

BRIHANMUMBAI MUNICIPAL CORPORATION

Department of Public Health

Office of Chief Medical superintendent & Head of Department

2nd floor, K.B.Bhabha Hospital, Bandra west, Mumbai, 400054

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Expression of Interest (EoI)

Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded "Pandit Madan Mohan Malviya Shatabdi" Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088.

Tender ID: 2025_MCGM_1179509

B.M.C.

DEPARTMENT OF PUBLIC HEALTH

MUMBAI

THIS EoI DOCUMENT CONSISTS OF:

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1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Department of Public Health

Office of Chief Medical superintendent &HOD (SHCS)

2nd floor, K.B.Bhabha Hospital, Bandra (west), Mumbai – 400050

Expression of Interest

No. Ch. MS&HOD/SHCS/PPP/1621. Dated 13.05.2025

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

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

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

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

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

Sr. No	Description	Tender Fee (₹)	Ernest money Deposit (₹)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	<i>Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded "Pandit Madan Mohan Malviya Shatabdi" Municipal General Hospital, through Civic Health Collaboration Mode situated</i>	₹30,250/- +₹5445/- (18%GST) ₹35695/- only	₹ 5,00,000/- (Rupees five lakh only	15.05.2025 at 12:00 hrs	03.06.2025 till 12:00 hrs

	<p><i>at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088.</i></p> <p><u>Tender ID:</u> <u>2025 MCGM 1179509</u></p>				
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The pre-bid Meeting will be held on **20/05/2025 at 3 PM at the venue: Conference Hall 2nd floor, annex building at Office of Hon'ble AMC(WS). Head Office, Fort Mumbai-400001.** The prospective Bidder(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in Bidders meeting and any further modification of the tendering documents, which may become necessary as a result of Bidders meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have an authorization letter to attend the Bidders meeting.**

The Tender document will be displayed on BMC portal (<https://portal.mcgm.gov.in>) along with Tender notice on final outcome of bidders meeting and process of EoI, However, the tender document can be downloaded and bid will be invited through Mahatender portal only (<https://Mahatenders.gov.in>).

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

Bidders shall note that any corrigendum issued regarding these EOI notice will be published on the BMC portal only. No corrigendum will be published in the local newspapers.

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

Sd/-

Ch.M.S.& HOD(SHCS)

For detailed tender document please scroll down

Header Data

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

E-Tender ID	<u>2025 MCGM 1179509</u>
Name of Organization	Brihanmumbai Municipal Corporation
Subject	<u>Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088</u>
Tender Fee	₹ 30250/- + ₹5445/- (18% GST) = ₹35695/-through online mode
Earnest Money Deposit	₹5,00,000./- (Rupees Five Lakh only) through online mode
Start Date and Time of online Bid Downloading	15/05/2025 at 12 hrs
End Date & Time of online Bid Submission	03/06/2025 till 12 hrs
Pre-bid Meeting Date, Time & venue	20/05/2025 3.00pm at the venue: Conference Hall 2 nd floor, annex building at Office of Hon’ble AMC(WS).
Email address for contact	cms.phd@mcgm.gov.in Dr Mayura Nagle : +91-8169914798 osd.health@mcgm.gov.in Dr Maharudra Kumbhar: +91-8879663301

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

BRIHANMUMBAI MUNICIPAL CORPORATION

Department of Public Health

Office of Chief Medical Superintendent &HOD (Secondary Health Care Sevices)

2ndfloor, K.B.Bhabha Hospital, Bandra west, Mumbai – 400050

3: PREAMBLE

The Brihanmumbai Municipal Corporation invites Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088.

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage,

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

4 : Instructions to Bidders participating in e-Tendering(EoI)	
1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). Tender document can be downloaded from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA / GNFC / IDRBT / MTNL Trust line/ Safe Script / TCS.
3.	Bidder then logs into the portal giving user id / password chosen during enrollment. and follow the instructions given in the document 'Bidders manual kit – online bid submission – Three Cover Bid Submission New' which is available on e-tendering portal of Government of Maharashtra i.e. ' https://Mahatenders.gov.in '.
4.	The e-token that is registered should be used by the bidder and should not be misused by others.
5.	DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
6.	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7.	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8.	The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
9.	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10.	Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats. If there is more than one document, they can be clubbed together.
11.	Bidder should Pay EMD and other charges, where applicable, as per the instructions given in the Tender Notice and / or Tender Document.
12.	Bidders should note that the Tender fee is to be paid online on Mahatender portal and bidders should upload receipt of the same in Fee cover.

13.	The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14.	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. Bidders trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard will be entertained. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. So, the bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
15.	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16.	It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
17.	The bidder may submit the bid documents online mode only, through Mahatenders portal. Offline documents will not be handled through this system.
18.	At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19.	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20.	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21.	It is the responsibility of the Bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus-free signatures etc. Bidders should scan all the documents before uploading the same. if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22.	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23.	All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not

	viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24.	During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25.	All the tender notices including e-Tender notices will be published under the 'Tenders' section of BMC Portal and on Mahatender portal.
26.	All interested Bidders are required to be registered with BMC. Bidders not registered with BMC before can apply on-line by clicking the link 'Bidder Registration' under the 'e-Procurement' section of BMC Portal, Bidders already registered with BMC need to contact helpdesk to extend their Bidder registration.
27.	Manual offers sent by post/Fax or in person will not be accepted against e-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
28.	As BMC has switched over to e-Tendering, if any references in this tender document are found as per manual bidding process like Packets A, B, C etc. may please be ignored. All documents that are required to be submitted as part of eligible & technical bid, need to be uploaded in the Packets provided for this purpose and commercial bid need to be filled online.
29.	Affixing of digital signature for the bid document while submitting the bid, shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the bid/bids offered by the Bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.
30.	The browser settings required for digitally signing the uploaded documents are provided under download section of Mahatender Portal. Site compatibility required for Mahatender portal has been provided under Site compatibility on Home Page of Mahatender Portal.
31.	The administrative, technical and commercial evaluation documents will be available for all the participating Bidders after completion of the evaluation.
32.	Additional information can be availed by referring to FAQs under FAQ on Home Page of Mahatender Portal.
33.	For any help, in the e-Tendering process, can be availed by dialing help-desk number or Email support provided under contact us on Home Page of Mahatender Portal.
<p><u>SPECIAL NOTE:</u></p> <p>TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Three Cover Bid Submission New' on -tendering portal of Government of Maharashtra i.e. https://mahatenders.gov.in</p> <p>Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in. Bidders, whose registration is valid, may please ignore this step. At the time enrolment, the information required for enrolment should be filled. After enrolment the bidder will get his username and password to his Mail Id.</p> <p>Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the "Manuals" available on Mahatender Portal(https://mahatenders.gov.in)</p>	

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

SECTION 6: GENERAL INSTRUCTIONS AND CONDITIONS TO THE Bidders

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

1.	<u>Eligibility Criteria</u>
A.	For determining the eligibility of Bidders, the following shall apply:
B.	The Bidder shall be a single entity or consortium of a maximum of 3 players. The term Bidder used herein would apply to both a single entity and a consortium
C.	<p>(i) A Bidder may be a single business entity under the Companies Act 2013/1956 or an incorporated entity under equivalent acts (in case of foreign entities)</p> <p style="text-align: center;">or</p> <p>(ii) An organization registered under the Societies Registration Act 1860 or any relevant Act of the State or Union Territory</p> <p style="text-align: center;">or</p> <p>(iii) A Public trust registered under the law for the time being in force</p> <p style="text-align: center;">or</p> <p>(iv) A Charitable Company registered under Section 25 of the Company Act, 1956 / section 8 of Company Act 2013</p> <p style="text-align: center;">or</p> <p>(v) A registered partnership firm</p> <p style="text-align: center;">or</p> <p>Any combination of (i), (ii), (iii), (iv) or (v) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in EoI.</p>
D.	<p>Minimum eligibility criteria-To be eligible for bidding, a Bidder shall fulfill the following conditions of eligibility as on bid due date</p> <p>Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder must meet the following criteria and shall provide details & proofs as per Annexure 5</p> <p>At least One multi- specialty or super-specialty hospital in India offering healthcare services with a minimum bed capacity of 300 beds</p> <p style="text-align: center;">or;</p> <p>A combination of multi-specialty or super specialty hospitals at maximum TWO locations in India offering specialty/ super specialty services with a combined bed capacity of 300 beds under the management of the Bidder & Associated with Medical college as teaching Hospital.</p> <p>Bidder Should have experience of running medical college as per the MCI / NMC norms, having intake capacity of at least 50 Undergraduate Students since last five years.</p> <p>At least 5 years of operating experience of multi - specialty or super-specialty hospitals in India.</p>

