

BRIHANMUMBAI MUNICIPAL CORPORATION

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



REQUEST FOR PROPOSAL

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

MUMBAI

Website : <https://mahatenders.gov.in>

e-Tender ID-2025_MCGM_1156707_1

Office of

Dy.Ch.E.(M and E) C.P.D.,

566, N. M. Joshi Marg,

Byculla (West), Mumbai – 400 011

Prepared by
SE(CPD)

Checked by
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Verified by
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Dy.Ch.Eng.(M&E)CPD

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SECTION 1 :**E-TENDER NOTICE****BRIHANMUMBAI MUNICIPAL CORPORATION****CENTRAL PURCHASE DEPARTMENT****566, N.M. JOSHI MARG, BYCULLA (WEST) MUMBAI - 400 011.****e- PROCUREMENT TENDER NOTICE****No.CPD/Dy. Ch. Eng./TDR./ 47 /AE-5 of 2024-2025****Mahatender ID-2024_MCGM_1156707_1**

The Commissioner of Brihanmumbai Municipal Corporation invites the following online tender as given below in two Packet systems i.e. Packet –A (Administrative and Technical), Packet-C (Commercial) from the Laboratory service provider. The tender copy can be downloaded from BMC’s portal (<http://www.mcgm.gov.in>) under “Tenders” section. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>) only.

Bidders/ Service providers 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 user name and password to his Mail Id. Bidders/ Service providers 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, Interested Bidders should follow the respective links provided in Mahatenders Portal (<https://mahatenders.gov.in>)

All interested vendors, are required to be registered with BMC .Vendors not registered with BMC before can apply online by clicking the link ‘Vendor Registration’ under the ‘e-Procurement’ section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor registration.

The administrative, technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No	Description	Tender Fee (₹)	EMD (₹)	Start Date and Time of online Bid Downloading	End Date and Time Of online Bid Submission
1.	Selection of service provider for lab investigation facilities under ‘Hinduhridaysamrat Balasaheb Thakeray Chikitsa’ for BMC dispensaries and hospitals	₹27,500/- + ₹4,950/- (18% GST) = ₹32,450/-	₹ 20,00,000/-	13.03.2025 at 16:00 hrs	19.03.2025 at 16:00 hrs

The pre-bid meeting will be held on **11.03.2025 at 3:00 pm** venue of the same is at Conference Hall near A.M.C.'s office, 2nd floor, Municipal Head Office Annex Building, Municipal Sabhagruh Marg, Mumbai-400 001.

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

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

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

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

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

Sd/ 04.03.2025
Dy. Chief Engineer (C.P.D.)

Address for Communication and Venue for opening of bid :

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

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

MUMBAI – 400 011.

Tel. No. 022-23083161 extn 207

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

For detailed tender document please scroll down

SECTION 2: HEADER DATA	
E-Tender No.	<u>Dy.Ch.E./CPD/ 40 /TDR/AE-05 of 2024-25</u>
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Selection of service provider for lab investigation facilities under 'Hinduhridaysamrat Balasaheb Thakeray Chikitsa' for BMC dispensaries and hospitals
Contract period	4 Years
Tender fee of E-Tender	Rs. 27,500/-+ Rs.4,950/- (GST 18%)= Rs.32,450/-
Earnest Money Deposit	Rs. 20,00,000/-
Pre Bid Meeting	11.03.2025 Upto 15.00 Hrs Venue- Conference Hall near A.M.C.'s office, 2nd floor, Municipal Head Office Annex Building, Municipal Sabhagruha Marg, Mumbai-400 001.
Start Date and Time of Bid Submission	13.03.2025 Upto 16.00 Hrs
End date & time Bid Submission	19.03.2025 Upto 16.00 Hrs
Opening of Packet A	As mentioned in https://mahatenders.gov.in
Opening of Packet B	
Opening of Packet C	
Address for Communication	Office of: Dy.Ch.E.(M&E)CPD <u>566, N.M.Joshi Marg, Byculla (West),</u> <u>Mumbai – 400 011.</u> Tel. No. 022-23083161 Ext 217/218
Venue for opening of bid	Same as above

SECTION 3: PREAMBLE

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

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

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

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

OBJECTIVE

In Brihanmumbai Municipal Corporation Health Care services are provided through three tier system at Primary, Secondary & Tertiary level. At primary level outreach services are provided through 210 Health Post & basic and speciality Medical services are provided through 440 Dispensaries and HBT polyclinics, 30 Maternity Homes, 3 Urban Health Centres, 05 Speciality Hospitals, 16 Peripheral Hospitals and Dr. R.N. Cooper Hospital and HBT Traumacare Hospital. Lab facility is available at some of the dispensaries and hospitals only. Hence BMC is intent to select service provider for offering standard and qualified Laboratory facility under “Hinduhriday Balasaheb Thakeray Chikitsa”

SECTION 4 : INSTRUCTIONS TO VENDORS PARTICIPATING IN E-TENDERING

1.	The e-Tendering process of BMC is enabled through Mahatender portal (https://mahatenders.gov.in). However, tender document can be downloaded from BMC's portal website under "Tenders" section or from Mahatender portal
2.	Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/ IDRBT/ MTNL Trustline/ SafeScript/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.	Tender fee (as mentioned in the Header Data) should be paid by all bidders online.
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. Vendors trying to submit the bid at last moment just before due date and due time and failing to do so due to system problems at their end, internet problems, User Id locking problems etc. shall note that no complaints in this regard 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 vendors to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus free signatures etc. Vendors 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 vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply on-line by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal, Vendors already registered with BMC need to contact helpdesk to extend their vendor 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 vendor 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 vendors 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> TENDERERS ARE REQUESTED TO GO THROUGH THE bid submission guidelines as given in Bidders manual kit – online bid submission – Two Cover Bid Submission New’ on -tendering portal of Government of Maharashtra i.e. ‘https://mahatenders.gov.in’ Bidders who wish to participate in the Bidding process must register on the website http://www.mahatenders.gov.in/nicgep/app. 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 user name and password to his Mail Id. Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA). Interested Bidders should follow the “Manuals” available on Mahatender Portal (https://mahatenders.gov.in)</p>	

SECTION 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 this tender 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 (as mentioned in the Header Data) should be paid by all bidders on line 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 and 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.	Technical offer, i.e. Packet 'B' of only those bidders who are found to be responsive in the evaluation of administrative offer will be opened online.
10.	Commercial bids i.e. Packet 'C' of only those bidders who are found to be responsive in the evaluation of administrative & technical offers, as decided in tender committee meeting will be opened online. After finalized L1 bidder, it is necessary to give demonstration of quoted model by L1 bidder.
11.	Recommendations to higher authorities and Standing Committee for sanction to award the contract, as decided in tender committee meeting.
12.	Payment of Contract Deposit, Legal Charges within period of thirty days from the date of receipt of Acceptance Letter by successful bidder for execution of written contract with payment of requisite stamp duty.

SECTION 6: INSTRUCTIONS TO TENDERERS

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

1. Eligibility Criteria:

A)

A: Who Can Quote:

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

OPC can bid if registered under company Act 1956.

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

2. The Service Provider should have its own NABL accredited laboratory for at least past two years and shall cover all tests except for TB culture and drug susceptibility test which should be done by the lab accredited by Central TB Division. **The Service provider who is having NABL accreditation for minimum 60% of basic tests and 30% of advanced tests subject to submission** of undertaking on Rs. 500/- Stamp paper (Notarized) that after accepting tender they will start process of obtaining NABL accreditation for balance tests **so that there is at least 10% increase in NABL accreditation every year** failing which their SD may be forfeited and the firm may be proposed blacklisted. **The service provider should insure 10% increase in NABL accreditation every year.** The service provider shall have **large size (catering 500 to 1000 patients per day) medical laboratory (called as reference lab) in M.M.R. region.** For all the tests as mentioned in the tender document the service provider shall have in house facility and qualified staff to perform, Molecular tests, Microbiology, Hematology and Clinical Chemistry facility and histopathology.

		<p>3. For Tuberculosis related tests, viz culture and drug susceptibility test, the bidder is allowed to outsource testing of samples to Lab accredited by Central TB division. The Firm should not be Outsourcing any of the tests (Except TB culture and susceptibility test) demanded by Employer/tender inviting Authority.</p> <p>4. In case of consortium seeking to be a provider of lab services, the lead member shall have at least 51% ownership of the financial capital for the entire duration of the contract.</p> <p>5. Duly registered/ notarized on (Rs. 500/- Stamp paper) consortium agreement should be in place before the date of tender submission. The roles and responsibilities of each consortium members should be clearly defined.</p> <p>6. Service providers including the consortium members who have been blacklisted/ debarred by any State Government or Central Government department /Organization should not participate in the tender during the period of blacklisting.</p>
B)		<p><u>Turnover :</u> The Service provider shall have an average turnover of Rs.36,00,24,000 /- per annum in last three financial years (21-22, 22-23, 23-24). The above experience could be of the lead member of the Consortium. In case of consortium bidding, aggregate financial turnover of only those members of consortium would be considered who qualify the Technical eligibility independently. A certificate from a Chartered Accountant to this effect must be attached.</p>
C)		<p><u>Experience :</u> For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder/Service provider shall, preceding the Bid Due Date, have: The Service provider / the Lead partner (Laboratory service provider) shall have at least three years’ experience in carrying out similar type of assignment / services in public or private sector (With fully trained service personnel). In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted. Users’ certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts, if any, should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the Service providers possess adequate experience or not, shall be final and binding on the Service providers.) If the bidder has experience of running an in-house lab in Government Institution / hospitals, it will be considered in similar experience criteria provided the bidder fulfills all other eligibility criteria</p>
D)		<p><u>Consortium</u> The Bidder/Service provider should be a single entity or Consortium of maximum of three (3) entities/ parties/ firms as Partners. However, one of the Parties/entities has to be nominated as Lead Partner and the Consortium partners shall have to</p>

