>Quantity</u>
<u>Item 1</u>	Annual Concession Fee, (the 'Premium') payable annually to the BMC (Base value of premium is Rs.10,00,000/-) for establishing Cardiac Care Unit.	1 unit

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ANNEXURE - 11
Tender No OSD (PHP)/CPD/25
Bid No.:7200038506

(To be uploaded in packet A)

Details of CE/US FDA Certificate

Bidder shall submit the details of CE and/or US FDA certificate along with documentary evidences.

Bidders are requested to note that as per required certificates as mentioned in specification, the relevant data from concerned certificate shall be filled properly in below format with signature of bidder.

For Medical device and In vitro Diagnostics Medical Device

“The equipment must have CE marked from European confirmatory (EC) notified body issued from European address and / or USFDA and documentary evidences to that effects shall be uploaded”.

A) CLASSIFICATION: CLASS Is, Im, IIa, IIb & Class III

Description	Whether complies or not	Specify
1. CE certificate issued from EU notified body is must for devices under class Is, Im, IIa, IIb & Class III.		
This certificate shall be on letter head of Notified bodies with		
a) Body identification number and address of Notified Body		
b) Certificate number and validity of certificate		
c) Product name/line (Quoted product category etc.)		
d) Name of appropriate directives		
e) Name and address of manufacturer,		
f) Product classification, Name of EU representative if any		

2. If CE certificate as mentioned (1) above is not for the quoted model and issued for Product specific or general product line, then

Description	Whether complies or not	Specify
a. Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model		
b. Endorsed (By notified Body) technical documents submitted to notified body mentioning model/s no./s		
Or		
List of model/s approved by notified body with classification if any on letter head of notified body		

3. If CE certificate as mentioned (1) above is for the quoted model then also

Description	Whether complies or not	Specify
a. Shall be accompanied with Declaration of conformity by manufacturer		
Or		
EU representative of Manufacturer for the quoted model		

Note :For equipment where other equipments also are part of the main equipment

Description	Whether complies or not	Specify
a) Documentary evidence to show all such equipment/s is/are covered by single certificate is required from notified body additional to above Sr. No. (A) -1 & 2 or 3.		
Or		
b) Individual certification for each equipment as mentioned in Sr. No. (A)-1 & 2 or 3 above is required		
c) If equipment manufacturer by different /other manufacturer is part of supplied equipment as per OEM agreement, then CE certificate issued to manufacturer is required from notified body as mentioned in sr. no. (A) – 1,2,3 along with the copy of OEM agreement		

B) CLASSIFICATION : CLASS I only.

This route is self-declaration or self-certification and is described in Annex VII Module A, EC Declaration of Conformity. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive.

Following Documents are required

Description	Whether complies or not	Specify
a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.		
b. Documentary evidence regarding firm registered with EEA (European Economic Area) Competent authority is required		
Or		
European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required		
Or		
Other documents like certificates from notified body along with declaration of conformity is required		

Declaration of Conformity

The declaration of conformity should have following:-

Description	Whether complies or not	Specify
a) the name and address of manufacturer		
b) Notified body Name and address if any with certificate No.		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards.		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date)		

CE CERTIFICATION REQUIREMENT FOR PRODUCTS UNDER IVD (98/79/EC) CLASSIFICATION :1)DEVICE FOR SELF TESTING, LIST 'B' & LIST 'A' DEVICES

Description	Whether complies or not	Specify
● CE certificate issued from EU notified body is must		
This certificate shall be on Letter head of Notified Bodies with		
a) Body identification number and address of Notified Body		
b) Certificate number and validity of certificate		
c) Product name/line (Quoted product category etc.),		
d) Name of appropriate directives		
e) Name and address of manufacturer		
f) Product classification, Name of EU representative if any		
● Shall be accompanied with Declaration of conformity by manufacturer or EU representative of Manufacturer.		