	<p>Financial Capacity: The Bidder shall have, a CA certified minimum Average Annual Turnover of Rs. 300 crores (Rupees Three Hundred crores) for preceding three financial years (2023-24, 2022 -23, 2021- 22) and</p> <p>Net Worth of Rs.100 crores (Rupees Hundred crores”) at the close of the preceding financial year (2023-24).</p> <p>To demonstrate the above, the Bidder shall enclose the following:</p> <ol style="list-style-type: none"> 1. Certificate(s) from a chartered accountant stating the Technical Capacity of the Bidder 2. Copy of Affiliation of Medical College/University as per UGC/NMC Norms 3. Certificate(s) from its statutory auditors specifying the annual turnover for the three financial years preceding (2023-24, 2022 -23, 2021- 22) 4. Net worth of the Bidder, as at the close of the preceding financial year (2023 -24), and also specifying that the methodology adopted for calculating such Annual Turnover and net worth conforms to the provisions of this clause. <p>For the purposes of this EoI, net worth (the “Net Worth”) shall mean,</p> <p>For Companies under Companies Act 1956 or Companies Act 2013: - the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off.</p> <p>For entities other than Companies: - the total assets minus total liabilities.</p> <p>For the purposes of this EoI, average annual turnover (the Average Annual Turnover”) shall mean simple mean average of the preceding three financial years of gross annual revenue not including income from other sources like interest, dividend, rent etc.</p> <p>The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the Bid to commit the Bidder</p> <ul style="list-style-type: none"> • Any entity which has been barred by the Central/State Government or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid • A Bidder or Associate should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated for breach by such Bidder or Associate. • In computing the Technical Capacity and Financial Capacity of the Bidder, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. • For purposes of this tender, associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person
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	<p>by operation of law.</p> <ul style="list-style-type: none"> • It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder. • Any entity which was declared as the preferred bidder in the earlier bidding process and has withdrawn from the project would not be eligible to submit this Bid. <p>The following conditions shall be adhered to while submitting the Bid;</p> <ul style="list-style-type: none"> • Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information. • In responding to the EoI document, Bidders should demonstrate their capabilities in accordance with the eligibility criteria mentioned in this document with certified documents wherever required.
E.	<p>litigation history:</p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet 'B'.</p> <p>If there is no litigation history, the bidder shall specifically mention in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.</p> <p>The evaluation of Litigation History, as submitted / disclosed by the bidder as per the Annexure-12, will be done as follows:</p> <ol style="list-style-type: none"> 1. If in the opinion of BMC / Competent Authority, the actions taken by the authorities mentioned in the foregoing paragraph are not of a serious nature and / or not likely to affect the performance of this contract materially, the same may not be adversely considered against the bidder while evaluating the bidder's qualifications. 2. If in the opinion of BMC / Competent Authority, the actions taken by the authorities as mentioned in the foregoing paragraph are of grave in nature, the bidder may be declared ineligible as per Clause (23) j (2) hereinafter. 3. While performing the evaluation of the Litigation History, the BMC / Competent Authority will be at liberty to ask the bidder to clarify certain

	<p>points or provide additional information as deemed fit. While doing so, the BMC/Competent Authority shall clearly prescribe a time within which the bidder is expected to respond. The bidder shall submit such clarifications / information within the prescribed time.</p> <p>4. Notwithstanding the above, the BMC/ Competent Authorities may make appropriate references to the concerned authorities to ascertain the correctness of information submitted by the bidder.</p>
2.	<p><u>Extension:-</u></p> <p>The Municipal Commissioner reserves right to extend or open bids of EoI without assigning any reasons.</p>
3.	<p><u>Amendment to EoI documents</u></p> <p>Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and publish it on the portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the EoI documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'</p>
4.	<p>Bidder shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.</p>
5.	<p><u>Validity :-</u></p> <p>The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.</p>
6.	<p><u>Tender Fees:-</u></p> <p>Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on Mahatender portal through payment gateway of GOM on URLhttps://mahatenders.gov.in.</p>
7.	<p><u>Refund of E.M.D.</u></p> <p>1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per Mahatender procedure.</p>
8.	<p><u>Forfeiture of Entire EMD</u></p> <p>1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity)</p>
9.	<p><u>Tender Fees:-</u></p> <p>Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on Mahatender portal through payment gateway of GOM on URLhttps://mahatenders.gov.in.</p>

10.	<p><u>Refund of E.M.D.</u></p> <p>1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per Mahatender procedure.</p>
	<p><u>Acknowledging communications :-</u></p> <p>Every communication from the Office of Chief Medical superintendent &HOD (SHCS) Brihan Mumbai Municipal Corporation to the tenderer should be acknowledged by the Bidder with the signature of authorized person and with official rubber stamp of the Bidder.</p>
	<p><u>Where and how to submit the EoI :-</u></p> <p>(Refer Section 5- Flow of activities of Tender &Section 4 : Instructions to Tenderer participating in e-Tendering)</p> <p>The e-Tendering process of BMC is enabled through Mahatender portal 'https://Mahatenders.gov.in'</p> <p>The bid should be submitted online through website https://Mahatenders.gov.in in three Covers i.e. Fee/Prequel, Technical Cover & Finance Cover.</p> <p>All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However, the e-tender website or helpline numbers may guide you for obtaining the same</p> <p>Deadline for submission of bid – as per schedule mentioned in tender notice.</p>
	<p><u>Documents to be uploaded :-</u></p> <p>Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded.</p> <p>This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.</p>
	<p><u>Authentication for documents :-</u></p> <p>The responsibility to produce correct and authentic documents rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected, and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said bidders shall be instituted. The Municipal Commissioner shall also be entitled to recover from the bidders dues the damages/losses occurred thereof.</p>
	<p><u>Translation of certificates:-</u></p> <p>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.</p>
	<p><u>Sign and seal:-</u></p> <p>Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered</p>

	<p>by the Bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <p>i. If a tender is submitted by a firm, it shall be digitally signed by the Directors of the said firm or authorised representative only.</p> <p>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.</p> <p>iii. If a limited company/ Societies /Trust/govt. undertaking/semi govt. undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.</p>				
	<p><u>Power of Attorney (POA):-</u></p> <p>Notarized Power of attorney shall be granted by 2 directors/Managing Director /All partners, as the case may be in presence of 2 witnesses on Stamp paper of Rs.500/-.</p> <p>Note –</p> <table border="1" data-bbox="300 709 1367 863"> <tr> <td data-bbox="300 709 365 783">(a)</td><td data-bbox="365 709 1367 783">The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.</td></tr> <tr> <td data-bbox="300 783 365 863">(b)</td><td data-bbox="365 783 1367 863">If all uploaded documents are signed by Proprietor or 2 directors /Managing Director or All partners, as the case may be, POA is not required to be submitted.</td></tr> </table> <p>If Tender is awarded and Contract Documents are signed by POA Holder then at the time of contract POA is to be registered at the Office of Chief Accountant (B.M.C.)</p>	(a)	The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.	(b)	If all uploaded documents are signed by Proprietor or 2 directors /Managing Director or All partners, as the case may be, POA is not required to be submitted.
(a)	The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.				
(b)	If all uploaded documents are signed by Proprietor or 2 directors /Managing Director or All partners, as the case may be, POA is not required to be submitted.				
	<p><u>Unconditional offer:-</u></p> <p>Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the Highest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>				
	<p><u>Variation in rate:-</u></p> <p>Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>				
	<p><u>Firm price :-</u></p> <p>The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The tenderer should quote the basic rate and applicable GST percentage separately. The basic rates quoted shall be inclusive of all taxes and duties applicable except GST.</p>				
	<p><u>Contradictory Clause in tender :-</u></p> <p>Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>				
	<p><u>Alternative clauses in tender:-</u></p> <p>No alteration or interpolation will be allowed to be made in any of the terms or conditions of the tender & contract and / or the specifications and /or in the schedule of quantities. If any such alteration or interpolation is made by the tenderer, his tender shall be rejected.</p>				