	<p>submit a joint declaration by the intending members to participate in the package mentioning the name of Lead Partner/Firm document with the joint signatories of all the members (the “Contractaire”) shall be responsible for lab diagnostic services for Municipal Hospital(s) under ‘Public Private Partnership’ Basis at various locations in accordance with the provisions of a contract agreement (the “Contractaire Agreement”) to be entered into between the Contractaire & the BMC in the form to be provided by the BMC during the bidding process.</p> <p>Bidder/Service provider bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of In case the Bidder/Service provider is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Annexure-6B.</p> <p>In case the Bidder/Service provider is a Consortium, then it shall, in addition comply with the following additional requirements</p> <ol style="list-style-type: none"> a) Number of members in consortium shall not exceed 3 (three): b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium. c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one percent) The nomination (s) shall be supported by a Power of Attorney, as per the format at annexure 6A/6B signed by all the other members of the Consortium. d) The Bidder/Service provider should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations. e) An individual Bidder/Service provider cannot at the same time be member of Consortium bidding for this Project. Further, a member of a particular Bidder/Service provider Consortium cannot be member of any other Applicant Consortium bidding for the project. <p>Members of a Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure 11 (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. A Bidder/Service provider including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial BMC or a judicial pronouncement or arbitration award against the Bidder/Service provider, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such BIDDER/SERVICE PROVIDER, Consortium Member or Associate.</p>
E)	<p><u>Details of Litigation history:</u></p> <p>The Bidder shall disclose the litigation history in Annexure-13 to be submitted in</p>

		<p>Packet ‘A’.</p> <p>Litigation History must cover – 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 Tender.</p> <p>Tenderer must disclose the litigation history for last 5 years from the date of submission of Tender 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/ supply of medicines, medicine consumable and medical devices for BMC by any authority of BMC and the orders passed by the competent authority or by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on litigation history, the concerned DMC or Director, as may be the case, should consider the details submitted by Tenderer and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm directors, partners or authorized signatory on the BMC works which can spoil the quality output and delivery of healthcare services or any work execution and within the timeframe.</p> <p>If there is no litigation history, the Tenderer shall specifically mention that there is no litigation history against him as per the clause of litigation history.</p> <p>Litigation History is applicable to the quoted products / product quality and supply related litigation & then depending upon the gravity of matter the decision will be taken accordingly.</p> <p>The Tenderer are not allowed to quote for the product(s) for which the Firm found guilty of malpractice, misconduct, or blacklisted / debarred either by any Department of Govt. of Maharashtra or by any local authority or Semi Government bodies and other State Government / Central Government's organization as on the date of submission of bid.</p>						
	E.	<p>All tenderer must disclose the names of their partners, if any in the particular contract.</p> <table border="1" data-bbox="368 1473 1485 2049"> <tr> <td data-bbox="368 1473 478 1686">i.</td> <td data-bbox="478 1473 1485 1686">Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.</td> </tr> <tr> <td data-bbox="368 1686 478 1899">ii.</td> <td data-bbox="478 1686 1485 1899">If it is found that firms as described in clause 1-E have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.</td> </tr> <tr> <td data-bbox="368 1899 478 2049">iii.</td> <td data-bbox="478 1899 1485 2049">If it is found that closely related persons as in clause E(i) have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person /</td> </tr> </table>	i.	Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor /partner closely related to each other such as husband/wife, father/mother and son/daughter and brother /sister shall not tender separately under different names for the same contract.	ii.	If it is found that firms as described in clause 1-E have tendered separately under different names for the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition such firms/establishment shall be liable, at the discretion of the Municipal Commissioner for further penal action including blacklisting.	iii.	If it is found that closely related persons as in clause E(i) have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or in such establishment/firms though they have different addresses, are managed or governed by the same person /
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		persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-E(i) including similar action against the firms/ establishments concerned.
	iv.	<p><u>Conflict of Interest</u></p> <p>A Bidder/Service provider shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder/Service provider found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BMC shall forfeit and appropriate 5% of the value of the Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the BMC for, inter alia, the time, cost and effort of the BMC, including consideration of such Bidder/Service provider’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the BMC hereunder or otherwise.</p> <p>A Bidder/Service provider shall be liable for disqualification and forfeiture of Security Deposit, if any legal, financial or technical adviser of the BMC in relation to the Project is engaged by the Bidder/Service provider, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder/Service provider or Contractaire, as the case may be, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the BMC, including the forfeiture and appropriation of the Security Deposit, as the case may be, which the BMC may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the BMC being liable in any manner whatsoever to the Selected Bidder/Service provider or Contractaire for the same.</p>
	v.	Any tenderer failing to disclose information as indicated in E-i to iv, shall render him liable to have his EMD forfeited and the contract, if entered into, and cancelled at any time during its currency. Further it shall invite penal action including black listing against the Tenderer as well as related firm/establishments
2.	<u>Extension:-</u> The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons	
3.	Not applicable	
4.	<u>Amendment to tender documents:-</u> Before deadline for uploading of tender offer, the BMC may modify any tender condition included in this tender document by issuing addendum/corrigendum/clarification and or on the	

	portal of BMC. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderer shall digitally sign such addendum/corrigendum/clarification and upload it in Packet 'A'.
5.	<p>The Bidder/Service providers are advised to physically apprise themselves with working areas if required. List of hospitals is enclosed. They are advised to get sufficient acquaintance with the actual locations.</p> <p>It would be deemed that prior to the submission of Proposal, the Bidder/Service provider has:</p> <ul style="list-style-type: none"> a) made a complete and careful examination of requirements, and other information set forth in this bid Document; b) received all such relevant information as it has requested from Authority; <p>and</p> <ul style="list-style-type: none"> c) made a complete and careful examination of the various aspects of the Project including but not limited to: <ul style="list-style-type: none"> (i) the Project site (ii) existing facilities and structures (iii) the conditions of the access roads and utilities in the vicinity of the Project Site conditions affecting transportation, access. <p>all other matters that might affect the Bidder/Service provider's performance under the terms of this bid Document.</p>
6.	This tendering process is covered under Information Technology ACT & CYBER LAWS AS APPLICABLE.
7.	<p>The Bidder/Service provider has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they shall not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to Bidder/Service provider, that any information given by Bidder/Service provider, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and shall not resist any claim for such compensation on any ground whatsoever. Bidder /Service provider shall agrees and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p> <p>Affidavit shall be uploaded in this respect as per Annexure –3.</p> <p>In case it is found during the evaluation are at any time before signing of the contract agreement or after its execution or during the period of subsistence thereof, including the Contract thereby granted by the BMC that one or more of the Eligibility Criteria conditions have not been met by the Bidder/Service provider, or the Bidder/Service provider has made material misrepresentation or has given any materially incorrect or false information, the Bidder/Service provider shall be disqualified forthwith if not yet appointed as the Contractaire either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder/Service provider has already been</p>

	<p>issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained thereon or in this BID, be liable to be terminated, by a communication in writing by the BMC to the Selected Bidder/Service provider or the Contractaire, as the case may be, without the BMC being liable in any manner whatsoever to the Selected Bidder/Service provider or Contractaire. In such an event, the BMC shall be entitled to forfeit and appropriate the EMD or Security deposit, as the case may be, as Damages, without prejudice to any other or remedy that may be available to the BMC under the Bidding Documents and/or the Contract Agreement, or otherwise</p>
8.	<p>Bidder/Service provider/Consortium Member shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the Bidder/Service provider/ Consortium Member due to violation of terms and conditions of the tender allotted to Bidder/Service provider/ Consortium Member which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC shall be at discretion to take appropriate action as it finds fit</p>
9.	<p>Tender fee (as mentioned in the Header Data) should be paid by all bidders on line through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed. .</p>
10.	<p><u>Validity:-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender.</p>
11.	<p><u>Payment of Earnest Money Deposit (E.M.D.):-</u> The Bidder/Service provider shall have to pay EMD of Rs.20,00,000/- online through mahatender portal https://mahatenders.gov.in on or before due date and time prescribed.</p>
12.	<p><u>Refund of E.M.D. :-</u> E.M.D. of bidder except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically. The bid security of successful bidder will be discharged when the bidder has signed the agreement and furnish the required Security Deposited as elaborated in standard bid document.</p>
13.	<p><u>Acknowledging communications:-</u> Every communication from the Dy. Ch. E. (C.P.D.), Brihanmumbai Municipal Corporation to the tenderer should be acknowledged by the tenderer /service provider with the signature of authorized person and with official rubber stamp..</p>
14.	<p><u>Where and how to submit the tender:-</u> (Refer Section 5- Flow of activities of Tender & Section 6 : Instructions to Tenderer participating in e-Tendering) 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 two Packets system i.e. Administrative Bid (Packet A) & Commercial Bid (Packet C) along with EMD.</p> <p>All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderer 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>						
15.	<p><u>Documents to be uploaded:</u></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>Original scanned documents or self-attested photocopies of specified documents shall be scanned and uploaded.</p>						
16.	<p><u>Authentication for documents:-</u></p> <p>The responsibility to produce correct authentication rests with the Tenderer. If any document detected to be forged, bogus etc., the tender shall be rejected and the tender deposit 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 against the said Tenderer and /or the partners. The Municipal Commissioner shall also be entitled to purchase the items from the open market at the risk and cost of the said tenderer and the damages thereof shall be recovered from the Tenderer’s dues</p>						
17.	<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>						
18.	<p><u>Sign and seal:-</u></p> <p>Affixing of digital signature while uploading/submission the bid shall be deemed to be signed by the bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <table border="1" data-bbox="300 1541 1495 1863"> <tr> <td>i)</td> <td>If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.</td> </tr> <tr> <td>ii)</td> <td>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.</td> </tr> <tr> <td>iii)</td> <td>If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.</td> </tr> </table>	i)	If a tender is submitted by a proprietary firm, it shall be digitally signed by the proprietor of the said firm or authorized representative only.	ii)	If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holding the power of attorney on behalf of the said firm or authorised representative only.	iii)	If a Limited Company/ Sansthas/Societies /Trust /Govt. Undertaking / Semi-Govt. Undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
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19.	<p><u>Name of Partners:-</u></p> <p>All tenderer must disclose the names and addresses of their partners, if any, in the particular contract. Any tenderer failing to do so shall render him liable to have his EMD forfeited and the contract, if entered into, cancelled at any time during its currency. Further, it shall invite</p>						