CLASSIFICATION : GENERAL IVD

This route is self-declaration or self-certification. The manufacturer ensures and formally declares, via a written statement, that the products meet the applicable provisions of the Directive.

Description	Whether complies or not	Specify
a. Declaration of conformity by manufacturer or EU representative of Manufacturer for the quoted model.		
b. Documentary evidence regarding firm registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority is required		
Or		
European Representative registered with EEA (EUROPEAN ECONOMIC AREA) Competent authority appointed by firm is required		
Or		
Other documents like certificates from notified body along with declaration of conformity is required.		

Declaration of Conformity

The declaration of conformity should have following :-

Description	Whether complies or not	Specify
a) the name and address of manufacturer,		
b) Notified body Name and address if any with certificate No		
c) EU representative of manufacturer if any		
d) identification of the product allowing traceability		
e) list of relevant directives & Harmonized standards		
f) Declaration statement, name and position/job title of person signing (This should be someone with enough responsibility to ensure the declaration is true which is affirmed by their signature and date).		

US FDA

Description	Whether complies or not	Specify
US FDA Certificate		

Documents required to be submitted in support of USFDA Certification

Following documents are required for confirmation of USFDA approval certificate

Description	Whether complies or not	Specify
a) Approved 510 (k) notification documents for equipment offered model is required.		
Or		
b) Documents to establish the firm and offered model register with US FDA is required		

<p>Manufacturer on their letter head needs to provide the link of notified body and / or USFDA for concerned certificate/s submitted as per specification, so that same can be verified from website of Notified body/USFDA</p>	
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Note :

Competent Authority

Under the terms of the Medical Device Directive a competent authority is nominated by the Government of each member state to monitor and ensure compliance with its provisions.

Notified Body

The organization which will check whether the appropriate conformity assessment procedures have been followed is known as the Notified Body. It is a certification organization which the Competent Authority, of a Member State designates to carry out one or more of the conformity assessment procedures described in the annexes of the Directives.

List of approved Notified body under 93/42/EEC (Medical devices) is available on

http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=13

and

under 98/79/EC (Invitro Diagnostic medical devices is available on

http://ec.europa.eu/growth/tools-databases/nando/index.cfm?fuseaction=directive.notifiedbody&dir_id=20

Authorized Representative

A non-EU Manufacturer's European Authorized (Authorised) Representative is the one who will represent the manufacturer to deal with the CE Marking vigilance authorities from the Member States. It is required by the EU legislation that a non-EU manufacturer of Medical Devices must print its European Authorised Representative name, address & contacting details on the packaging/labeling of the medical devices sold onto the EEA (EU & EFTA) market.

EU :- European Union.

EFTA:- European Free Trade Association.

EEA :-European Economic Area.

Annexure 12

**Details of staffing
Tender No OSD (PHP)/CPD/25
Bid No.:7200038506**

The Cath Lab shall run from 8AM to 8PM.

Sr No	Minimum Requirement (Grade Wise)	Minimum Qualification	Preferable Experience
CARDIOLOGY			
1	Senior Consultant - 1	DM	7-10 Years in invasive cardiology in tertiary care hospital (1 person with Electrophysiological studies experience)
2	Junior Consultant - 2	DM/MD	Experience in Cardiology
3	Senior Residents - 4	MD	1-2 years experience in Cardiology
4	Technicians Cath Lab - 2	Qualified	1-2 Years experience in their respective field
5	Staff Nurses 3 in each shift in ICCU, 2 in OPD ,3 in each shift (Ward) ,2 in Cath Lab Total = 21 Staff Nurses	Qualified	1-2 years experience preferred for ICU and cath lab
6	Nursing Orderlies (Hospital Assistant) 3 in each shift (ICCU), 3 in each shift(Ward) ,2 in Cath Lab Total = 15 Nursing Orderlies	Qualified	
General			
7	ECG Technician 1X2	Qualified	
8	Counsellor – 1	Qualified	
9	Clerical Staff – 2	Qualified	
10	Barber – 1	Qualified	
11	Lab Assistant – 1	Qualified	
12	Security Guard -1x3	Not Qualified	