<u>Rejection:-</u>	
The tender may be considered incomplete, irregular, invalid and liable to be rejected If	
a)	The tenderer stipulates own condition /conditions,
b)	Does not fill & sign the Tender Form incorporated in the Tender,
c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication
d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
e)	The Goods offered are not eligible as per the provision of the tender
f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.
g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
h)	Stipulated validity period less than 180 days.
i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
2)	Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
<u>Bidders address :-</u>	
<ul style="list-style-type: none"> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender <u>as per Annexure - 1</u>. Tenderer Participating in this bidding process have to furnish the details as per annexure – 1 	
<u>The Three Covers system</u> The tenderer should upload tender in Three Covers system as below.	
i.	The tenderer should upload tender in Three Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.

ii.	The tender shall be uploaded only by the tenderer with his own digital signature authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.
iii.	All the documents should be strictly uploaded in P.D.F. format
iv.	If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & Technical Cover/Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure -1 or on Mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on Mahatender Portal within 7 working days (excluding weekly & other holidays) from the date of intimation.
v.	The documents which are uploaded in Packet 'A' & Technical Cover/Packet 'B' with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. If the information of short documents (Packet 'A' & Technical Cover/Packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.
vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the <u>communication</u> regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any <u>communication</u> received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
vii.	The tenderer shall not disclose / quote the rate of the items in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not masked will not be accepted and item will be considered Non Responsive.
viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
xi.	All addendums /corrigendum shall be uploaded along with tender document

I	<u>Technical Bid Cover Contains following sub covers:-</u>
a)	<u>Fee Cover :-</u> The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/Package
b)	<u>Packet – ‘A’:</u> The following Documents shall be submitted in the Packet 'A':-
1.	Particulars about the Tenderer (Annexure –1)
2.	Tender form (Annexure -2)
3.	Undertaking to be signed by the Tenderer(Annexure-3a)
4.	Undertaking of insolvency/blacklisting to be signed by theTenders. (Annexure- 3b)
5.	Authorization letter for attending tender opening (Annexure-6)
6.	Articles of Agreement (Annexure 7)
7.	Authorization letter for Downloading and Uploading Tender (Annexure-8)
8.	Grievance Redressal Mechanism (Annexure 9)
9.	Form of integrity pact (Annexure- 10)
10.	Declaration by the tenderer regarding HSN Code & GST Tax% (Annexure 11)
11.	Details of criminal cases history Declaration shall be submitted by the tenderer on Rs.500/- stamp paper (Annexure 13)
12.	Annexure 14 Undertaking cum Indemnity Bond
13.	Tender document (except Annexures and only Mahatender copy should be uploaded.)
14.	<u>Firm/Company/Sanstha Registration Certificates.</u> i) Power of attorney in case of Limited. Co. / Pvt. Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm.
15.	<u>Solvency certificate</u> The tenderer should upload solvency certificate for minimum of <u>Rs. 30 Lakhs</u> from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 12 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
16.	<u>GST Registration Certificate (as applicable).</u>
17.	<u>PAN CARD</u> a) Tenderer’s own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm

	<p>ii) PAN Card of Company in case of Private limited Company-</p> <p>iii) PAN Card of a firm in case of Partnership firm</p> <p>c) PAN Card of the Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co. Op Society Registration Act 1960 (whichever is applicable)</p> <p>d) However, in case of public limited companies, semi government Undertakings, government undertakings, no PAN documents will be insisted.</p> <p>Note :- In case if PAN Card is without photograph then latest photograph of any one of the directors / Person holding power of Attorney shall be uploaded along with PAN Card.</p> <p>e) AOA&MOA</p> <p>f) GST Certificate</p> <p>g) Consortium Agreement</p> <p>h) EMD Payment Receipt</p>
18.	C.A.'s certificate for Turnover of the tenderer and Audited balance sheets
19.	Bidder shall submit Irrevocable Undertaking on Rs.500/- stamp paper as per 'Annexure-A'.
c)	<p>Technical Cover/ Technical Bid (Packet B)</p> <p>The following Documents shall be submitted in the Cover 'B' :-</p>
1.	Annexure- 4a: Financial Capacity of Bidder
2.	Annexure- 4b: Statutory Auditors Certificate
3.	Annexure- 4c Statement of Legal Capacity
4.	<u>Past performance/ experience certificate. (Annexure – 5 and or 5 a)</u> Past Performance or Experience / Technical Capacity Certificate should be in the name of Bidder or Hospital part of the consortium.
5.	Annexure 12 – Details of Litigation history.
6.	Nursing Home Registration of hospital(s)
7.	Medical Institution Affiliation Certificates with University (NMC/UGC)
d)	<p><u>Finance Cover / Commercial Bid (Packet C)</u></p> <p>The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.</p> <p>Rates accepted by BMC are exclusive of taxes only but while filling the BOQ, bidders must fill basic rate and applicable GST to evaluate the Final rate. It is mandatory for bidder to fill both these columns. If bidder fails to mention the GST % in specified column or have filled the inclusive rates in Basic</p>

	<p>rates column then their rates will not be considered for final evaluation and their offer will be made non-responsive.</p> <p>** All the documents uploaded in Administrative cover/ Technical Cover/ Finance cover should be digitally signed.**</p> <p><u>NOTE :</u></p> <ol style="list-style-type: none"> <u>While quoting the basic prices it must be exclusive of all taxes, All Duties, levies, Cess etc. The GST shall be quoted separately as mentioned above. The rate quoted will be taken into consideration for evaluation and price comparisons.</u> <u>Format for Premium Fee given in Appendix II, Bidder should fill ,sign and stamp on letter head before uploading the Packet ‘C’ as PDF Copy.</u> <u>Bidder Should quote Rs 100 in Price Bid for to be accepted as eligible bidder in this process of EoI.</u>
	<p><u>Taxes and Duties :-</u></p> <p>G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price Quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.</p> <p>Rate accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates , increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price Variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act.</p> <p>As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing ‘Anti Profiteering Measure’ (APM), ‘any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p>
	<p><u>Pre-bid Meeting :</u></p> <p>The pre-bid meeting will be held on 20/05/2025 at <u>venue – Conference Hall, 2nd floor, Annexe Building, Office of Hon’ble AMC(WS), Head Quarter, fort Mumbai, 400001.</u></p> <p>The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of</p>

<p>pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only.</p> <p>The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions.</p> <p>Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Nonattendance at pre-bid meeting shall not be a cause for disqualification of the tenderer.</p> <p>The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/ projects.</p>	
<p><u>Procedure for the opening of the tender Cover :-</u></p> <p>Administrative cover Packet 'A' & Technical Cover/Packet 'B' will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Finance cover/ Packet 'C' will be opened only if the administrative & technical offer in Packet, Administrative Cover/ Packet 'A' & Technical Cover/Packet 'B' is acceptable. In case the administrative and technical offer in Administrative cover/Packet 'A' & Technical Cover/Packet 'B' is found not acceptable or found incomplete and those who fail to pay applicable EMD, Tender fee, then Finance cover/ Packet 'C' will not be opened and offer will be kept out of consideration.</p> <p>The date and time of the opening of Finance cover/ Packet 'C' will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>	
<p><u>Evaluation of the tender (EoI) :-</u></p>	
i.	After opening of Administrative cover/ Packet 'A' & Technical Cover/Packet 'B', on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The Tender shall be on the basis of submitted substantiation documents.
ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the Tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.
iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such Tenderers shall be opened later, on a given date and time.
iv.	The documents which are uploaded in Administrative cover/ Packet 'A' & Technical Cover/Packet 'B' with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
<p><u>Internal Grievance Redressal Mechanism :-</u></p> <p>B.M.C. has formed PPP Cell under chairmanship of AMC (WS) for overall decision-</p>	