	penal action including black-listing.														
20.	<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"> <tr> <td>(a)</td> <td>The Registered Power of Attorney (if any) registered with Chief Accountant (B.M.C.) will be accepted.</td> </tr> <tr> <td>(b)</td> <td>If all uploaded documents are signed by Proprietor or 2 directors/ Managing Director or All partners, as the case may be, POA is not required to be submitted.</td> </tr> </table> <p>If Tender is awarded and Contract Documents are signed by POA Holder the 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.										
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21.	<p><u>Unconditional offer:-</u></p> <p>Tenderer 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 given without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the lowest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>														
22.	<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" "Order subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>														
23.	<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>														
24.	<p><u>Rejection:-</u></p> <p>The tender may be considered incomplete, irregular, invalid and liable to be rejected If</p> <table border="1"> <tr> <td>a)</td> <td>The tenderer stipulates own condition /conditions,</td> </tr> <tr> <td>b)</td> <td>Does not fill & sign the Tender Form incorporated in the Tender,</td> </tr> <tr> <td>c)</td> <td>Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication</td> </tr> <tr> <td>d)</td> <td>Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;</td> </tr> <tr> <td>e)</td> <td>The Service offered are not eligible as per the provision of the tender</td> </tr> <tr> <td>f)</td> <td>Does not submit valid documents listed in Packet 'A' & Packet 'B'.</td> </tr> <tr> <td>g)</td> <td>Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.</td> </tr> </table>	a)	The tenderer stipulates own condition /conditions,	b)	Does not fill & sign the Tender Form incorporated in the Tender,	c)	Does not disclose the full name/names and Address / addresses of Proprietor / Partners / Directors in case of Proprietorship / Partnership/ Private Limited / Public Limited concern Firms, email ID for communication	d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;	e)	The Service 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.
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	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 medicines, medicine consumable and medical devices, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
	k)	<p>The BMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to.</p> <p>a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto</p> <p>b) Consult with any Bidder/Service provider in order to receive clarification or further information.</p> <p>c) Retain any information and / or evidence submitted to the BMC by, on behalf of, and/ or in relation to any Bidder/Service provider and / or</p> <p>Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Bidder/Service provider.</p>
25.	<u>Firm price</u>	The prices quoted shall be firm and no variation shall be allowed on any account whatsoever. The rates quoted should be comparable with rates received by Government of Maharashtra for recent similar project.
26.	<u>Variation in rate:-</u>	Bidder/Service providers are requested to fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.

27.	<u>Technical specifications:</u>	
	a.	The tenderer shall carefully read the technical specification/ scope of the work to provide the services as per the applicable standards, Acts & Rules including the Mandatory requirement for substantiation of their compliance without deviating from bid requirements.
	b.	The tenderer shall mark and highlight all the documents as per tender copy
28.	<u>The Two Packet system</u>	
	The Bidder/Service provider should upload tender in two Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Bidder/Service providers are requested to submit all required documents while submitting tender itself.	
	i.	The tenderer should upload tender in two Packets (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderer are requested to submit all required documents specified under each packet while submitting tender itself.
	ii.	All the documents should be strictly uploaded in P.D.F. format
	iii.	If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' and packet "B" at the time of Bid Submission then the tenderer shall submit the same online in Mahatender Portal within 7 working days from the date of intimation from BMC.
	iv.	If the information of shortfall documents sent by concerned BMC officer by e-mail on the tenderer's e-mail ID (mentioned in Annexure 3 submitted by him) is not complied with, for such lapses within given period, BMC shall not be responsible and it will be treated as noncompliance of the shortfall from the tenderer end and his offer will be treated as non-responsive.
	v.	The tenderer shall not disclose / quote the rate of the items in packet A / 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.
	vi.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
	vii.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
	viii.	All addendums /corrigendum shall be uploaded along with tender document
	A)	<u>Administrative Bid (Packet A)</u> The following Documents shall be submitted in the Packet 'A':-
	i.	<u>Chartered Accountant's Certificate with UDIN No.</u> for turnover of the tenderer for preceding three financial years.

		<p>ii. Valid <u>Bank Solvency Certificate</u> for minimum of Rs. 30 Lakhs issued by the Nationalised/Scheduled/Foreign Bank. The date of issue of such certificate shall not be more than 06 months prior to the date of submission of tender and the same shall be considered valid for 12 months from the date of issue.</p> <p style="text-align: center;">SOLVENCY CERTIFICATE CHART:-</p> <table border="1" data-bbox="624 389 1465 768"> <thead> <tr> <th>Sr. No.</th> <th>Estimated Cost in Lakhs</th> <th>Solvency Certificate Vaule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Above 300</td> <td>30 Lakhs</td> </tr> <tr> <td>2</td> <td>Above 100 to 300</td> <td>20 Lakhs</td> </tr> <tr> <td>3</td> <td>Above 50 to 100</td> <td>15 Lakhs</td> </tr> <tr> <td>4</td> <td>Above 25 to 50</td> <td>10 Lakhs</td> </tr> <tr> <td>5</td> <td>Above 10 to 25</td> <td>05 Lakhs</td> </tr> <tr> <td>6</td> <td>Above 05 to 10</td> <td>02 Lakhs</td> </tr> <tr> <td>7</td> <td>Upto 05</td> <td>01 Lakhs</td> </tr> </tbody> </table>	Sr. No.	Estimated Cost in Lakhs	Solvency Certificate Vaule	1	Above 300	30 Lakhs	2	Above 100 to 300	20 Lakhs	3	Above 50 to 100	15 Lakhs	4	Above 25 to 50	10 Lakhs	5	Above 10 to 25	05 Lakhs	6	Above 05 to 10	02 Lakhs	7	Upto 05	01 Lakhs
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		<p>iii. <u>GST registration certificate</u> (of Tenderer).</p> <p>GST registration certificate along with Deposit Receipts (Challans) of previous 3 months of Tenderer shall be uploaded.</p>																								
		<p>iv. The 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, Private Limited Companies, Registered Co-operative Societies, Partners of Partnership firm and at least two directors, if number of directors are more than two in case of Private Ltd. Companies as the case may be. However PAN Documents will not be insisted in case of Public Limited Companies, Semi Government undertaking, Government undertaking .</p>																								
		<p>v. Certified copy of <u>latest partnership deed</u> in case tenderer is a partnership firm. Partnership deed must be registered in the office of Chief Accountant, B.M.C. Head Office before Execution of Contract.</p>																								
		<p>vi. <u>Firm/Company/Sanstha Registration Certificate</u> e.g. Certification of Incorporation / Articles of Association / Memorandum of Association etc.</p>																								
		<p>vii. List of all Directors/Partners with complete residential & Business address, Telephone No. Mobile No. & E-Mail id, along with their Signature on letter head of the tenderer.</p>																								
		<p>viii. <u>Power of Attorney</u></p> <p>If tender is signed by a person holding power of attorney. The Postal Address of Residence, Business along with Telephone Number, Fax Number, Mobile Number & E-mail ID shall be furnished.</p>																								
		<p>ix. <u>Registration Certificate under ESIC Act 1948</u></p> <p><u>if 10 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs.500/- stamp paper if registration under ESIC Act is not applicable.</u></p>																								
		<p>x. <u>Registration Certificate under EPF & M Act 1952</u> if 20 or more workers are on the establishment of Tenderer. OR Declaration in Annexure 3 on Rs. 500/- stamp paper if registration under EPF & M Act 1952 is not applicable.</p>																								

		xi.	Annexure – 1 Particulars about the Bidder/Service provider
		xii.	Annexure – 2 Tender form
		xiii.	Annexure – 3 Undertaking to be signed by the Bidder/Service provider (Affidavit)
		xiv.	Annexure – 4 Statement of legal Capacity.
		xv	Annexure – 5 Proforma for statement of experience certificate
		xvi	Annexure –06A/06B Power of Attorney For Signing of BID.
		xvii	Annexure –07 Details of Litigation History
		xviii	Annexure –08 Declaration of the Contractor
		xix	Annexure –09 Internal Grievance Redressal Mechanism
		xx	Annexure –10 Details of Item Data
		xxi	Annexure –11 Joint Bidding Agreement
		xxii	Annexure –12 Form of Integrity Pact
		xxiii	Annexure- 13 Articles of Agreement
		xxiv	Appendix A- List of Hospitals
		xxv	Appendix B- List of tests with Turn Around time (Basic and advanced)
		xxvi	Annexure A Irrevocable Undertaking
		xxvii	Annexure B GST details
	B)	<p><u>Commercial Bid (Packet C):-</u></p> <p>The commercial bid is to be submitted online by filling the rates using the user ID, password and using digital signature.</p> <p>The rates to be quoted item wise as mentioned in Section 9: Bill of Quantity.</p> <p>It is mandatory for bidders to quote all the items. The declaration in form of annexure to be submitted in Packet A.</p> <p>Those bids non complying to the same would not be considered for evaluation and penalize action as per section 6:16 and Section7:14 will be initiated as deem fit</p>	
29.	<p><u>Taxes & Duties</u></p> <ol style="list-style-type: none"> 1. All the rates quoted by the tenderer should be inclusive of all taxes, i.e G.S.T. and other state levies/cess which are not subsumed under GST. The tenderer shall quote the rates inclusive of all taxes & duties clearly & understood that BMC will not bear any additional liability towards payments of any Taxes & duties. 2. If the services to be provided by the Tenderer falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, however same shall be inclusive of taxes /Duties/Cess other than GST, if any. 3. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes /any other levies/tolls etc. except that payment recovery for overall market situation shall be made as per price variation <i>and if there is any subsequent change (after submission of bid) in rate of GST</i> 		

