### BRIHANMUMBAI MUNICIPAL CORPORATION

### EOI No. CMS&HOD/SHCS/9041 Dated 21.10.2022

### REQUEST FOR EXPRESSION OF INTEREST (EOD

### **FOR**

Appointment of Agency to assess Fair Market Rental Value of M/s Shushrusha Suman Ramesh Tulsiani Hospital (SSRTH) at Vikhroli, Mumbai.

BID No. 7200038547

#### BRIHANMUMBAI MUNICIPAL CORPORATION

### **Notice Inviting Expression of Interest**

(EOI)

### No. CMS&HOD/SHCS/9041 Dated 21.10.2022

"NAME OF THE WORK: Appointment of Agency for assessment of Fair Market Rental Value of M/s Shushrusha Suman Ramesh Tulsiani Hospital (SSRTH) at Vikhroli, Mumbai.

1. Institute invites sealed bids from reputed & qualified bidders for the following work:

Name of work	Completion Period
(1)	(2)
Appointment of Agency for assessment of Fair Market Rental Value of M/s Shushrusha Suman Ramesh Tulsiani Hospital (SSRTH) at Vikhroli, Mumbai. BID No. 7200038547	14 days

The tenders in two bid system being invited for the above mentioned service. BMC reserves its right to award the work to the successful bidder.

- 2. Goods and Service Tax Registration Certificate in Maharashtra or equivalents.
- 3. The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co- operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking.
- 4. Valid and correct e-mail ID of the bidder for communication in respect of this bid shall be provided.
- 5. Last date of submission of EOI bid shall be up to 15:00 Hrs. on 27.10.2022.
- 6. The Municipal Commissioner reserves the right to reject any prospective application without assigning any reasons whatsoever.

### **SECTION-A\***

### No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

### LETTER OF OFFER

Date	

The Municipal Commissioner, Brihanmumbai Municipal Corporation,

Address

Subject: EOI for Appointment of Agency for assessment of Fair Market

Rental Value of M/s Shushrusha Suman Ramesh Tulsiani

Hospital (SSRTH) at Vikhroli, Mumbai.

**Reference: EOI No.** 

Dear Sir,

With respect to your above mentioned tender, we hereby submit our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the BMC the amount mentioned in the said Conditions.

Should we fail to execute the contract when called upon to do so. We do hereby agree that this sum shall be forfeited by us to the BMC.

We have carefully gone through the terms and conditions prescribed and we accept the same in to without any alterations / modifications.

Yours faithfully,

#### **Signature**

Name & seal of Bidder

The bidder should submit the Letter of Offer on their company letterhead.

### **SECTION-'B'**

## GENERAL INSTRUCTIONS TO BIDDERS No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

- 1. Expression of Interest (EOI) should be addressed to Chief Medical Superintendent & HOD (SHCS), 7<sup>th</sup> Floor, K.B.Bhabha Hospital Building, Bandra(W), Mumbai 400 050.
- 2. Bidder has to submit Earnest Money Deposit of Rs. 500/-. 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.
- 3. The tender document is available on MCGM portal (http://www.mcgm.gov.in) along with this tender notice. However, the tenderer shall have to pay "e-tender price" through online payment gateway before downloading and uploading the tender document in SRM Module.
- 4. The bidders registered under MSME are exempted for submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
- 5. The bids will be received up to 15:00 Hrs. on 27.10.2022 Each copy of the tender document under their stamp and signature. No tender will be accepted after 15:00 Hrs. on 20.10.2022 under any circumstances whatsoever.
- 6. The EOI shall be opened by Office of CMS&HOD(SHCS) or his authorized representative in his office on the 28.10.2022 at 15:00 Hrs. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
- 7. Financial bid of only prequalified and/or technically qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders.
- 8. EOI shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid and the bidder shall not cancel or withdraw the quotation during this period.
- 9. The bidder must use only the bid forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the EOI form made by the bidder shall not be valid and shall be treated as null and void.
- 10. The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.