	<p>making body including for the Redressal of grievances of bidders/prospective bidders/ related to any differences/disputes on BMC patients and their bills for consideration of Concessionaire/authority.</p> <ol style="list-style-type: none"> 1. In the event of any grievance, the same shall preferably be brought in monthly or quarterly review meetings with an advance intimation of seven days. 2. It would be the bidder's responsibility to substantiate his claim/ grievance with proper documentary evidence/ records. 3. If the dispute is not resolved by the time of the next review meeting, the bidder shall notify PPP cell about the claim / grievance with all documents and minutes of the earlier review meeting wherein it was raised first. 4. The PPP cell will hear the bidder, examine the claim/ grievance and pass a reasoned order within Fifteen days of the hearing. If the bidder has been asked to provide additional information or clarifications, the order will be passed within fifteen days of receiving a response from the bidder. 5. If the bidder fails to respond within the prescribed period or appears for the hearing, the order will be passed <i>ex-parte</i>. 6. The decision of the PPP cell shall be final & binding. <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Redressal Committee.</p>
	<p><u>Acceptance of Tender/ Award of Contract :-</u></p> <p>The BMC will accept the all eligible bids submitted under this EoI.in next stage BMC will draft the Request for proposal based on input received from all bidders participated in this EoI process .</p> <p>Thereafter BMC will float final Request for Proposal for selection of partner for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded "Pandit Madan Mohan Malviya Shatabdi" Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi,Mumbai Maharashtra 400088</p> <p>The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the any tender and reserves the right to reject any or all tenders without assigning any reason.</p>
	<p><u>Integrity Pact (If Applicable) :-</u></p> <p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-10 duly signed and stamped on Rs.500/- stamp paper duly notarized.</p> <p>The tenderer shall offer the best prices for the subject concession period under TENDER as per the present market rates and that the bidder should not have offered less prices for the subject concession period under tender to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also.</p> <p>Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction</p>

	<p>given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever.</p> <p>Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p>
	<p><u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u></p>

Section 7: Description and Scope of Work

7.	<p>Introduction:-BMC one of the oldest Municipal corporation, as local self government body governed by Mumbai Municipal Corporation Act 1888.It perform its all essential public service related functions having many departments like Education, Public Health Department , Solid Waste Management, Storm Water Drain, Hydraulic Engineering for Water supply, &, various wards, supporting departments like Roads, Special Engineering, Central Purchase, Mechanical & Electrical, Refrigeration, Infrastructure Development Cell etc...</p> <p>Public Health Department primarily deals with Healthcare services provided by BMC. BMC is the only municipal corporation in the country, which provides all three tier services to its citizens. Primary Healthcare Services by operating 212 health posts, 192 dispensaries, 30 maternity homes and 5 specialised hospitals. Secondary Healthcare Services by operating its 16 peripheral hospitals & Tertiary Healthcare Services by operating its 4 Medical Colleges & Major hospitals with one Dental College & Hospital.</p> <p>BMC is committed for providing high-quality healthcare services to the residents of Mumbai. In line with this vision, BMC is running “Pandit Madan Mohan Malviya Shatabdi Hospital” having existing 220 bedded General Hospital in village Devnar, Govandi. In order to provide & strengthen healthcare services to the citizens of Mumbai, BMC is embarking on a significant project to establish a state-of-the-art total 580 bedded Newly constructed Multi Speciality & Super speciality Hospital Bulding of on CTS No 372(pt), 371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra at unitary campus of existing “Pandit Madan Mohan Malviya Shatabdi Hospital”. BMC has decided to undertake augmentation & operation of the newly constructed 580 bedded hospital and allowing the utilisation of the facilities of the hospital & allied infrastructure for Developing & Operating a “Medical College” with an annual</p>
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	<p>intake of 100 MBBS students through civic health collaboration mode.</p> <p>BMC invites this expression of Interest from interested parties who can participate and contribute their valuable inputs on various areas of scheme to finalize the terms & conditions of <u>Request for proposal</u> for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088 from healthcare service providers /or their authorized consortium of maximum two players, as per the provisions of the M.M.C. Act 1888 as amended till date.</p>																															
7.1	<p>Project Details: Establishment of a 100 Seat Medical College & augmentation, Operation& Management of attached 580 Bedded “Pandit Madan Mohan Malviya Shatabdi Hospital” through Civic Health Collaboration situated at land bearing CTS No 371(pt), 372(pt), at village Borala & CTS no 301/1A,306(pt) of village Devnar, Govandi, Mumbai Maharashtra</p>																															
7.2	<p>Site Location and Address: <i>land bearing</i> CTS No 371(pt), 372(pt), at village Borala & CTS no 301/1A,306(pt) of village Devnar, Govandi, Mumbai Maharashtra</p>																															
7.3	<p>Details of available infrastructure as below: Teaching Hospital Building</p> <table border="1"> <tr> <td>1</td><td>Name of Developer</td><td>Brihanmumbai Municipal Corporation</td></tr> <tr> <td>2</td><td>Architect</td><td>M/s Shashi Prabhu & Associates</td></tr> <tr> <td>3</td><td>Structural consultant</td><td>M/s Shashi Prabhu & Associates</td></tr> <tr> <td>4</td><td>Plot Area</td><td>41150.7 sq.m. (CTS 371/1,301/A,306, 307 & 308)</td></tr> <tr> <td>5</td><td>FSI</td><td>4 (May vary as per proposed Scheme)</td></tr> <tr> <td>6</td><td>Permissible Built up area</td><td>164602.8 Sq.m. (Final Area after actual measurement & assumptions based on Scheme)</td></tr> <tr> <td>7</td><td>No of Building</td><td>2 (Presently 2)</td></tr> <tr> <td>7a</td><td>Old Hospital Building& New Hospital Building</td><td>Existing Old Hospital Built Up Area :15743.88 Sq.m. New Hospital Built Up Area : 50741.99 Sq.m. Total Built Up Area : 66485.87 Sq.m.</td></tr> <tr> <td>7b</td><td>Proposed Morgue & PM Center</td><td>Proposed For Construction</td></tr> <tr> <td>8</td><td>Existing Capacity</td><td>Existing 220 Bedded Hospital & Newly Constructed 580 bedded Hospital.</td></tr> </table>		1	Name of Developer	Brihanmumbai Municipal Corporation	2	Architect	M/s Shashi Prabhu & Associates	3	Structural consultant	M/s Shashi Prabhu & Associates	4	Plot Area	41150.7 sq.m. (CTS 371/1,301/A,306, 307 & 308)	5	FSI	4 (May vary as per proposed Scheme)	6	Permissible Built up area	164602.8 Sq.m. (Final Area after actual measurement & assumptions based on Scheme)	7	No of Building	2 (Presently 2)	7a	Old Hospital Building& New Hospital Building	Existing Old Hospital Built Up Area :15743.88 Sq.m. New Hospital Built Up Area : 50741.99 Sq.m. Total Built Up Area : 66485.87 Sq.m.	7b	Proposed Morgue & PM Center	Proposed For Construction	8	Existing Capacity	Existing 220 Bedded Hospital & Newly Constructed 580 bedded Hospital.
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9	Description	Reserved Plot for Hospital.
10	Present Status	BMC is running 220 bedded General Hospital in G+2 Buliding. BMC has facilitated construction of 580 bedded Multispeciality & Superspeciality Hospital Building on adjutant Plot ready for Handing over.
11	Floor wise facilities In New Hospital Building tentative planning at the time of construction(To be a teaching Hospital)	
	Basement	Morgue, Store, Electric panel Room, AC Plant Room,69 Car Parking, etc
	Ground floor	Reception, EMS 13 bed, Radiology, PTOT, etc.
	1 st floor	OPD Complex of 40 Rooms, Pharmacy,2 Kitchens, 2 Canteens ,etc
	2 nd floor	OT complex of 10 no OT, Pre & Post op area of 17 beds, Surgical ICU 21 beds, ICU 20 Beds, MICU 13 beds,
	3 rd floor	Admin, MS office, Blood bank, Pathology Lab, ICU Waiting, Seminar Hall, CSSD, AHU etc.
	4 TH floor	Mother & Child block, Labour OT, OBGY ward 90 beds, NICU 20 bed, PICU 5 beds, etc ,
	5 th floor	ICU 20 Beds, Burn ward 15 Beds, Ortho ward 35 beds, Urology 10 beds, Plastic surgery 5 beds, General surgery 40 beds, etc
	6 th floor	General Medicine 81 beds, ENT 10 beds, Pediatrics 38 beds, Dialysis 10 beds, ophthalmology 10 beds, refuge area.etc
	Survive Floor	Services , transformer, Maintenance work shops, Medical record Dept, Biomed eng dept.etc
	7 th Floor	38 twin sharing Rooms,2 triple sharing rooms,4 studio apartment, 4 Two BHK,4 One BHK, Canteen, Library etc.
	8 th floor	Special Superspeciality Ward 123 beds (Gastro, Neuro, Haemat, Oncology, Nephro, Cardio etc.) 18 bedded Isolation wards etc
	9 th floor	Solar panel, Overhead tanks, Staircase room, etc
	Old Existing 220 bedded Hospital Building Details	
	Ground floor	Casualty,Registration,25 OPD rooms, Radiology, Pharmacy, Pathology, Emergency OT,ART HIV Center, etc.
	First Floor	Five Blocks of ward having 40 beds each,10 bedded MICU,10 Bedded NICU,10 bedded dialysis,
	Second floor	CMO & Admin Offices, MRD, Stores, OT Complex having 12 OT tables, 24 rooms of RMO quarters, Blood Bank etc.
	Terrace	Overhead Tanks, Solar Panels, etc