	<p><i>applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST act.</i></p> <p>4. As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing ‘Anti Profiteering Measure’ (APM), ‘any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’. 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>5. Further, all the provisions of GST Act will be applicable to the tender.</p> <p>6. For compliance of the same, the bidder/tenderer shall upload the undertaking as per Annexure A in Packet B.</p> <p>7. Not Applicable</p>
30.	Not Applicable
31.	Not Applicable
32.	<p><u>Pre-bid Meeting:</u></p> <p>The pre-bid meeting shall be held at the date, time and venue mentioned in the e-Tender Notice.</p> <p>Tenders shall note that any corrigendum issued regarding this tender notice shall be published on the BMC portal only. No corrigendum shall be published in the local newspapers.</p> <p>The prospective Bidder/Service provider(s) should submit their suggestions/observations if any, in writing minimum 2 days before Pre-bid meeting.</p> <p>Only suggestions/observations received in writing shall be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum.</p> <p>The tender uploaded shall be read along with any modification. Authorized representatives of prospective Bidder/Service provider(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Non-attendance at pre-bid meeting shall not be a cause for disqualification of a Bidder/Service provider. The suggestions / objections received in pre-bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/project. BMC reserves the right to reject the same.</p>
33.	<p><u>Procedure for the opening of the tender:</u></p> <p>Packet-‘A’ (Administrative & Technical bid) shall be opened online on the due date and due time as stated in the mahatender portal when the Bidder/Service provider or his authorized representative shall be allowed to remain present.</p> <p>Packet ‘C’ shall be opened only if the administrative & technical offer in Packet ‘A’ is acceptable. In case the administrative and technical offer in Packet ‘A’ is found not acceptable or found incomplete, then Packet ‘C’ shall not be opened and offer shall be kept out of consideration.</p> <p>The date and time of the opening of packet ‘C’ shall be intimated to the responsive</p>

	Bidder/Service provider via mail. <u>No complaint for non receipt of such intimation shall be entertained.</u>								
34.	<u>Evaluation of the tender:</u>								
	<table border="1"> <tr> <td>i.</td> <td>After opening of Packet A, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.</td> </tr> <tr> <td>ii.</td> <td>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 tenderer can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.</td> </tr> <tr> <td>iii.</td> <td>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 tenderer shall be opened later, on a given date and time.</td> </tr> <tr> <td>iv.</td> <td>The documents which are uploaded in Packet 'A' 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.</td> </tr> </table>	i.	After opening of Packet A, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny 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 tenderer 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 tenderer shall be opened later, on a given date and time.	iv.	The documents which are uploaded in Packet 'A' 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.
i.	After opening of Packet A, on the scheduled date, time and venue, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The scrutiny shall be on the basis of submitted substantiation documents.								
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35.	Any complaint received regarding the authenticity of documents / information and/or particular submitted by another tenderer after price bid opening will not be entertained								
36.	<u>Internal Grievance Redressal Mechanism: (As per Annexure 15)</u> Tenderer has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 07 days of declaration of Administrative and Technical or financial evaluation results. The complaint shall be addressed to Deputy Municipal Commissioner/ Deputy Municipal Commissioner (Central Purchase Department).								
37.	<u>Price Negotiation :</u> The BMC reserves its right to negotiate with the lowest acceptable tenderer (L-1), who is techno-commercially suitable for intended service and on whom the contract would have been placed but for the decision to negotiate.								
38.	<u>Acceptance of Tender/ Award of Contract:-</u> The BMC will award the Contract to the successful tenderer whose bid has been determined to be responsive and has been determined to be the lowest in rate as per price clause of this tender. The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the lowest or any tender and reserves the right to split the quantity amongst the eligible tenderer and to relax any of the conditions of this tender. The Municipal Commissioner Reserves right to reject any or all tenders without assigning any reason. A contract will not be awarded to the successful tenderer if Security Deposit is not deposited by him to the BMC within stipulated time limit.								

39.

Period of Contract:

The period of contract shall be 4 years from the date of signing of the contract/agreement by both the parties i.e. the Contractor and BMC.

Mahatender Copy

SECTION 7: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (G.C.C.) contained in this section are to be read in conjunction with the other section in the tender.

1. Contract:

Contract means the Contract Agreement entered into between the Employer, henceforth called Municipal Corporation of Greater Mumbai or BMC, and the Service Provider, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents be construed accordingly.

The 'Contract Document' means the entire document along with any attachments and all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole.

The Contract Agreement means the agreement entered into between the BMC and the Service Provider. The date of the Contract Agreement shall be recorded in the signed form.

Tenderer must distinctly understand:

That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" shall not on any account be admitted as an excuse on their part for infringement of any of the condition.

The contract entrusted to the successful tenderer shall be subject to "Force Majeure Clause" as per Section 56 of Indian Contract Act restricting to the case of natural calamity such as earthquake, storm floods or rising of war by any country.

2. Contract Documents:

The following documents shall be considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.

- 1) Letter of Acceptance
- 2) The Contractor's Bid
- 3) Addendum to Bid, if any
- 4) Tender Document
- 5) The Bill of Quantities / Price Packet
- 6) The specifications
- 7) The General conditions of Contract
- 8) The Special conditions of Contract
- 9) Final written submissions made by the contractor during negotiations, if any
- 10) All correspondence documents between bidder and BMC.
- 11) Integrity Pact

3. Contract Deposit / Performance Security:

- | | |
|------|--|
| i. | The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of total contract cost, within 30 days from the date of issue of Letter of Acceptance (LoA). |
| ii. | The contract deposit / Performance Security shall be paid either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee. |
| iii. | Bankers Guarantee (B.G.) shall be issued from the Banks listed by Reserve Bank of India on their website:- ' rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf '. The |

		B.G. shall be acceptable from these banks and all branches of these banks situated within Mumbai limit and up to Kalyan and Virar.	
	iv.	The B.G. issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said B.G. is countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, the said B.G. is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.	
	v.	The contract deposit / Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects. The performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations.	
	vi.	Not Applicable	
	vii.	If the Contractor during currency of the contract fails to maintain the requisite contract deposit / Performance Security, BMC shall recover from the contractor the amount of contract deposit / Performance Security by deducting the amount from the pending bills of the contractor under this contract or any other contract with the BMC. Otherwise the existing B.G. towards contract deposit shall be forfeited and the contractor shall be debarred from participating in BM tenders for a period of 3 years	
	viii.	The successful bidder shall have to pay Stamp Duty on B.G. as per the Maharashtra Stamp Act at prevailing rate which is 0.5% at present on total cost. The renewed B.G. shall be treated as new B.G. and it is necessary to pay fresh Stamp Duty.	
	ix.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or	
		a.	to forfeit the said security in whole or in part in the event of:
		i.	any default, or failure or neglect on the part of the contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the BMC or any part thereof
		ii.	for any loss or damage recoverable from the contractor which the BMC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
		b.	and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the BMC shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
4.	<u>Refund of contract deposit:-</u> Contract deposit will be refunded 6 months after completion of contract period.		
5.	<u>Signing & Execution of Contract:</u>		
	I.	In the event of the tender being accepted, the Letter of Acceptance (LoA) and the	

		Contract documents shall be sent / issued to the successful bidder (Contractor) for signature and return, incorporating all the agreements between the parties to the contract i.e. the contractor and the BMC. The Contractor shall acknowledge and unconditionally accept, sign, date and return the contract documents within 30 days from the date of issue.
	II.	The contract must be signed by proprietor of the firm in case of proprietary firm / all the partners of the firm. If one or more partners are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. Such power of attorney need be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	III.	In case of joint stock Company the contract must be sealed with the seal of the company in the presence of and signed by two Directors or by person duly authorized to sign the contract for the company by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Dy. Chief Engineer (C.P.D.) should be informed accordingly.
	IV.	Contractor shall pay contract deposit / performance security, legal & stationery charges, stamp duty etc. and submit signed contract documents within 30 days from the date of issue of Letter of Acceptance and thereafter a fine of Rs. 5000/- per day will be imposed up to maximum 07 days delay
	V.	If the contractor fails to pay / submit contract deposit / performance security, legal & stationery charges, stamp duty etc. and signed contract documents within the above stipulated time (i.e. 37 days including penalty period of 07 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender / contract already accepted shall be considered as cancelled.
	VI.	The contract shall be signed and entered into after receipt and verification of requisite performance security, by the BMC authority empowered to do so.
	VII.	The Rate Circular shall be issued only after signing of contract by both the parties i.e. contractor and BMC.
	VIII.	The contract shall be executed as per the MMC Act.
6.	<u>Payment of legal and stationery charges:</u> These charges are to be paid by the successful bidder on receipt of acceptance letter for the supply of the material as per prevailing circular. This can change and the successful tenderer shall have to pay the applicable legal and stationary charges at the time of award of contract.	
7.	<u>Stamp duty:-</u> The contract agreement shall be adjudicated for the payment of stamp duty by successful bidder and accordingly the successful bidder shall have to pay the stamp duty on contract agreement as per the Government Directives. The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of "Stamp Duty Act 1958" (amended till date).	
8.	<u>Statutory and Legal Framework :</u> The LAB diagnostic unit shall be governed by all existing bio medical, statutory and legal laws. The service provider shall be responsible for procurement and management of all statutory and legal requirements for the LAB diagnostic centre. The service provider is responsible for adherence to legal and regulatory compliances.	