- 11. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the EOI must be attested by initials of the bidder. Overwriting of figures is not permitted.
- 12. Each Page of the EOI document should be signed by the authorized person or persons submitting the EOI in token of his/their having acquainted himself/themselves with the terms & conditions of contract as laid down. Any bid with any of the documents not so signed will be rejected.
- 13. A bid which is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their bid is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the BMC as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful bidder may be converted into Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the Institute.
- 14. The Institute does not bind itself to accept the lowest or any bid and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- 15. The rates shall also be firm and shall not be subject to change. The quoted amount in EOI must include in their rates, applicable GST and any other tax and stamp duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, stamp duty or levy whether existing or future, shall be entertained by the Institute.
- 16. The intending bidder can obtain any clarifications regarding the EOI document, scope of work etc. if any by contacting to Mr. Mahendra Vanmali (Administrative Officer) on 0 2 2 2640 5226 or through email <a href="mailto:cmsph\_2006@yahoo.co.in">cmsph\_2006@yahoo.co.in</a> or in Administration Office of the BMC on any Institute's working day.

I/We hereby	declare	that L	/we	have	read	and	understood	the	above	instructions	and	the	same
will remain b	oinding v	ipon n	ne/us	S.									

Place:	Signature of Bidder
	With the seal of their company
Date:	

#### **SECTION-'C'**

### No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

### **GENERAL TERMS AND CONDITIONS**

Upon the declaration of an intending bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions.

- 1. The successful bidder shall provide the services strictly in accordance with scope of work and as per detailed instructions of the Institute's.
- 2. In all matters of dispute arising on the work, the matter shall be referred to the Municipal Commissioner of **BMC**, **Mumbai** for a decision.
- 3. Arbitration Clause: In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.
- 4. **Payment Terms:** Payment shall be made after successful completion of service and submission of report against the certified invoice.
- 5. **Completion Period:** The time period allowed for completion of work shall be 2 weeks from the date of issuance of work order.

### 6. Penalty Clause:

Time allowed for carrying out the work is 2 weeks, which shall be strictly observed by the successful bidder and it shall be reckoned from the 4<sup>th</sup> day of issue of work order. If the valuer fails to complete the service within the specified period he shall be liable to pay compensation at the rate of 1% per week subject to a maximum amount of 5% of the contract amount.

### 7. Termination Clause:

a. Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 7 (seven) days from the date of receipt of the notice specifying the breach, by the contractor, the

Institute may terminate this contract by giving a 15 (fifteen) days written notice of intended termination to the contractor.

- b. In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 7.e hereunder.
- c. Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving 15 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract.
- d. Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- e. Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.
- 8. On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:	Signature with company seal
Date:	

## <u>SECTION 'D'</u> No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

### **PRE-OUALIFICATION CRITERIA**

### **Pre-Qualification Documents to be submitted by Bidder along with EOI:**

- The agency should have valuers registered under Section 34AB the Wealth Tax Act
   1957 having relevant qualifications and experience.
- 2. The agency for valuation should be an Individual/Firm/Partnership firms/Company having appropriate registration (like Partnership Deed, Certificate of Incorporation).
- 3. The qualification Criteria for valuer and membership in any one professional bodies:

Sr.	Class of Assets	Qualification	Membership in any
No.			one
1	Land and Building	Should have Graduation degree in Civil Engineering/Architecture/Town planning	The valuer should a member of any one of the Valuer Associations or bodies viz. Institute of Valuers (IOV) or Institution of Estate
2	Plant and Machinery	of a recognized university.  Should have Graduation degree in Mechanical/ Electrical/ Chemical/ Production/ Computer/ Industrial Engineering and any other stream of Engineering of a recognized university.	Managers & Appraisers (IESMA) or Practicing Valuers Association (India) (PVAI) or The Institute of Company Secretaries of India (ICSI) or The Indian Institute of Valuers (IIV) or The Institute of Cost Accountants of India (ICMAI) or The Institute of Chartered Accountants of India (ICAI) or Association of Certified Valuers and Analysts (ACVA) or Centre For Valuation Studies, Research

- 4. The agency for valuation should have experience of at least 5 years in the field of Asset valuation.
- 5. The Bidder should have valid PAN, Goods and Service Tax registration number (GST).
- 6. The bidder should have completed at least **three** assignments at any organization as a valuer for valuation of assets/property (i.e. Land & Building and Plant & Equipment) during the period of last **three years**. The bidder should submit a copy of work orders/appointment letters/contract agreement etc.
- 7. The bidder should submit the copy of Audited Balance Sheets and income tax returns for last three financial years (i.e., FY2019-20, FY20-21 & FY2021-22).