	NPFC Building	On same CTS as Existing Hospital Building
	<ul style="list-style-type: none"> • Special Note: BMC will provide access to project site for physical surveillance and available physical drawings, documents, other relevant paper etc on written special request of Bidder to Tender inviting Authority. 	
7.4	<p>Scope of Work: Purpose of EoI to receive input from interested bidder on terms & conditions of RFP, period, Scope of work, Obligations of parties ,Model of concession & other legal clauses to be taken in to consideration before floating the RFP for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088</p> <p>7.4.1 The bidder should conduct a detail feasibility study of existing infrastructure to be handed over “as is where is” basis, to fulfill the requirements of Medical college as per NMC norms.</p> <p>7.4.2 The bidder should come up with Details of Scheme for Development ,operation, maintenance and transfer of infrastructure, taking in to consideration of all activities, development of College building, refurbishment of Hospital building, objectives ,timeline etc and requirements of proposing & starting Medical College of annual intake capacity of minimum 100 MBBS students/ as permissible under NMC guideline.</p> <ul style="list-style-type: none"> • Bidder should suggest tentative guideline for scheme & timeline for Phase wise commissioning of Hospital Services from the date of signing of Concession Agreement • Mobilization Period : • Application To start Medical Teaching Institution : • Specialty covered (General & Specialty) OPD : • Starting of basic Diagnostic services : • Starting of General& Specialty wise IPD Services : • Starting of Operation theaters & Other : • Starting Of Super Specialty Services : • Starting of Medical teaching Institution :. <p>7.4.5 The bidder Should suggest mode like Design Finance Built Operate & Transfer (DFBOT) for construction & augmentation of the Medical teaching Institution Building as per requirements of NMC on Said Plot or wherever feasible to him.</p> <p>7.4.5 The bidder shall suggest the mode to operate and maintain the hospital as per terms and condition of concession agreement for fifteen years initially with provision for extension of another fifteen years with good performance of key</p>	

	<p>indicators. or more as per the requirements of NMC to establish medical college.</p> <p>7.4.6 The bidder shall suggest modus operandi to facilitate a smooth handing over of the hospital & Medical College facility to BMC after expiry tenure or termination of contract.</p>
7.5	<p>Terms & Conditions of Operation and Maintenance of the facility: <i>-(Tentative obligations mentions & bidders shall suggest on this)</i></p> <p>Tentative Operation and Maintenance obligations of the Concessionaire.</p> <p>During the Concession Period, the Concessionaire shall operate and maintain the facility and provide Healthcare Services.</p> <p>The Concessioner will be allowed to carry out minor repairs or changes, not amounting to any structural changes, to suit his planning requirements in teaching Hospital. In addition to this he shall submit the Scheme for development of medical college building and infrastructure as per NMC norms.</p> <p>If the proposed changes require approvals from any regulatory authorities under any statute, the concessioner shall procure such approvals before undertaking such works.</p> <p>The concessioner shall be under obligation to comply with such conditions as prescribed by the said authorities while approving the changes.</p> <p>. The obligations of the Concessionaire hereunder shall include:</p>
	<p>I. Undertaking operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Hospital and Medical Teaching institution for providing Healthcare Services in conformity with the Good Industry Practices/Specified by NMC.</p>
	<p>II. Undertaking operation and maintenance of the Hospital & Medical Teaching Institution in an efficient, coordinated and economical manner, in compliance with the Specification and Standards;</p>
	<p>III. Undertaking, in compliance with the terms and conditions of the TENDER / Agreement including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practices for:</p> <p>(i) the operation of the Hospital & Medical Teaching Institution to provide Healthcare Services as per need of patients, and</p> <p>(ii) the maintenance of the Hospital & Medical Teaching Institution facility</p>
	<p>IV. Obtaining and maintaining Hospital& Medical Teaching Institution / facility throughout the Concession Period, recognition of all relevant statutory bodies or Government Instrumentality, rendering the medical educational services and other allied facilities</p>
	<p>V. Maintaining throughout the Concession Period, recognition of relevant statutory bodies or Government Instrumentality for the operation of the</p>

	Hospital& Medical Teaching Institution , rendering the Healthcare Services and other allied facilities as provided in TENDER for use by the Users
VI.	Undertaking routine maintenance including prompt repairs of all elements and components of the Hospital& Medical Teaching Institution , so as to ensure compliance with the Maintenance Requirements and the Specification and Standards
VII.	Undertaking major maintenance, replacement of components and parts, repairs to structures, and repairs and development of associated facilities including the Ancillary Facilities
VIII.	Providing round the clock security at the Site for Hospital& Medical Teaching Institution and providing with the assistance of the concerned law enforcement agencies, any encroachments on or authorized entry on the Site for Hospital& Medical Teaching Institution.
IX.	Undertaking protection of environment and provision of Equipment and materials thereof in accordance with the Applicable Laws, Applicable Permits, terms of this Agreement and Good Industry Practice
X.	Providing efficient lifts, information systems, public address systems and lighting systems
XI.	Providing efficient management of the patients visiting the Hospital & Medical Teaching Institution to avail outpatient services by introducing token system to ensure smooth functioning of the services
XII.	Ensuring that the Hospital & Medical Teaching Institution building is accessible to the patients in need round the clock, with provision for monitoring the visiting hours to the Patients admitted in the Hospital
XIII.	Ensuring provision of ramp ways, modified toilets, wheel chairs and earmarked parking slots in conformity with Specifications and Standards and Good Industry Practice, and at no extra cost to users requiring special assistance
XIV.	Ensuring proper signs, markings and display within the Hospital & Medical Teaching Institution to direct the patients & relatives to the appropriate sections of the Hospital,
XV.	The Beds shall be earmarked as ward Beds and intensive care unit Beds in accordance with the Applicable Laws. In case of non-availability of Beds, the Concessionaire shall provides all necessary services to patients otherwise, subject to the provisions of Applicable Laws, Applicable Permits,
XVI.	The Concessionaire's personnel responsible for the admission of a Patient into the Hospital shall, at the time of admission of the Patient in the Hospital, inform such Patient of the availability of the Beds.
XVII.	The Concessionaire shall maintain, in conformity with Good Industry Practice and Applicable Laws and Applicable Permits, all stretches of approach roads, or other structures situated around the Site for Hospital& Medical Teaching

	Institution.
	XVIII. The Concessionaire shall abide with the General & Special terms & conditions mentioned in TENDER and Concession Agreement signed thereon
	<p>General Terms & Conditions for Concession/ premium Fee (Tentative)</p> <ul style="list-style-type: none"> • Advance Concession Fee to be paid. • Penalty shall be charged for delay of payment of advance annual concession fee. • In case of delay in commissioning of project as per scheme of concessionaire presented and agreed by authority, Penalty fee shall be applicable on pro-rata basis.