	<p>Any loss arising from inadequate compliance to legal and regulatory norms is to be borne by the service provider.</p> <p>The service provider is absolutely responsible for any legal risk arising out of employee disputes. Employees of the service providers cannot claim themselves as employees of the government and are not liable for any facilities and perks provided to government employees.</p> <p>Provision of Consumer Protection Act and RTI Act shall be applicable to the Service rendered by Service Provider. All the Laws of land including Minimum Wages Act, ESI Act, EPFO Act etc., shall be followed by Service Provider.</p> <p>All the issues related to consumer protection act/medico legal aspects that shall arise shall be handled by the Bidder/Service provider and in no way BMC shall be held responsible. The Bidder/Service provider shall indemnify the BMC for any eventualities/legal complications/disputes for running the said Centre.</p> <p>The Successful Bidder/Service provider shall at all times duly observe the provisions of Employment of Children Act XXVI of 1938 and any other similar Acts and any re-enactment or modification of the same and shall not employ or permit any person to do any work in contravention of the provisions of the said Acts.</p> <p>The Successful Bidder/Service provider shall fulfill his / their obligations undertaken by him/them to the entire satisfaction of the Municipal Commissioner.</p> <p>The Successful Bidder/Service provider shall be responsible for any damage or injury whatsoever that may be caused at any time to any person or property of the employee all such damages, injury or losses to the life or to the property shall be made good immediately by the Successful Bidder/Service provider to the satisfaction of the Commissioner. The BMC shall not be responsible for the same.</p> <p>The Successful Bidder/Service provider shall keep the BMC, their officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands, whatsoever including claim under the workmen's compensation Act 1924, their officer or servants may sustain, incur or become liable to pay by reason in consequence of any injury to any person or to any property either belonging to the Employer whether resulting directly through any accident or otherwise to life or property. The Indemnity Bond and the agreement regarding the works shall be in the form, which may be prescribed by the Commissioner and shall be executed by the party within one month from the receipt of acceptance letter by it.</p>						
<p>9.</p>	<p><u>The Successful Tenderer must distinctly understand:</u></p> <table border="1"> <tr> <td data-bbox="300 1570 422 1727">a.</td> <td data-bbox="422 1570 1485 1727">That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.</td> </tr> <tr> <td data-bbox="300 1727 422 1809">b.</td> <td data-bbox="422 1727 1485 1809">The Contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.</td> </tr> <tr> <td data-bbox="300 1809 422 2058">c.</td> <td data-bbox="422 1809 1485 2058">The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the BMC within 7 days of it coming to the Contractor’s knowledge.</td> </tr> </table>	a.	That they shall be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of “custom prevailing” shall not on any account be admitted as an excuse on their part for infringement of any of the conditions.	b.	The Contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.	c.	The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the BMC within 7 days of it coming to the Contractor’s knowledge.
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	d	The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever
	e	At the time of contract award, the procuring entity reserves the right, but without any obligations to do so to increase / decrease without any change in the unit prices or other terms and conditions of the bid and tender document, the quantity of goods originally stipulated in item data/ BOQ, provided this increase/ decrease does not exceed 20 (Twenty) percent of tendered quantity (rounded off to next whole number)
10.	<u>Purchase Order:-</u>	The user department will place purchase orders within 15 days from the date of receipt of rate circular subject to availability of budget provision.
11.	<u>Penalty clause</u>	<p>1. The Laboratory shall be bound to observe all the instruction issued by the department concerning general discipline and behaviour. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, invalid or indulges in unlawful activity or the like, the contractor shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above in clause. In addition to above, penalties as detailed below can also be imposed on the contractor by the Hospital authorities and will be recovered from the monthly bill of contact period:-</p> <ul style="list-style-type: none"> i) For misbehaving with the Patients, Officers, staff-Rs.1000/- per default. However, case will be referred to monitoring committee in which bidder will also be a part and then the decision will be taken as the case may be. ii) For non wearing of proper uniform, badge & I. Card-Rs. 1000/- Per default iii) For causing nuisance/damage to the hospital property-3 times of market value of such property or Rs. 5000/-, whichever is higher per default. iv) False report/deviation of report beyond acceptable limit as per NABL - Rs. 10000/- on first instance and terminate of Contract subsequent (surprise sample will be sent in other Two NABL labs if deviation of report is found) beyond & acceptability. <p>2. Service provider shall make alternative arrangements for reporting all of the cases at the approved rates in case there is breakdown which extends for more than 72 hours (3 days) of the sample collection. If the breakdown in the services extends beyond 15 days the contract may be cancelled. Between 3 days and 15 days if arrangement with alternate service provider is not in place then the authority shall deduct cost equivalent to the total number of tests multiply by volume of test prescribed in the 15 days period starting from 8.00 AM on the day of commencement of shut down.</p> <p>3. The service provider will be penalized in cases of increased TAT and if the delay</p>

	<p>is more than one hour even if for one test among the group, then 25% of the payment per test shall be deducted.</p> <ol style="list-style-type: none"> 4. 95% of the samples shall be reported within the stipulated time frame as stipulated. In the event of more than 5% of samples not being reported within stipulated time frame, no cost shall be paid for all samples reported beyond the stipulated time frame in the given month. 5. In case the Laboratory fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract Medical Superintendent reserves the right to impose the penalty as detailed below: <ol style="list-style-type: none"> a) 25% of EMD per week up to 4 weeks delays. b) After 4 weeks delay BMC reserve the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed & attract penal action and difference if any, will be recovered from the contractor. c) The security deposited by the Laboratory shall be forfeited
12.	<p><u>Consequence of inferior Service:-</u></p> <p>If the equipment supplied is found of inferior quality or not as per specifications, the contractor shall replace the equipment within one month from the date of intimation at the cost & risk of the contractor and also liable to pay the fine imposed by the Municipal Commissioner, failing which Earnest Money Deposit & Contract Deposit of the contractor shall be forfeited & the tenderer shall be liable for penal action including black-listing etc. In addition to the forfeiture of the Earnest Money Deposit & Contract Deposit, if any fine is imposed by the Municipal Commissioner, the same shall be payable by the supplier immediately on demand, failing which the same shall be recovered from other dues to the contractor from the Municipal Corporation.</p>
13.	<p><u>Risk & Cost Purchase:-</u></p> <p>In case the Contractor/s, shall at any time during the continuance of these presents fail to supply satisfactorily the equipment within the prescribed time as herein provided and or in case shall fail at once to replace any part/s that may have been rejected as herein provided with other of approved quality, the Municipal Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractor/s. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the Officer in Charge within the said specific period, the Commissioner shall get the same executed or rectified or re-done through any other agencies, at the entire risk of the contractor/s as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred, which shall include charges of 5% minimum to a maximum of 15 % shall be payable by and/or may be deducted from any moneys due or become due to the Contractor/s under this or any other contract/s between the Contractor/s and the Corporation. The Commissioner may, however fix such other subsequent date as he may think fit by which the delivery of the said article and or execution of the said work shall be completed.</p>
14.	<p><u>Blacklisting:-</u></p> <p>The firm shall be black-listed, if it is found that:-</p> <ol style="list-style-type: none"> i) Forged documents are submitted

	<p style="text-align: center;">OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information.</p> <p style="text-align: center;">OR</p> <p>iii) In case of non-supply of equipment / accessories or supply of substandard quality or supply of equipment / accessories found to have been previously used or having reconditioned parts.</p>
15.	<p><u>Contract Postponement:-</u></p> <p>Postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession of other deposit on account of other tenders or contract, which deposits may be or become returnable to the tenderer and which they may wish to transfer as a contract deposit under this contract. Such transfers will not, under any circumstances, be permitted.</p>
16.	<p><u>Secrecy:-</u></p> <p>The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, who obtains in the course of the execution of the contract, any matter whatsoever, which would or might be directly or indirectly of use to any person not connected with the contract, should treat it as secret and shall not at any time communicate it to any person. Any breach of above said condition shall be a sufficient cause to cancel the contract and The Municipal Commissioner shall be at liberty to purchase the same material at the risk and cost of the contractor.</p>
17.	<p><u>Compliance with security Requirement:-</u></p> <p>The Contractor shall strictly comply with the security Rule of the BMC in force and shall complete the required formalities including verification from Police and any other authorities if any, and obtain necessary prior permission for entry into the premises.</p>
18.	<p><u>Confidential Information:-</u></p> <p>If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are affected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of the BMC</p>
19.	<p><u>Payment condition:</u></p> <ul style="list-style-type: none"> • Within 30 days from the submission of invoice and reports • No advance towards any analysis will be made to Service Provider. • All payments will be made against valid invoices/bills through banking channels after deduction of income tax as per the provision of Income Tax Act, 1961, The invoices/bills should be raised on monthly basis by the Service Provider in view of test reports submitted by him during the month. • The cost reimbursed to service provider shall be cost/reported patient (one time sampling of a patient). • NOC of vigilance Department as the case may be will be required at the time of releasing final payment. • Monthly bill should be submitted Category wise by service provider.
20.	<p><u>Jurisdiction of courts:-</u></p> <p>In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.</p>