Annexure 13
Details of Major Equipments
Tender No OSD (PHP)/CPD/25
Bid No.:7200038506

EQUIPMENTS FOR CARDIAC CCU		
1	Monitor with all accessories (ECG, SP02, temperature , NIBP, ABP mode)	16
2	Syringe pumps	8
3	Infusion pumps	8
4	Ventilator	4
5	ECG Machine	2
6	Temporary pacemaker with Pacing wire	1
7	IABP Machine	1
8	Wall oxygen flow meter	12
9	Wall suction unit	12
10	Crash cart trolley	2
11	Defibrillators with pacing mode	2
12	Central monitor	1
13	Haemodialysis unit (Preferable)	1
14	2 D Echo Machine portable	1

EQUIPMENTS FOR CATH LAB		
1	Cath Lab Console with all accessories (monitor, table, Carm)	1
2	Syringe pumps	2
3	Infusion pumps	2
4	Ventilator	1
5	ECG Machine	1
6	Temporary Pace Maker with wire	1
7	IABP Machine	1
8	Wall oxygen flow meter	2
9	Crash cart trolley	2
10	Defibrillators with pacing mode	1
11	EP unit	1
12	Anaesthesia Machine with Pendant	1
13	ACT Machine with Cartirages	1
14	Cardiac Monitor with accessories	2

EQUIPMENTS FOR wards		
1	Cardiac Monitor with all accessories	10
2	Syringe pumps	6
3	Infusion pumps	6
4	ECG Machine	1
5	Wall suction unit	4
6	Wall oxygen flow meter	10
7	Crash cart trolley	2
8	Defibrillators with pacing mode	1

EQUIPMENTS FOR RECOVERY ROOM		
1	Cardiac Monitor with all accessories	2
2	Wall Suction Unit	2
3	O2 flow meter	2
4	Infusion Pump	2
5	ECG Machine	1

NOTE

New equipments shall be purchased for this hospital and no old equipment will be acceptable for shifting from other hospital Equipments to be purchased from reputed firms only .

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Annexure 14
Details Specifications For Cardiovascular Digital Substraction Angiography
System Tender No OSD (PHP)/CPD/25
Bid No.:7200038506

Specifications For Cardiovascular Digital Substraction Angiography
System (Cardiac Cath lab)

- A. Latest state of the art, single plane floor / ceiling mounted C-arm/G-arm Cardiovascular Angiography system with flat detector technology digital imaging system for diagnostic Procedures and interventional cardiovascular procedures - paediatric and adult- structural, coronary and vascular angiography and Digital subtraction angiography.
- B. The platform should be able to accommodate all the up-gradations required later (as and when required). Firm should offer latest high end model only.
- C. The main Angiography system should be CE or BIS approved & complies with BARC & AERB guidelines. Copies of certificates should be attached.
- D. The original data sheet must support all the specification quoted by the company.
- E. System must be configured for higher performance to optimally deal with interventional cardiovascular procedures.

Technical Specifications:

1. C-Arm /G Arm Multi-directional floor/ceiling mounted, flat panel detector:

- i. C-Arm /G Arm Multi- directional should be ceiling-mounted or floor mounted with equivalent manoeuvrability for unobstructed resuscitation during cardiac arrest, while continuing to do fluoro and/or cine at various angulations without any obstruction at the head end. Should be capable of performing coronary angiography and coronary angioplasty and balloon mitral valve and other cardiac interventions.
- ii. All movements should be motorized with C-Arm angulations of minimum RAO/LAO +120 deg./ -120 deg. CRAN/CAUD +/- 50 deg. at head end position. With up to 25 deg. / sec. speed for LAO/RAO and up to 25 deg./sec or more speed for CRAN/CAUD.
- iii. Manual/motorized parking of C-Arm/Patient Table in case of catastrophe/emergency for resuscitating the patient
- iv. System should be capable to perform peripheral and vascular intervention as well.
- v. It should be possible to position the Gantry +/- 120 degrees on both left side as well as on the right side of the patient in order to provide enough space enabling users to perform wide range of Cardiac, Neuro and Peripheral Vascular procedures.
- vi. The C arm should have Anti-Collision protection mechanism for patient safety at tube, detector and table end.
- vii. System should be capable of doing head to toe coverage without repositioning the patient.
- viii. Gantry depth should be at least 80 cm for deeper angulations.
- ix. C Arm and table control should be possible from exam room. System should have foot switch in exam room.

2. Patient Table : Floor Mounted with 4-way free floating Cardiac Profile 100% Carbon Fiber Tabletop with Memory Foam Mattress

- i. Patient table must have radio lucent carbon fiber tabletop
- ii. Maximum table load 200 kg for patient + extra 50 kg for CPR/emergency use.
- iii. The table should have longitudinal stroke of at least 1350 mm, vertical stroke of 300 mm with minimum table height of 780 mm
- iv. Table swivel movement should be +/- 90 degrees on both Left and Right sides in case of

Emergencies.

- v. Long table top/mattress: Mattress should be biocompatible memory foam to provide better patient comfort for long interventional procedure, made of memory foam with ideal density and Thickness.
- vi. Table should allow head to toe coverage of adult patients without repositioning.
- vii. Table control module along with touch screen user interface module for all types of table side operations/functions. Dedicated touch pad for review/zoom, play/pause / previous/next Image, store/recall /reference images at the table side.
- viii. Table height adjustment should be minimum - 780 mm and maximum - 1080 mm
- ix. Table length 280 cm or more, width 45 cm or more
- x. Lift speed 2 cm/sec or more Accessories to be provided for the table and mattress:
- xi. Detachable radiolucent carbon fiber arm support for Radial procedures.
- xii. Drip stand.
- xiii. Moving Lead Shield

3. X-Ray Generator:

- i. 100 KW High Frequency Generator compatible with high resolution imaging along with facility to automatically adjust the dose according to the size of the patient.
- ii. Cine KVp range to be 40-125 KVp or more. Fluoroscopy KVp range to be 60-120 KVp or more. Output at 100 KVP to be 1000 mA
- iii. Max Current 1000mA at 125 KV
- iv. Should have automatic exposure control device for fluoroscopy mode
- v. Should have an overloading protection.
- vi. Automatic X-ray control system fully automatic calculation and optimization of exposure data based on fluoroscopic value.
- vii. Monitoring the tube load with the date display KV & mA post display on image monitor.

4. X-Ray Tube :

- i. X-ray tube should have secondary grid switching/ generator pulsed to deliver pulsed fluor to reduce the soft X-ray to patient and Operator.
- ii. Anode heat storage capacity 3.0 MHU or more, with advanced cooling mechanism.
- iii. High cooling rate with liquid bearing technology or equivalent for continuous and noiseless operation
- iv. Anode heat dissipation should be 3000 HU/sec or above
- v. Small focal spot not more than 0.6mm with power of at least 30 KW
- vi. Large focal spot not more than 1.0 mm with power at least 75 KW
- vii. The Pulse Fluoroscopy should be offered with pulse rate of 3 frames /sec to 25 frames /sec frames/sec. Additionally fluoroscopy for paediatric case of 25 frame/sec and more should be provided.
- viii. Copper filters for reducing the dose to the patient in fluor or cine mode.

5. Radiation Protection :

- i. The System must have radiation safety package like DAP METER or equivalent for radiation safety of operator & patient.
- ii. The system should have integrated computer controlled (preferably automatic) X-Ray Beam filtering with copper filters of various size from 0.2 mm to 1 mm.
- iii. The system should have positioning of collimator blades without radiation.
- iv. Should have dose measuring capacity.