- 8. List of clients along with name & contact number of representatives and copy of certificate of appreciation if any.
- 9. The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking/Institute of Govt. of India. Should submit the undertaking as per Annexure-A\*.
- 10. Either the Registered Office or one of the Branch Office of the bidder should be located in district/municipal territory of Mumbai, Mumbai suburban, Thane and Navi Mumbai.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the EOI duly stamped and signed by the authorized person of the bidder.

### Information to be furnished by the bidder:

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
3.	Telephone Number: Office /Residence:	
	Mobile Number:	
	E-Mail address:	
4.	Details of Registration (number & date) if	

	applicable:	
5.	Month and Year in which the firm /	
J.	company	
	was formed/ incorporated.	
6.	Type of organisation (Sole Proprietor,	
0.	Partnership, Pvt Ltd., Public Ltd., etc.)	
	rantiership, i ve Eta., i done Eta., etc.)	
7.	Registration details under Section 34AB of	
	Wealth Tax Act 1957	
	, , , , , , , , , , , , , , , , , , ,	
7.	Enclose copy of partnership deed, Articles	
	of	
	Association or Affidavit (in case of firm)	
8.	Qualification Details of Valuer / Associate	
	valuer/company staff of bidder	( ) ) )
	(Enclose appropriate certificates)	
		<u></u>
9.	Turnover of Bidder in last 3 financial years	FY2018-19:
	(In	EX/2010
	Lac)	FY2019-
		20.
		20:
10.	Bank Account Details	A/c No.
		Bank
		Name:

Place:	Signature with company seal
Date	

### **SECTION-'E'**

### No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

### SCOPE OF WORK

### Part A: - Scope of Work for the bidder:

- 1. The Rent Assessment process shall broadly include the following:
  - Physical inspection of Land, Building and Hospital Equipment and confirmation of the inventory of fixed assets.
  - ❖ Collection of data/details for Land, Buildings, Plant & Machinery, and Equipment.
  - Collection of information/technical specifications of assets.
  - Classification of fixed assets into core assets and surplus assets if any.
  - ❖ Review of maintenance records of the hospital Preventive & Breakdown.
  - ❖ Market Survey and collection of data/quotations pertaining to the exercise.
  - ❖ Analysis of the Technical Data and the support information received from the client/company.
  - ❖ Determination of valuation parameters, methods & key observations, and assumptions.
  - ❖ Preparation of a report outlining the assessment, as well as the methodologies employed and assumptions utilized in the analyses.
  - ❖ Estimation of Market Value and subsequent derivation of the Market Rent using the Income and Cost Approaches of Valuation.
  - Preparation of the Draft Report.
  - Submission of Final Report.

Date:	Signature of Bidder with seal
Date.	Signature of Brader with sear

# <u>SECTION-'F'</u> <u>No. CMS&HOD/SHCS/9041 Dated 21.10.2022</u> <u>BID No. 7200038547</u>

### FINANCIAL BID\*

Sl. No.	Description of work	Unit	Amount Quoted including GST Yes/No
1	Fees/Charges for Valuation of Assets/property at SSRTH campus for Property Rent Monthly/Annually calculation for utilization purpose and submission of report.	1	

Total quoted amount in words Rupees

Date: Signature of Bidder with seal

## <u>Annexure – A\*</u> No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

### FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING

### **UNDERTAKING**

To,	
Municipal Commissioner	
BMC	
I/We hereby confirm and declare that I/We, M/s	, are not blacklisted
	Undertaking/ Private Sector/ or any other agency for
which we have Executed/ Undertaken the works/	
For M/s	
Authorized Signatory	
Date:	
*To be submitted on company letter head duly sig	gned and stamped on it.

### No. CMS&HOD/SHCS/9041 Dated 21.10.2022 BID No. 7200038547

#### GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (E.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application 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, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. 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.

M.C.G.M. 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 M.C.G.M. 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 '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 redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue taking into consideration the

rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

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

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee 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.

Municipal Commissioner and/or Procurement 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