21.	<p><u>Force Majeure clause:-</u></p> <p>For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>If a Force Majeure situation arises at any time during the subsistence of contract, the Supplier shall promptly but not later than 30 days notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>Force Majeure will be accepted on adequate proof thereof. If contingency continues beyond 30 days, both parties will mutually discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the purchaser may consider for termination of the contract on pro-rata basis.</p>
22.	<p><u>Fall Clause:-</u></p> <p>The Tenderer undertakes that it has not quoted similar services / systems or subsystems in the past six months in the Maharashtra or any other State of India for quantity variation up to -50% or +10%, at a price lower than that offered in the present Tender 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 services/ systems or sub systems was supplied by the TENDERER 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 TENDERER to the BMC, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the Tenderer from BMC.</p>
23.	<p><u>Subsequent Legislation:-</u></p> <p>If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of MCGM and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract</p>
24.	<p><u>Corporation's lien over all moneys due to the Tenderer or his deposit:-</u></p> <p>The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Tenderer/s under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Tenderer/s made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Tenderer/s and also for or in respect of any</p>

	<p>Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Tenderer/s either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Tenderer/s from the moneys, security or deposit which may become payable or returnable to the Tenderer/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Tenderer/s in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Tenderer/s either in addition to or in substitution of the cash or contract deposit to be made under this contract.</p>
<p>25.</p> <p>a)</p>	<p><u>Settlement of Disputes:-</u> Disputes</p> <p>All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.</p> <ol style="list-style-type: none"> 1) Adjudication 2) Conciliation 3) Arbitration
<p>b)</p>	<p><u>Excepted Matters:-</u></p> <p>Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the BMC thereon shall be final and binding on the successful tenderer.</p> <p>The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the BMC has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:</p> <p>any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim:-Issues related to the pre-award tender process or conditions</p> <p>Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor</p>

c)	<p><u>Adjudication:</u></p> <p>After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of the Procuring Entity, the contractor shall give a ‘Notice of Adjudication’ specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement (hereinafter called the “Adjudicator”) for invoking resolution of the dispute through Adjudication.</p> <p>Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.</p> <p>If the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation.</p>
d)	<p><u>Conciliation of disputes:-</u></p> <p>Any party may invoke Conciliation by submitting “Notice of Conciliation” to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the Head of the Procuring Organization shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.</p> <p>The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.</p> <p>On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.</p>
e).	<p><u>Arbitration:-</u></p> <p>The Head of the Procuring Organization shall notify an Arbitrator within 30 days of receipt of Notice of Arbitration.</p> <p>An Arbitrator will be retired officers of The Procuring organisation in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.</p> <p>The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference.</p>
26.	<p><u>Commissioner’s direction & decisions to be final and binding:-</u></p> <p>The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said direction, decisions, certificates, orders and awards respectively may be made from time to time) shall be final and binding upon the Corporation and the Tenderer and shall not be set aside on account of any technical or legal defects therein or in the Contract, or on account of any formality, omission, delay or error of proceedings or on any ground or for any pretence, suggestion, charge insinuation of fraud, collusion and etc.</p>
27.	<p><u>The Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.</u></p> <p>The Commissioner shall not be made party to be required to defend or answer any action, suit or</p>

	<p>proceeding at the instance of the Corporation or the Tenderer nor shall be compellable by any proceeding whatsoever to answer or explain any matter relating to any certificate or award made by him or to state or show how or why or on what grounds he settle, ascertained or determined or omitted to settle, ascertain or determine in any manner whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about, or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.</p>
28.	<p><u>Partnership:-</u></p> <p>Every receipt for money which may become payable or for any security which may become transferable to the Tenderer under these present shall if signed in the partnership name by any one of the Tenderer/s be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby and in the event of the death of any Tenderer, during the pendency of this contract it is thereby expressly agreed that every receipt by any of the surviving Tenderer/s shall if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Tenderer/s so dying or in respect of any breach of any of the conditions hereof. PROVIDED ALSO that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Tenderer/s and of the legal representatives of any deceased Tenderer/s inter se.</p>
29.	<p><u>Dissolution of the Contract:-</u></p> <p>The Tenderer/s shall not at any time dissolve partnership in respect of this contract or otherwise, change or alter their respective interests therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Tenderer/s shall at any time commit any breach of this covenant then the Earnest Money Deposit / Contract Deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.</p>
30.	<p><u>Termination of Contract:</u></p> <p>These presents in every clause matter and thing herein contained shall cease and terminated either on the expiry of the contract period or exhaustion of the quantities of medicines/medical devices and medical consumables allotted to the Tenderer, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as hereinbefore provided) except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.</p>
31.	<p><u>Jurisdiction of Courts:-</u></p> <p>In case of any claim, disputes or differences arising in respect of the contract, the cause of action there at shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.</p>
32.	<p><u>Governing Language:</u></p> <p>English language version of the contract shall govern its Interpretation</p>
33.	<p><u>Singular – Plural:-</u></p> <p>Words in the Singular number shall include the plural and plural the singular.</p>
34.	<p><u>Meaning:-</u></p> <p>The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender</p>

	or in the Contract shall be construed to mean Additional Municipal Commissioner.
35.	<u>Saving clause:-</u> No suits, prosecution or any legal proceedings shall lie against BMC or any person for anything that is done in good faith or intended to be done in pursuance of bid
36.	<u>Applicable Laws:-</u> The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made there on from time to time.
37.	<u>Indemnification:-</u> The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages to the BMC in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract. The contractor shall submit an indemnity bond to this effect.
38.	<u>Operation of the Contract Clauses:-</u> The DMC (CPD) or his / her successor/s for the time being holding the office of the DMC (CPD) shall be the competent officer to operate the various clauses under this contract and to sign and serve notices under the various clauses of the said contract. All such notices signed by the DMC (CPD) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
39.	The Municipal Corporation reserves its right to inspect the premises of the Service Provider /company as and when required.
40.	All the above conditions should be strictly adhered to failing which the tender will be treated as non-responsive and no correspondence will be entertained in the matter.

Section 8 : SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1.	The reference lab should maintain their NABL accreditation status throughout the period of contract. All the term under this contract should be under scope of NABL accreditation at the time of tender and also throughout the period of contract for reference labs.
2.	The Service Provider should provide renewed NABL accreditation certificate and scope for its own reference lab within 30 days after the expiry of accreditation status of each such laboratory.
3.	If reference lab as informed loses accreditation status or any tests under contract is/are deleted from the approved scope of NABL accreditation, Service provider should obtain NABL accreditation of lost test within 12 months.
4.	The Service Provider should ensure that all the tests are to be carried in NABL accredited labs which have the tests of contract under its scope. All test reports should have NABL symbol and tests currently not under NABL shall mention "Testing have been performed in NABL laboratory. Non compliance of this will lead to cancellation of contract and attract penalty. The service provider shall use good laboratory practices and shall use bar codes.
5.	The availability and procurement of reagents and consumables for all the tests shall be the responsibility of the service provider.
6.	The service provider should have well-established laboratory information system software for providing the reports online by SMS or /by E Mail. Also the test reports should be provided to the patient's what's app application mobile number is on next day.
7.	The service provider must have a strong logistics network capable of linking various centres across MUMBAI.
8.	Service provider shall commence the proposed services within 45 days of the receipt of work order.
9.	The Service provider will also comply with confidentiality and privacy laws relevant to patient details. All the operational cost within the declared scope of work including the cost of deployment of the personnel will be borne by the Service provider. This including provision of Phlebotomists for sample collections, logistics personal for sample transport and qualified laboratory human resource for analysis and reporting.
10.	With regard to the doubtful observations, a repeat investigation will be carried out at the cost of service provider.
11.	The Laboratory must continue to remain accredited during the term/tenure of the Contract if accreditation cancelled his contract will be cancelled without any notice.
12.	The labs will require intimating the total capacity of testing the samples per month and how much they will be able to test for BMC hospitals.
13.	The Laboratory shall have to arrange for the collection & transportation of the samples from the Hospital to its working place at his own cost. The collection & transportation should be as per prescribed norms of accreditation.
14.	The Laboratory will have to send/deliver the reports within the turnaround time as stated in appendix-B. Test reports of patients should be given in excel line list to special hospital, maternity homes, dispensaries, HBT clinics, Peripheral Hospitals and Dr. R. N. Cooper and HBT trauma Hospital, etc under the jurisdiction of Public health department