SECTION 8 :SPECIAL CONDITIONS OF SCOPE	
8.1	<p>Establishment of a 100 Seat Medical College & augmentation, Operation& Management of attached 580 Bedded “Pandit Madan Mohan Malviya Shatabdi Hospital ” through Public Private Partnership Mode for the period of 30 Years with provision of extension for another 30 years situated at land bearing CTS No 371(pt), 372(pt), at village Borala & CTS no 301/1A,306(pt) of village Devnar, Govandi, Mumbai Maharashtra:-Operation and Maintenance obligations of the Concessionaire (Tentative obligations mentions & bidders shall suggest on this)</p> <p>During the Concession Period, the Concessionaire shall operate and maintain the facility and provide Healthcare Services to the Users, and if required, modify, repair or otherwise make improvements to the Hospital, to comply with the provisions of Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice subject to prior written consent from the authority. The obligations of the Concessionaire hereunder shall include.</p> <p>8.1.1 Undertaking operation and maintenance of the Hospital & <i>Medical Teaching Institution</i> in an efficient, coordinated and economical manner, in compliance with the Specification and Standards.</p> <p>8.1.2 Undertaking, in compliance with the terms and conditions of the TENDER / Agreement including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practice: (i) the operation of the Hospital & <i>Medical Teaching Institution</i> by itself and provide Healthcare Services to the Users, and (ii) the maintenance of the Hospital & medical Teaching Institution.</p>
8.2	<p>Obligations of Concessionaire:</p> <p>a. The concessionaire shall take over the possession of the site on “As is where is” basis along with the existing structures constructed for hospital within one month from the date of receipt of the LOA, failing which E.M.D. paid by him shall be forfeited, without any notice.</p> <p>b. The Concessionaire shall be responsible for maintenance of all equipments / machinery/ lifts/appliances/air conditioning plants/ escalators/Pneumatic system / MGPS/Biomedical waste management/STP/ETP etc. if handed over with project</p>

	<p>hospital “as is where is” basis.</p> <p>c. The concessionaire shall display a notice board essentially in Marathi and also on the conspicuous part of the said plot, indicating that it is a Municipal property.</p> <p>d. The concessionaire shall use the said HOSPITAL & Medical Education facility only for permitted activity and not for any other purpose whatsoever unless obtained permission of competent authority in advance .</p> <p>e. The concessionaire shall be responsible for any misconduct on the part of his Employee(s) or any nuisance caused directly or indirectly by them.</p> <p>f. The concessionaire shall forthwith, at his own cost and expenses comply with any requisitions, orders and/or notices that may be made of issued by the Municipal Commissioner/Director (MEMH)/Chief Medical Superintended (secondary Healthcare Services) /Executive Health Officer / OSD/Authorised Officer, Food and Drugs Administration to any other municipal officer or public body pertaining to any matter in connection with the running of the facilities.</p> <p>g. The concessionaire shall not carry out any additions/alterations of any kind whatsoever, permanent or temporary in the premises/structure during the tenure of Concession period without prior permission from competent authority.</p> <p>h. In the event of breach of any of the terms and conditions of this agreement by the concessionaire, the Commissioner or any other officer appointed on his/her behalf shall give Sixty Days notice to the Concessionaire to rectify the breach/breaches. Failure on the part of the Concessionaire to rectify the breaches within this sixty days period will cause the Commissioner to terminate the agreement between the concessionaire and the BMC and forfeit all deposits, premia, fees, charges paid by the Concessionaire including taking over possession of hospital premises etc.</p> <p>i. The proposed hospital & Medical Teaching Institution to be run by the concessionaire shall be under entire control of the Concessionaires.</p> <p>j. The Concessionaire shall appoint required staff in various categories so as to run it as General Hospital, super-specialty hospital and the management of the same will be under the control of the said concessionaire.</p> <p>k. The said concessionaire will run a hospital& Medical Teaching Institution in the premises to be allotted to them for rendering medical services to the citizens “other than BMC Patients” at reasonable/moderate rates. Facilities like cafeteria, chemist's shop, gift shop, communication booth, Administrative offices or any other user as permissible under applicable law & standards of Good industrial practices may be provided.</p> <p>l. The concessionaire shall display a digital display board showing real-time availability and occupation of beds reserved for “BMC patients” at the reception.</p> <p>m. The Concessionaire shall make available fully equipped air conditioned office with 1 data entry operator and 1 Peon as assistance staff at concessionaires cost to OSD at admin block within the premises.</p> <p>n. The concessionaire shall provide access to OSD in the HMIS software to validate</p>
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	<p>all information's of BMC patients.</p> <p>o. The concessionaire shall pay the water, Electricity charges etc.</p>
8.3	<ul style="list-style-type: none"> • Key Performance Indicators: • The concessionaire shall at all times ensure that the hours of availability of all services provided by the Hospital conform to Good Industry Practice. • all the Healthcare Services, excluding the outpatient Healthcare Services, as may be required in accordance with Good Industry Practice/ and Applicable Laws, are available 24 (twenty-four) hours a day and on all days in a year; • The outpatient Healthcare Services are available at the Hospital at least from Monday to Saturday of each week between 9.00am and 5.00pm. • Emergency services are available at the Hospital, 24 (twenty-four) hours a day and on all days in a year with adequately trained staff to provide these emergency services; • Medical teaching facilities as per the norms specified by NMC / UGC /GoI time to time. • Electricity back up with optimal capacity of gen-set is maintained, in accordance with Good Industry Practice; • Definition Of BMC Patients: <ul style="list-style-type: none"> ○ The citizens residing in the area of BMC (Mumbai City & Mumbai Suburban Region) having Yellow or Orange Ration Card issued by Government of Maharashtra. ○ BMC's in-service & retired Employees & their respective family (Spouse, Children & Parents) ○ BMC's Seating Councilors & their respective family (Spouse, Children & Parents) ○ Patients referred by BMCs Major Hospitals, Peripheral Hospitals, Maternity Home, Dispensaries etc • Reservation of Beds for BMC patients: <ul style="list-style-type: none"> ○ The concessionaires shall reserve in total 264 beds out of all working beds for BMC patients. ○ These beds shall be exclusively made available to BMC patients on first come basis. ○ There should not be any discrimination for BMC patients by any reason so for in getting treatment at hospital. ○ These beds shall be independent of any other schemes like ESIC/CGHS/Private TPA etc. • OSD appointed by BMC shall monitor all key performance indicators and submit report on monthly basis to respective authorities.