- v. The system should have monitoring and display of X-ray dose during the patient examination. It should be possible to create a DICOM based dose report of the patient.
- vi. The system should have a facility to remove the anti-scatter grid on the detector for ensuring lower dose in pediatric imaging
- vii. System should meet all National & International safety standards & comply with BARC & AERB guidelines.

6. Collimator :

- i. At least one collimator per plane to be provided, preferably with IRIS/square type arrangement.
- ii. Square field with both hard and soft shutters & dynamic filter selection
- iii. Should have facility for dose measurement chamber in order to display the skin radiation dose on the monitors in the lab.
- iv. Collimator should have facility for copper pre filtration for reducing the x ray dose in fluoro and cine mode

7. Digital imaging System:

- i. A flat detector with a diagonal size of at least 12" Diagonal cm.
- ii. At least 3 zoom fields, the smallest being 15 cm or more
- iii. Acquisition: speed of at least 25 frames per sec. Acquisition speed for DSA should be 3,0 frames/sec to 25 frames/sec or higher
- iv. Pixel size not more than 154 microns.
- v. Digital system with acquisition and processing in 1344 x 1344 matrix at 25 fps with 16 bit acquisition.
- vi. Detector quantum efficiency at least 77% or above
- vii. Image storage capacity of at least 150,000 images in 1344 x 1344 matrix at 16 bit on the main system disk.
- viii. System should have capability of ECG display on the image monitor.
- ix. Real time image processing algorithm applicable for both fluoroscopy and acquisition. Cine loop replay facility with forward and back ward and fast forward
- x. The system should have facility for Manual and Auto storage of fluoro loop scene of at least last 10- 20 seconds or previous 300 frames once the fluoro switch is off (backward storage); unlimited and continuous forward fluoro storage facility with excellent quality of stored fluoro images. Facility for storage for adult and paediatric.
- xi. Road mapping facility should be available. Facility for side-by-side still image; road map facility should be provided so as to support all anatomical areas and all interventional procedures with facility to overlay selected reference image with fluoroscopy
- xii. Post processing software facilities with real time edge enhancement, positive /negative image display windowing, electronic shuttering, roaming, image reversal, zooming and magnifying with text and annotation junctions.
- xiii. There should be facility to enter the patient demographics from the examination room or the console room. The full system should have touch screen control at table side
- xiv. The system should have full table side and console room control operation for post processing capabilities.
- xv. System should have off-line validated coronary analysis and ventricle analysis program.
- xvi. The software should have Auto calibration facility for stenosis measurement with edge enhancement and geometrical and densitometry calculations. The analysis should be possible from table side in the examination room and from the control room.
- xvii. The system should have Off-Line or On-line DSA capabilities in 1344 x 1344 matrix with acquisition frame rate of 3.0 frame/sec to 25 frames/sec. The system should have on-line DSA of excellent quality which can be manually controlled.

- xviii. The latest complete software and hardware for visualising stent with extra high resolution from table side control. Should have stent enhancement tool with all software, hardware, image processing tools for enhancing visualisation of the stent and vessel.
- xix. System should have capability to show 4 reference images, image loops at a time.

8. Monitors / Display:

- i. The monitor display system in examination room should be ceiling suspended and it should be possible to position it on the left or right side of patient table.
- ii. Display in exam room should be single screen 43 inch Medical Grade monitor to display live and reference images, patient haemodynamic monitoring, stent enhancement monitor / EP tracing and IVUS/ FFR imaging.
- iii. 4K UHD 43" screen monitor as second live monitor in console room.
- iv. 4K UHD 27" Wide screen monitor for workstation
- v. Multiparameter haemodynamic monitor with grabber card for integration.