	and categorical analysis of test reports should be presented in percentage as prescribed by EHO department.
15.	The Laboratory has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.
16.	In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the contractor there will not be any liability on Hospital Authority.
17.	If any complaint of misbehaviour and or misconduct comes into the knowledge of the BMC then all such responsibility shall be of the contractor. He will be responsible to make good for the losses so suffered by the department.
18.	That the Laboratory will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of Investigation.
19.	Daily worksheet is submitted which should tally with results. Missing report of investigation will have to be make good by laboratory at own cost/effort within reasonable time without inconvenience to patient.
20.	The Laboratory shall seek instruction from officer authorized by BMC for the purpose, hereinafter referred to as Authorized Officer.
21.	The Laboratory shall submit the complete documents of the staff deployed for sample collection the Laboratory <u>which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness recent photographs duly attested by the Incharge Laboratory from time to time.</u>
22.	The department reserves the right to change the place of duty for collection of sample and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the hospital authorities.
23.	The Laboratory shall be liable to make alternate arrangements in case of the absence of any staff deployed for collection of samples. Similarly, the contractor shall have to make alternate arrangements in case of the weekly off. The contractor has to keep sufficient number of leave reserves.
24.	Service provider will deploy sufficient Trained (MLT Tech) staff for collection of sample Blood and other sample at the time specified by BMC before awarding of contract and will provide e.g. gloves/sprit/alcohol swab/vacutainers/ needle/ sterilized bottle/ Culture bottles etc. needle destroyed disinfection solution for these equipment used. The vacutainers or equivalent grade syringes as per BMC's schedule shall be used for blood collection
25.	The list of Zone wise i.e. Eastern Suburb, Western Suburb & City area hospitals /dispensaries /Health post centres where diagnostic services are required is indicated in APPENDIX 'A'. Corporation reserves right to Add or delete any hospital /dispensary /Health post centre /maternity homes etc. Service provider is liable to provide services at same rates if new locations are added.
26.	Engagement of delivery of services agreed to be provided by the service provider; medical, Technical and other personnel for operating and managing of centres where samples shall be sent for analytical purposes will be ensured by the Service provider. The BMC reserves the

	right to add/ delete/ modify the list of tests prescribed at various levels of public health facilities and to add /reduce the total number of facilities for which contract has been signed on mutual agreement
27.	All the operational cost related to functioning of equipment, Human Resource and consumables at all laboratories when samples shall be sent for analytical purposes shall be borne by Service Provider.
28.	The service provider shall be required to provide for blood collection/phlebotomy in all Hospitals by a trained phlebotomist having experience of atleast 1 year. The service provider shall be responsible for safe collection, centrifuge and storage of samples in the facility and its safe transport subsequently and disposal of Bio Medical waste generated as per BMW rule of state.
29.	The Service provider shall provide logistic systems for sample transfer and reporting of tests. The diagnostic test reports shall be reported by the service provider electronically within the stipulated time frame. The Service provider shall declare all logistic capability, number of people deployed for logistics, mode of transport, Standard Operating Procedures (SOP's), for sample collection, transport, storage and preservation of the sample from the collection point to the laboratory.
30.	Service provider shall provide a signed report from qualified Pathologists/Bio-chemist/Micro-biologist (as applicable) having an MCI recognized Post Graduated degree.
31.	Time frame for reporting of all results shall be as per attached Appendix – B. All critical results Shall be reported within 4 hours (Time between sample collection and report should not exceed more than 4 Hrs.) using IT support. Critical tests results shall also be communicated to the concerned for facility telephonically. Records of actions taken in case of critical results shall be maintained by the provider. These include date, time, and responsible laboratory staff member and examination results. IT support systems along with connectivity for transmission of all results to corresponding health facility shall be the responsibility of the service provider.
32.	Service provider shall declare list of all the equipment in position and station where they are Placed, all Human Resources including Laboratory specialist and Laboratory technicians.
33.	The service provider should keep a record of Notifiable Infectious Diseases and Communicable Diseases the information of the same to be sent to the medical record department within 12 hours of report generation and to keep a record of the same on prescribed formats (L forms). Service provider also enables active and passive surveillance of priority pathogens as defined by NCDC.
34.	The Service provider shall manage the following records: (a) Daily patients register. (b) Report register (c) Critical value Reporting Test register (d) Turnaround time (TAT) register (C) Complete MIS and MIS Dashboard as per instruction of state will be maintained by service provider for real time data.
35.	The selected bidder shall also make provision for following as part of the Scope of Work- Service provider shall share all the reports of the patient and relevant information of the patient to the respective departments. The same shall be shared via API (Application Programming Interface) to be provided to BMC (or agency suggested by BMC) within 15 days of request from BMC for seamless integration between service providers system & BMC application. TAT for hospitals should be 24 Hours. Also the

	<p>patient report should be available on the dashboard within 24 hours and if required by user department, other software should be made available for integrating reports. Also if required the urgent reports should be made available immediately.</p> <p style="text-align: center;">Or</p> <p>Upload all the reports of the patient and update relevant information of the patient in the portal provided by BMC on real-time basis.</p>
36.	<p>Quality assurance for in house tests</p> <ol style="list-style-type: none"> 1) The service provider shall furnish a third party report of calibration (with appropriate traceability) of laboratory equipment (analytical and non-analytical) used by the provider for providing the services, yearly to the authority. 2) Internal Quality Control records and appropriate corrective action for outliers for all the tests outsourced must be maintained and available for verification whenever required by the authority. 3) Proficiency testing (EQAS) with appropriate corrective action for outliers for all the tests performed must be available for whenever required by the authority. 4) BMC NABL assessors will do the audit as required every quarter. 5) The service provider shall also check 20 samples per month (mix of basic and advanced tests) in another NABL accredited lab. The samples should be of varied category for external quality assurance programme. In case the results of external quality assurance is not acceptable the amount equal to three times multiplied by total number of tests for that sample shall be deducted from payment. <p>Individual Health facility should be handed over the details of Monthly Test by 5th of Each month by the Mail in written. The Health Facility will then Randomly select the Test to be Rechecked by 10th of Every Month</p>

SECTION 9 : BILL OF QUANTITY/ ITEM DATA

<u>Item No.</u>	<u>Description of the Items</u>	<u>Quoted Rates</u>	<u>Quantity</u>
<u>Item "A"</u>	Cost per sample of basic tests for group "A"		01 No.
<u>Item "B"</u>	Cost per sample of basic tests for group "B"		01 No.
<u>Item "C"</u>	Cost per sample of Advanced tests for 10 or less than 10 test		01 No.
<u>Item "D"</u>	Cost per sample of Advanced tests more than 10 test		01 No.

Note:-

- **Rate should not be quoted here**
- **The below mentioned quantity of samples throughout 4 years is approximate & it may vary seasonally. However, the payment will be made as per actual test samples as per quoted rates.**

Description	Total samples of for 4 year (nos.)
Basic test Group "A"	48,00,000
Basic test Group "B"	12,00,000
Advanced test 10 or less than 10 tests	9,00,000
Advanced tests more than 10 test	1,80,000

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

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

ANNEXURE -1

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

Particulars about the Bidder/Service provider
(To be uploaded in Packet 'A')

Date:-.....

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

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

- (a) The information above (1-6) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Appendix-11 should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

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

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

** Applicable only when the Consortium forms a SPV

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

Name of Bidder/ member of Consortium:

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

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

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

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

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

11. Year of Incorporation of the Diagnostic Centre:

12. Services/Facilities provided in-house.

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

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

a. Year of introduction of the diagnostic Services

b. Number of diagnostic Machines currently in use:

c. Make and model of the machine last procured (Attach Separate List)

Services	Year 2022 / month	Year 2023 / month	Year 2024 / month	Remarks, if Any
Number of patients diagnostic services (inclusive of all types Pathology tests)				

15. Existing Man Power for diagnostic unit

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

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

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

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

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

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

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

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

Annexure -2

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

Tender Form

(To be uploaded in PACKET A)

To,

The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

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

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

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

3 .I/We have paid Earnest Money Deposit (E.M.D.) on line for **INR and we are aware that this EMD shall not bear any 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 BOQ (prescribed format) and uploaded it along with the bid.
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 Bidder/Service provider
 With Official Seal and Address.**

1.
2.
3.
4.

Full Names and Residential Address
 of all the partners constituting

The firm:

1.

2.

3.

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

Annexure – 3
Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1

Undertaking to be signed by the Bidder/Service provider

(To be uploaded in PACKET A)

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of **Rs.500/-duly notarized by Notary Public / First Class Magistrate.)** or Equivalent document.

AFFIDAVIT

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation

Sir,

“I/ we

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

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

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

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

declare that I/We are

- not declared insolvent any time in the past.
- not debarred/ black listed by either BMC / central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
- not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.

12. I/We declare that:

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

BMC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

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

the BMC in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

- In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- I/We have studied all the Bidding Documents carefully and also surveyed the project facilities. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the BMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

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

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

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

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

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

OR

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

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

(* Strike out if not applicable)

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

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

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

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

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

Full name and complete address with

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

- 1. _____
- 2. _____
- 3. _____

Service provider
(Office Stamp)

WITNESS:

(1) Full Name
And Address
.....
Signature

(2) Full Name
And Address
.....
Signature

Mahatender Copy

ANNEXURE -4

Statement of Legal Capacity

Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25

Mahatender ID : 2025_MCGM_1156707_1

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

Ref. Date:

To
The Municipal Commissioner
Brihanmumbai Municipal Corporation
Sir,

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

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

ANNEXURE -05

PROFORMA FOR Statement of experience Certificate

(For the period of last three years)

Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25

Mahatender ID : 2025_MCGM_1156707_1

Experience: Number of years of experience in operating and managing NABL Accredited own large size (500 to 1000 patients per day)

Tender Reference No.: _____

Date of Opening: _____

Time: _____

Name & Address of the Bidder/Service provider: _____

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

Signature & seal of the Bidder/Service provider

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

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

ANNEXURE -06 A

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

Power of Attorney for signing of Bid

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

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

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

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

For.....

(Signature, Name, Designation and Address)

Witnesses:

1.

2.

Accepted

Notarized

(Signature, name, designation and address

of the Attorney)

Notes:

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

ANNEXURE -06B

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

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

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of Rs.500/-duly notarized by Notary Public / First Class Magistrate.) or Equivalent document.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

dealings with the BMC, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and / or upon award thereof till the Contract Agreement is entered into with the BMC

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution /power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Mahatender Copy

Annexure – 07

Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25

Mahatender ID : 2025_MCGM_1156707_1

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**)

ANNEXURE – 08

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

DECLARATION OF THE CONTRACTOR

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

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

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

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

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

Signature and stamp of BIDDER/SERVICE PROVIDER

ANNEXURE – 09

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

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

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

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.