	<p>Special Terms & Conditions for reimbursement of expenses incurred by the concessionaire towards BMC patients in certain conditions:-</p> <ul style="list-style-type: none"> • “The Hospital Service Rate” (HSR) means rate by which the concessionaire is bound to provide all services (OPD/IPD/Surgery/Diagnostic Services, etc.) to the BMC patients. • The concessioner is bound to provide or make available these treatments to BMC patients at the HSR List rates only. The concessioner is expressly prohibited from charging BMC patients more than the prescribed rates. • <i>The concessionaire shall implement MJPJAY/PMJAY-AB /other Govt Schemes.</i> • The concessioner shall set up a separate Help desk to get patients covered under the schemes • <i>The concessionaire shall take all efforts to enroll BMC patients under such schemes.</i> • <i>The concessionaire shall not claim treatment expenses of BMC patients enrolled under such schemes & the concessionaire shall obtain reimbursement through schemes only.</i> <ul style="list-style-type: none"> • BMC OPD patients: <ul style="list-style-type: none"> ○ The concessionaire shall provide General/Specialty/Super-specialty OPD as per scheme he has submitted and approved by authorities. ○ All Scheduled items like medicines/Surgical(s)/Consumables etc shall be dispensed through Jan Aushadhi Shop/Generic Medicine store to the BMC OPD patients. ○ All Non-Schedule Medicines/Surgical(s)/Consumables shall be charged to BMC patients directly. • In no event and under any pretext, the concessioner shall deny admission to BMC patients or refuse to provide the treatment or services as required by the patient • The OSD shall supervise such monthly patients charging and service availability and inform to competent authority of BMC.
8.5	<p>OTHER CONDITIONS: (Tentative obligations mentions & bidders shall suggest on this)</p> <p>8.5.1 Safety and Security</p> <ol style="list-style-type: none"> a. The Concessionaire shall provide and maintain perimeter fencing or other suitable protection around the hospital and shall be responsible for the security arrangements for the hospital in order to maintain safe and orderly conduct of its business and the security thereof. b. The Concessionaire shall install and operate a closed-circuit television system (CCTV) to monitor the hospital and such other parts of the hospital

	<p>as may be necessary and expedient for safe operations of the hospital in accordance with Good Industry Practice.</p> <p>c. The Concessionaire shall engage and depute trained personnel for maintaining the security and safety of users inside the site for hospital in accordance with Good Industry Practice.</p> <p>d. The Concessionaire shall ensure that biomedical waste is segregated, labeled and dispose of in accordance with applicable law.</p> <p>8.5.2 Quality of Healthcare Services</p> <p>a. The concessionaire shall ensure that all patients in the hospital receive quality care in accordance with the provisions of Good Industry Practices, Good Clinical Practice.</p> <p>b. The Concessionaire shall ensure that no patient or category of patients is discriminated against or unduly favored, as the case may be, in the use of the hospital. The Concessionaire agrees that it shall not refer any “BMC Patient” to any other healthcare facility (either BMC or otherwise) without a valid reason, which shall be recorded in writing and countersigned by the designated OSD.</p> <p>c. The Concessionaire shall ensure that access, assessment and continuous care of patients, management of medication, patient rights and education, infection control and continuous quality improvement are in accordance with Applicable Laws, Applicable Permits, Good Healthcare Practice, Good Clinical Practice and Good Industry Practice.</p> <p>8.5.3. Human Resources:</p> <p>a. The hospital& Medical Teaching Institution shall have well qualified clinical staff members (doctors, nurses, technicians, paramedical staff etc.) as per the requirements set out in Applicable Laws in each of the departments in accordance with the NMC Norms and other applicable healthcare guidelines from time to time.</p> <p>b. The concessionaire shall procure and ensure that all staff engaged in the provision of healthcare services are suitably qualified and receive sufficient training and instructions in accordance with Good Industry Practice and standards of their relevant professional body, if any, for execution of their duties, which shall at a minimum be compliant with the performance standards</p> <p>c. The Concessionaire shall comply with the standards set forth in the Applicable Laws.</p> <p>8.5.4. Equipment:</p> <p>a. The Concessionaire shall procure, install and commission all Equipment, medical devices, apparatus, facilities and all other support and ancillary infrastructure as necessary for development, operations and maintenance of the Hospital& Medical Teaching Institution and providing healthcare services as per the Scope of the Project and as required under the</p>
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	<p>Applicable Laws.</p> <p>b. The Concessionaire shall ensure that all Equipment, medical devices, apparatus and facilities are in running and working condition and are calibrated, upgraded or replaced from time to time according to their life span or its impending obsolescence and in compliance with the certification requirements of the concerned competent authorities.</p> <p>8.5.5. Operation of software:</p> <p>Concessionaire shall ensure that it operates on at least [1(one)] of the computer system at the Hospital pertaining to state wide management information system; [HMIS, e-Mamta, SNCU software, e-Aushidhi, UDID etc.] as may be notified by the Authority from time to time. The Concessionaire shall bear all costs in connection with purchase, royalty, if any, renewal etc. of the software.</p>
8.6	<p>Obligations of BMC (<i>Tentative obligations mentions & bidders shall suggest on this</i>)</p> <ul style="list-style-type: none"> ▪ BMC shall hand over the said Project on “As is where is” basis along with the existing main building, Ancillary Buildings & utility rooms. ▪ BMC shall provide architectural drawings, structural drawings for all the existing structures to the concessionaire which are available with the BMC on “as is where is” basis. ▪ It will be the responsibility of the BMC to remove all the unauthorized structures / encroachments from the plot. ▪ BMC shall provide assistance to the Concessionaire for obtaining various permissions / licenses / compliances from regulatory / non regulatory authorities. ▪ Any unreasonable delay on the part of BMC in approval of schemes submitted for approval after or giving any information required for successful implementation of the project or handing over of this plot removal of encumbrances etc. shall be compensated by way of extension of the project period to that extent, on receipt of application form concessionaire for the same. The BMC shall not be liable to pay any monitory compensation on account of any of the above reasons. The decision of the Commissioner in this respect shall be final. ▪ Appointment of Officer on Special Duty (O.S.D): <ul style="list-style-type: none"> ○ The Municipal Commissioner shall appoint an “Officer on Special Duty” with delegated powers and Duties for overall monitoring of the facility. OSD shall be nodal for any types of communications between concessionaire and authorities. ▪ O.S.D. shall supervise & address the concerns for treatment of “BMC Patient” at the rates mentioned in HSR list as Appendix 3 with this TENDER. <p>& other matters, BMC may invite inputs to finalize RFP document.</p>

Annexure -1

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Date:-.....

General Information of Bidder

(on Company Letter-head)

(Along with supporting documents, if any)

To,

The Commissioner,

Brihanmumbai Municipal Corporation,

Mumbai, 400001

1. Details of the Bidder:

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

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

3. In case of a Consortium:

- a. The information above (1-2) should be provided for all the Members of the Consortium.
- b. A copy of the Joint Bidding Agreement should be attached to the Bid.
- c. The following information shall also be provided for each Member of the Consortium:

Name of the Bidder / Member of the Consortium

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

1. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

(Signature with date)

(Name and designation)

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

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

Annexure -2

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

Tender Form

(To be uploaded in PACKET A)

To,

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

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

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

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

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online for Rs..... 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.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Signature of the tenderer with

Official Seal and Address.

1.....

2.....

3.....

4.....

Full Names and Residential Address

of all the partners constituting

The firm:

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

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

3.
.....

PORTAL COPY

Annexure – 3a

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

Undertaking to be signed by the tenderer.

(To be uploaded in PACKET A)

Tender No.:

Date-

Due Date:

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

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

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

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

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

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

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

Municipal Corporation Act.

6. I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service partnership and abide them throughout the period of contract.

7. I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

8. I / We shall not sublet the work to any agency without prior approval of the BMC.

9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-

a) I / We fail to keep the e-tender open as aforesaid,

b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,

c) I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.

d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.

10. I/We..... hereby further state and declare that-

I/We are.

- not declared insolvent any time in the past.
- not debarred/ blacklisted by either BMC/ central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act.,

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

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

13. I/we further confirm that the information/document submitted by me regarding GSTIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from

participating in the tenders for BMC for 10 years.

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

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

OR

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

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

OR

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

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

OR

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

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

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

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

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

"I/We do hereby further undertake that; we have offered the best prices for the subject concession fee as per the present market rates. **Further, we do hereby undertake and commit that we have not offered in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMC also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

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

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

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

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

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

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

Full name and complete address with

Yours faithfully,

Tel. Nos. & E-mail address of

all partners

Signature of Tenderer

Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

Note:-

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

Annexure – 3b

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

UNDERTAKING TO BE SIGNED BY BIDDER

(To be uploaded in PACKET A)

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

“I/We..... (-----)”

Hereby state and declare that-I/We are.

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

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

Solemnly affirmed on this _____ the day of _____ 20 .