9. Cath Lab System must have following standard features without any additional cost charged to the Hospital/Tender Authority:

- i. System should have Real Time Stent Enhancement.
- ii. System should have Virtual FFR – vFFR software for non-invasive FFR results.
- iii. System should have LVA/RVA quantification package
- iv. System should have IVUS and OCT Co-registration capability to co-register any IVUS and OCT system.
- v. System should have TAVI procedure planning software

10. Work station and Digital Archiving: A state of the art workstation should be provided.

- i. Facility for acquired images to be transferred to the workstation seamlessly without interrupting the procedure; there should be 2 way digital image communication between the workstation and the procedure room.
- ii. Should be able to work with the workstation for review of the previously transferred scenes of same patients or other patients while procedure is going on without interruption. Work station should be able to archive at least 1000 patients data with easy irretrievability search by name, date of procedure or cath number
- iii. There should be facility to delete selected scenes archived in the work station
- iv. On CD/DVD software for reading, with facility for zoom in and out.
- v. DVD_R/ CD_R with DICOM Viewer in DICOM 3 format having capability of receive and transfer of images from cath lab to remote review station.
- vi. Dynamic viewing of CD images at frame rate of 0-25 frames/sec, single frame step by step, fastforward & fast rewind ,zoom In or zoom out
- vii. Image transfer from digital system in background mode without affecting the system operation.
- viii. USB Interface to copy images to memory disk / external hard disk.
- ix. There should be facility to connect the workstation to hospital PACS system of any proprietary item for remote viewing and manipulation
- x. Should have capability to convert DICOM images into .avi and .mp4 formats with frame editing
- xi. System should be provided with Image storage server with 2 TB storage

11. Standard Accessories:

- i. Lead aprons: of standard state of the art make, light weight, with a lead equivalent of 0.5mm. Should be double sided, 5 such aprons to be provided 3 of which should be two piece and 2 should be single piece with wrap around.
- ii. Lead lined gloves: Two pairs to be provided
- iii. Two wall mounted lead hangers for 5 lead aprons each
- iv. Catheterization arm support for Radial angiography
- v. Gonad Shield - 5 , Head Cap radiation protection - 05 , Radiation protection Lead spectacles 6 Neck protection radiation shield covering front and side -12.
- vi. One movable lead glass barrier with 2.0 mm Lead equivalent to be provided approximately size 75" H x 30" W, Depth 25".
- vii. Hemodynamic Monitoring system which should be integrated with Cath Lab Screen display.
- viii. Integrated two way communication systems between control room and examination room.
- ix. Ceiling-suspended operation lamp, cool LED type- 1 no. Focused ceiling mounted light with a handle for positioning the light.
- x. Ceiling suspended radiation protection - 1 no. (as per international radiation protection system)
- xi. Table mounted radiation protection - 1 no. (as per international radiation protection system)
- xii. Foot switch for fluoroscopy, cine and DSA to be provided.
- xiii. 120 KVA UPS Backup for full system UPS for 30 mins back up. of all electric ports for at least 30 min
- xiv. State of the art High Pressure Injector compatible with the machine – One

Annexure 15
Details of Services provided
Tender NoOSD (PHP)/CPD/25
Bid No.:7200038506

PERIPHERY HOSPITALS OF MCGM

Services that shall be offered by the private operator:

1. OPD based services that shall include the following:

- a. Consultancy
- b. 2D- Echo
- c. Stress Test (TMT)
- d. Transesophageal Echocardiography (TEE)

2. Cardiac Procedures:

- a. Coronary Angiography
- b. Peripheral Angiography
- c. Percutaneous Transluminal Coronary Angioplasty
- d. Percutaneous Transluminal Renal Angiography and Angioplasty
- e. Permanent Catheter Implantation
- f. Temporary Pacemaker Implantation
- g. Permanent Pacemaker Implantation
- h. Electro-Physiological Studies
- j. Radio-Frequency Ablation
- k. Peripheral Angioplasty
- l. Percutaneous Transhepatic Biliary Drainage