Full signature of the bidder with official Seal & Address

Annexure 10

Details of the Item Data:-

Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1

<u>Item No.</u>	<u>Description of the Items</u>	<u>Quoted Rates</u>	<u>Quantity</u>
<u>Item "A"</u>	Cost per sample of basic tests for group "A"		01 No.
<u>Item "B"</u>	Cost per sample of basic tests for group "B"		01 No.
<u>Item "C"</u>	Cost per sample of Advanced tests for 10 or less than 10 test		01 No.
<u>Item "D"</u>	Cost per sample of Advanced tests more than 10 test		01 No.

Note:-

- Rates should not be quoted here
- The below mentioned quantity of samples throughout 4 years is approximate & it may vary seasonally. However, the payment will be made as per actual test samples as per quoted rates.

Description	Total samples of for 4 year (nos.)
Basic test Group "A"	48,00,000
Basic test Group "B"	12,00,000
Advanced test 10 or less than 10 tests	9,00,000
Advanced tests more than 10 test	1,80,000

ANNEXURE – 11

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

Joint Bidding Agreement

Note:-To be filled in and signed by the Bidder/Service provider and to be submitted on non judicial paper of **Rs.500/-duly notarized by Notary Public / First Class Magistrate.**) or Equivalent document.

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

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

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

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

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

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

Deleted

4. Role of the Parties

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

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

(b) Party of the Second Part shall be

{(c) Party of the Third Part}

5. Joint and Several Liabilities

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

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

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

First Party:

Second Party:

{Third Party :}

7. Representation of the Parties

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

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

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

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

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

8. Termination

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

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

SIGNED, SEALED AND
DELIVERED

SECOND PART

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED
AND DELIVERED
For and on behalf of

THIRD PART
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)



Mahateer

Notes:

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

ANNEXURE – 12

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

FORM OF INTEGRITY PACT

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

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

Enabling SERVICE PROVIDERS to abstain from bribing or indulging in any corrupt practice
in order to secure the contract by providing assurance to them that their competitors will also abstain
from bribing and other corrupt practices and the BMC will commit to prevent corruption, in any form,
by its officials by following transparent procedures. In order to achieve these goals, the BMC will

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

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

1. COMMITMENTS OF THE BMC

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

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

1.3 BMC will during tender process treat all service providers with equity and reason. The BMC before and during tender process provide to all service providers the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE SERVICE PROVIDERS / CONTRACTORS

2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract states in order to secure the contract or in furtherance to secure it.

2.2 The Service providers will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding

process or to any BMC person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BMC.

2.4 The Service providers/ Contractors will not enter with other service providers into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.5 The Service providers / Contractors will not commit any offence under relevant anti corruption laws of India. Further, the service providers will not use improperly, for purposes of competition for personal gain or pass on to others, any information or document provided by BMC as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

2.6 The Service providers/ Contractors of foreign origin shall disclose the names and addresses of agents /representatives in India, if any, and Indian bidder shall disclose their foreign principles or associates.

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

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

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

2.10 The Service providers / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

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

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

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

2.14 The service providers / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.

3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

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

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

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

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

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

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

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

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

6.10 Both parties accept, that the recommendation of IEM would be in the nature of advise and would not be legally binding. The decision of Municipal Commissioner in any matter/ complain will be the final decision.

7. VALIDITY OF THE PACT

7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the BMC and BIDDER /

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

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

8. FACILITATION OF INVESTIGATION

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

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

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

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

BMC BIDDER/SELLER

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

WITNESS-1(BMC) Witness-1(BIDDER/SELLER)

Signature -----

Name of officer -----

Designation -----

Name of Company -----

Address -----

Dated -----

(The above undertaking shall be submitted by the bidder **on Rs 500/- stamp paper**)

Mahatender Copy

Annexure – 13

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

(To be uploaded in Packet 'A')

Tender / Quotation dated20.....
**Standing Committee Resolution No _____ Dated _____/Mayor's/ Addl. Municipal
Commissioner's/DMC's Sanction No. _____ Dated _____**
CONTRACT FOR THE WORK

This agreement made this day of

Two thousand Between

Inhabitants of Mumbai, carrying on business at

In Bombay under the style and name of Messrs "the contractor of the
one part and Shri.

The Dy. Municipal Commissioner (CPD) (hereinafter called "the commissioner" 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 Dy. Municipal Commissioner (CPD) of the second part and the Brihanmumbai Mahanagarpalika (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 /Mayor's/ Addl. Municipal Commissioner's/DMC's** 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 considered an integral part of the contract, irrespective of whether these are not appended / referred to in it.**
 - 1) **Letter of Acceptance**
 - 2) **The Contractor's Bid**
 - 3) **Addendum to Bid, if any**
 - 4) **Tender Document**
 - 5) **The Bill of Quantities / Price Packet**
 - 6) **The specifications**
 - 7) **The General conditions of Contract**
 - 8) **The Special conditions of Contract**
 - 9) **Final written submissions made by the contractor during negotiations, if any**
 - 10) **All correspondence documents between bidder and BMC.**
 - 11) **Integrity Pact**
- 2) 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 supply, installation, Testing, Commissioning and CMC in conformity in all respects with the provision of the contract.

3) The Commissioner hereby covenants to pay to the Contractor in consideration of the supply, installation, Testing, Commissioning and CMC, 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.(C.P.D.) in the presence of

1) _____

2) _____

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

The Common Seal of the Brihanmumbai Municipal Corporation was

Affixed on this _____ day of _____

S E A L

Two Thousand _____ in the presence of

1) _____

2) _____

**Two members of the Standing Committee
Of the Brihanmumbai Municipal Corporation**

Witness _____

Municipal Secretary _____

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

Appendix 'A'

List of Users

Sr. No.	Head of Department	Facility	Units
1	EHO	Dispensary/ HBT Clinics	440
		Maternity Home	30
		Urban Health Centre	03
		Speciality Hospital	5
2	CMS&HOD (SHCS)	Peripheral Hospitals	16
3	Dean	Dr. R. N. Cooper Hospital	1
		HBT Traumacare Hospital	1

Note: Interested bidders may visit Head of Department office for exact locations of facilities mentioned above

Appendix 'B'
List of Basic Tests and Advance Tests

BASIC TESTS CATEGORY A	
Sr. No.	Test
1.	CBC and ESR
2.	Blood Growing
3.	PS for MP
4.	Urine Rauline & Microscopy Binod Glucose
5.	Blood Glucose (Randum, Fasting PLBS)
6.	S. Total Bilirubin
7.	S. Direct Bilirubin
8.	SGPT / ALT
9.	SGOT/AST
10.	Urea / BUN
11.	24 hrs Urine Protein
12.	S.Creatinine
13.	ALP
14.	S. Total Protein
15.	S. Albumin
16.	S. Globulins
17.	S. A:G Ratio
18.	S. Urea
19.	S. Total Calcium
20.	S. Phosphorus
21.	S. Uric Acid
22.	S. Cholesterol
23.	S. Triglycerides
24.	S. HDL (Direct)
25.	S. LDL
26.	S. VLDL
27.	T3
28.	T4
29.	TSH
30.	HbA1C
31.	S. Electrolytes
32.	Prolactin
33.	Widal Tube test
34.	Rapid Test – Leptospirosis IgM Antibody
35.	Rapid Test – Dengue NS1 Antigen
36.	Rapid Test – Malaria Antigen
37.	Rapid Test – Chikengunya Antigen
38.	Sputum AFB and Gram Stain
39.	HVC Rapid
40.	HCV Rapid HbsAg Rapid
41.	Rapid test for Dengue IgM / IGG antibody

BASIC TESTS CATEGORY B	
Sr. No.	Test
1.	G6PD
2.	PT / INR
3.	APTT
4.	Body Fluid routine and Microcopy
5.	S. Amylase
6.	U Microalbumin
7.	S. Lipase
8.	GGT
9.	FSH
10.	LH
11.	RPR (VDRL)
12.	RA QUALITATIVE
13.	COOMBS TEST
14.	ELISA Chickengunya IgM antibody
15.	CSF Routine & Microscop
16.	PAP Smear Cytology
17.	ELISA for Dengue IgM antibody
18.	ELISA for IgM Leplospirosis
19.	ELISA for IgM to HCV
20.	ELISA for IgM to HAV
21.	ELISA for IgM to HEV
22.	ELISA for HBSAg
23.	FNAC

ADVANCE TESTS	
Sr. No.	TEST
1.	HEP WITH IEC
2.	HPE small Specimens
3.	HPE big Specimens
4.	Total PSA
5.	CA 125
6.	CA 19.9
7.	CEA
8.	D Dimer
9.	FDP
10.	AFP
11.	Anti Pro BNP
12.	Torch Panel IgG IGM
13.	Swab and Fluid Culture and Sensitivity
14.	Blood Culture and sensitivity
15.	AFB Culture Sensitivity
16.	Genexpert
17.	Free T3
18.	Free T4
19.	Anti Thyroid antibody

Sample collection Time	Report by time
8.00 am to 2.00 pm	8.00pm
2.00 pm to 8.00 pm	2.00am
8.00 pm to 8.00 am	8.00pm
Note: TAT will be 24 hrs.	

Annexure-A

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

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

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Annexure-B

**Tender No. Dy.Ch.E./CPD/ 47 /TDR /AE-5 of 2024-25
Mahatender ID : 2025_MCGM_1156707_1**

(It shall be uploaded in Packet A)

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

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

2) Annexure B shall be certified by Chartered Accountant.

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