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

Yours faithfully,

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

WITNESS:

(1) Full Name

And Address

.....

Signature

(2) Full Name

And Address

.....

Signature

Note: -

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

Annexure - 4a

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

PRO-FORMA FOR FINANCIAL CAPACITY OF BIDDER

(If Hospital as single Entity/)

(To be uploaded in PACKET B)

ANNUAL TURNOVER AND NET WORTH STATEMENT

Name of Bidder & Address:.....

Sr. No .	Bidders type	Financial Year	Annual Turnover (INR)	Average Annual Turnover	Net Worth (INR)
1	Single entity Bidder	2021-22			
		2022-23			
		2023-24			
2	Lead Member	2021-22			
		2022-23			
		2023-24			
3	Consortium Member 1	2021-22			
		2022-23			
		2023-24			
		Average Annual Turnover of Last 3 Years(FY20 21-2022, 2022-23, 2023-24)			

Note: In case of consortium, the average annual turnover / Net worth of each member of consortium shall be added to derive the financial capacity

Example: as per below table:

Sr.No.	Bidders type	Financial Year	Annual Turnover (INR)	Average Annual Turnover	Net Worth (INR)

1	Lead Member(A)	2021-22			
		2022-23			
		2023-24			
2	Consortium Member1 (B)	2021-22			
		2022-23			
		2023-24			
		Average Annual Turnover of Last 3 Years (FY 2021- 2022, 2022-23, 2023-24)	A+ B		

Annexure –4b

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

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

Certificate from the Statutory Auditor

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

Name of CA

Firm Name

Sign & Stamp

UDIN No

Date Email ID

NOTE :

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

Annexure –4c

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

**PROFORMA FOR STATEMENT FOR LEGAL CAPACITY OF AUTHORIZED
SIGNATORY**

(To be uploaded in PACKET B)

Statement of Legal Capacity

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

Ref.Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please tick out whichever is not applicable.*

ANNEXURE- 5

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

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

“M/s _____ have in total (No. of Beds) under operation. Our institution is registered at _____ location/locations from (month/year). The services and specialties covered under Medical teaching Institution healthcare services are satisfactorily”.

Signature and designation of the
Authorized officer issuing certificate

NOTE:

- 1) Bidder should attach all nursing home registrations to prove claim of number of beds under operation.
- 2) if Bidder is Consortium then should attach required certificates of Hospital as a part of consortium .
- 3) Experience Certificate should be self certified by Directors/Authorized Signatory.
- 4) Scanned copies shall be uploaded in the PACKET B

ANNEXURE- 5A

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET B)

PRO-FORMA FOR STATEMENT OF EXPERIANCE

CERTIFICATES/Technical Capacity

(For the period of last five years)

Tender No. : _____

Name& Address of the Tenderer: _____

- 1. Details of Multi-specialty or super-specialty hospital attached as teaching Hospital to Medical college under our management in India:**

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

- 2. Details Medical College Affiliated with University:**

Sr.No.	Name of Medical College & Attached Teaching hospital	Type of accreditation (UGC/NMC)	Date of obtaining affiliation	Annual Intake capacity

- 3. Number of years of operating experience of multi-specialty or super-specialty hospitals & Medical Teaching Institution in India:___**

Signature of Authorized Signatory

Name:

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

- Certificate from a Chartered Accountant certifying the above details
- Copy of the UGC/NMC Affiliation certificate for the hospital & Medical Teaching Institution whose details have been provided under (3) above.

Annexure -6

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

Authorization Letter for Attending Tender Opening

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____
due on

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

Yours faithfully,

Signature and seal of the tenderer

Specimen Signature of representative

Note: - Photo ID of Representative is compulsory

Annexure – 7

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

Pro-forma of ‘Articles of Agreement’ for the Public Private partnership

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

**Contract for Concessioner Agreement
of: _____**

During the period from

to

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

.....

.....

.....

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

.....

.....

.....

in Mumbai under the style and name of Messrs

.....

..... (Hereinafter called “the contractor of the one part and Shri

.....

.....

... and the Deputy Municipal commissioner (PH) in which expression are included unless

the inclusion is inconsistent with the context, or meaning thereof, his successor or

successors for the time being holding the office of Deputy Municipal commissioner (PH)

of the second part and the Brihanmumbai Municipal Corporation (hereinafter called “the

Corporation”) of the third part, WHEREAS the contractor has tendered for the

construction, completion and maintenance of the works described above and his tender has

been accepted by the Commissioner (with the approval of the Standing

Committee/Education Committee of the Corporation

NOW THIS AGREEMENT WITNESSETH as follows:-

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

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

1) _____

2) _____

D.M.C.(PH)

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

Affixed on this _____ day of _____

SEAL

Two Thousand _____ in the presence of

1) _____

2) _____

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

Witness _____

Municipal Secretary _____

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

ANNEXURE – 8
No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)
Authorization Letter for Downloading and Uploading Tender

To,

The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

ANNEXURE – 9

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

ANNEXURE – 10

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

FORM OF INTEGRITY PACT

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

WHEREAS THE BMC invites for the -----

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

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

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

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

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

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

1. COMMITMENTS OF THE B.M.C.

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

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

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

proposals and business details including information obtained or transmitted electronically.

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

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of

commission, the BMC or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible health for the purpose of such examination.

9. MISCELLANEOUS

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

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

BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

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

ANNEXURE – 11
No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

Declaration by the tenderer regarding HSN Code & GST TAX %
The annexure shall be on the letter head of the tenderer.

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

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

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

ANNEXURE – 12

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET B)

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

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

ANNEXURE – 13
No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder)

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

Or

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

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

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

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

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

ANNEXURE – 14
No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET A)

UNDERTAKING CUM INDEMNITY BOND

We,

(1) Mr. _____ Aged _____ Yrs

(2) Mr. _____ Aged _____ Yrs

(3) Mr. _____ Aged _____ Yrs

Proprietor / Partner / Directors / Power of Attorney Holder of the firm
_____ having it's office _____ here by
gives an UNDERTAKING CUM INDEMNITY BOND as under:

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

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

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

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

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

Place :

Dated :

Proprietor/ Partners/Directors/POA

(Seal of Firm / Co.)

Identified by me,

BEFORE ME

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

ANNEXURE – A

No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

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

I Shri/ Smt.aged year Indian inhabitant. Proprietor/Partner/ Director of M/s..... Resident atdo hereby give Irrevocable undertaking as under.

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

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

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

DEPONENT
BEFORE ME

Appendix-II: Selection Bid
No. Ch. MS&HOD/SHCS/PPP/ 1621 Dated 13.05.2025

Tender ID :2025_MCGM_1179509

(To be uploaded in PACKET C)
Pro-Forma for Packet C

Dated:<< >>

To,

The Municipal Commissioner/ Additional Municipal Commissioner
Brihanmumbai Municipal Corporation

Sub: Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088.

Sir,

1. With reference to your Request for Proposal vide Tender No:<< >>, dated<<>>, I/we are here with submitting our Selection Bid as per Annexure I below for the subject project.
2. I/We agree to keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date as specified in the TENDER.
3. The Bid is unconditional.
4. I/We agree and undertake to abide by all the terms and conditions of the TENDER document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the TENDER document.
5. I/We offer an **Fee of Rs 100/- (Rupees Hundred Only)** payable for Eligibility of bidder to participate in the process of EoI.

Sr. No	Particulars	Rs. in INR /per annum
1	Expression of interest invited from interested parties to finalize Request for Proposal for establishment of 100 seats of M.B.B.S. Medical College with augmentation, operation & maintenance of attached 580 Bedded teaching hospital in the campus of existing 220 bedded “Pandit Madan Mohan Malviya Shatabdi” Municipal General Hospital, through Civic Health Collaboration Mode situated at land bearing CTS No 372(pt),371(pt) at village Borala & CTS no 301/1A, 306(pt) of village Devnar, Govandi, Mumbai Maharashtra 400088	

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

Signature of Authorized

Signatory Name & Designation:

(Name & Seal of the Bidder)