

BRIHANMUMBAI MUNICIPAL CORPORATION
Department of Public Health

Office of Chief Medical superintendent & Head of Department

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

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REQUEST FOR PROPOSAL

Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center ”, through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.

MAHATENDER ID NO. 2025 MCGM 1163637

B.M.C.

DEPARTMENT OF PUBLIC HEALTH

MUMBAI

THIS TENDER DOCUMENT CONSISTS OF:

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1 : E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Department of Public Health

Office of Chief Medical superintendent &HOD (SHCS)

2ndfloor, K.B.BhabhaHospital, Bandrawest, Mumbai , 400054

Request for Proposal Notice

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

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

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

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

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

Sr. No	Description	Tender Fee (₹)	EMD (₹)	Start Date and Time of online Bid Downloading	End Date and Time of online Bid Submission
1.	Request For Proposal for Operation & Management of Panjabi Galli Diagnostic Center", through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092. <u>Tender ID:</u> <u>2025 MCGM 1163637.</u>	₹27,500/- +₹4,950/- (18%GST) ₹32,450/- only	₹ 60,00, 000/- (Rs- Sixty lakhs only)	26.03.2025 at 12:00 hrs	17.04.2025 till 12:00 hrs

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

The pre-bid meeting will be held on **07th April 2025 3 PM at the venue: Conference Hall 2nd floor, annex building at Office of Hon'ble AMC(WS)**. Head Office, Fort Mumbai-400001. The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum. The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions. **Authorized representatives should have an authorization letter to attend the pre-bid meeting.**

The Tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Tender notice. However, the bid will be invited through Mahatender portal only (<https://Mahatenders.gov.in>).

The tenderer shall have to pay EMD through online mode only.

However, online payment receipts for EMD should be uploaded in (Packet A) as prescribed in Tender Document.

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/-

Ch.M.S.&HOD(SHCS)

For detailed tender document please scroll down

Header Data

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

E-Tender ID	2025_MCGM_1163637
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center”, through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.
Estimated Cost	₹ 02 Crore only (Annual Concession fee)
Contract Period	15 Years with provision of extension for another 15 years that is total 30 years
Tender Fee	₹ 27,500/- + ₹4950/- (18% GST) = ₹32450/-through online mode
Earnest Money Deposit	₹60,00,000/- (Rupees Sixty lakhs only) through online mode
Start Date and Time ofonline Bid Downloading	26.03.2025 at 12 hrs
End Date & Time of online Bid Submission	17.04.2025 till12 hrs
Pre Bid Meeting Date, Time & venue	07 April 2025, 3.00 pm at the venue: Conference Hall 2 nd floor, annex building at Office of Hon’ble AMC (WS).
Opening of bid (Packet A)	As mentioned in https://mahatenders.gov.in
Opening of Technical bids (Packet B)	
Opening of Commercial bids (Packet C)	
Email address for contact	cms.phd@mcmgm.gov.in Dr Mayura Nagle : +91-8169914798 osd.health@mcmgm.gov.in Dr Maharudra Kumbhar: +91-8879663301

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

BRIHANMUMBAI MUNICIPAL CORPORATION
Department of Public Health
Office of Chief Medical Superintendent &HOD (SHCS)
2ndfloor, K.B.Bhabha Hospital, Bandra west, Mumbai , 400054

3: PREAMBLE

The Brihanmumbai Municipal Corporation invites *Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center ”, through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.*

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority

shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process. From date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.

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

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

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

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

**SECTION 6: GENERAL INSTRUCTIONS AND CONDITIONS TO THE
TENDERERS**

<p>Before filling in the tender, tenderers are requested to go through the “General Instructions to Tenderers”, the “Mandatory conditions”, all “Annexures”, “Article of Agreement” carefully, wherein the tender conditions and contract conditions are clearly mentioned.</p>	
1. Eligibility Criteria	
A.	For determining the eligibility of Bidders, the following shall apply:
B.	The Bidder shall be a single entity or consortium of a maximum of 2 players, where lead member should be the entity running the Hospital. The term Bidder used herein would apply to both a single entity and a consortium
C.	<p>(i) A Bidder may be a single business entity under the Companies Act 2013/1956 or an incorporated entity under equivalent acts (in case of foreign entities)</p> <p style="text-align: center;">or</p> <p>(ii) An organization registered under the Societies Registration Act 1860 or any relevant Act of the State or Union Territory</p> <p style="text-align: center;">or</p> <p>(iii) A Public trust registered under the law for the time being in force</p> <p style="text-align: center;">or</p> <p>(iv) A Charitable Company registered under Section 25 of the Company Act, 1956/section 8 of Company Act 2013</p> <p style="text-align: center;">or</p> <p>(v) A registered partnership firm</p> <p style="text-align: center;">or</p> <p>Any combination of (i), (ii), (iii), (iv) or (v) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in TENDER.</p>
D.	<p>Minimum eligibility criteria-To be eligible for bidding, a Bidder shall fulfill the following conditions of eligibility as on bid due date</p> <p>Technical Capacity: For demonstrating technical capacity and experience (the ““Technical Capacity””), the Bidder must meet the following criteria and shall provide details & proofs as per Annexure 5</p> <p>At least One multi- specialty or super-specialty hospital in India offering healthcare services with a minimum bed capacity of 50 beds</p> <p style="text-align: center;">or;</p> <p>A Diagnostic Center where Radiological & Pathological Diagnostic facility should be under the management of the Bidder.</p> <p>The Bidder should have a NABH/JCI/NABL accreditation (Should not be of Entry Level) for at least one of its multi- specialty or super- specialty hospital(s), /Diagnostic Center as mentioned above.</p>

At least 5 years of operating experience of multi - specialty or super-specialty hospitals/Diagnostic center in India.

Financial Capacity: The Bidder shall demonstrate, a CA certified minimum Average Annual Turnover of Rs. 30 crores (Rupees Thirty crores) for preceding three financial years (2023-24, 2022 -23, 2021- 22) and

Net Worth of Rs.10 crores (Rupees Ten crores”) at the close of the preceding financial year (2023-24).

To demonstrate the above, the Bidder shall enclose the following:

1. Certificate(s) from a chartered accountant stating the Technical Capacity of the Bidder
2. Copy of the NABH/JCI/NABL Accreditation certificate
3. Certificate(s) from its statutory auditors specifying the annual turnover for the three financial years preceding (2023-24, 2022 -23, 2021- 22)
4. Net worth of the Bidder, as at the close of the preceding financial year (2023 -24), and also specifying that the methodology adopted for calculating such Annual Turnover and net worth conforms to the provisions of this clause.

For the purposes of this TENDER, net worth (the “Net Worth”) shall mean,

For Companies under Companies Act 1956 or Companies Act 2013: - the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off.

For entities other than Companies: - the total assets minus total liabilities.

For the purposes of this TENDER, average annual turnover (the Average Annual Turnover”) shall mean simple mean average of the preceding three financial years of gross annual revenue not including income from other sources like interest, dividend, rent etc.

The Bidder should submit a Power of Attorney as per the format, authorizing the signatory of the Bid to commit the Bidder

In case the Bidder is a Consortium, it shall, comply with the following additional requirements

- (i) The Concessionaire shall form an SPV with shareholding/ownership equity commitment(s) in accordance with this TENDER, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
- (iii) Commit the minimum equity stake to be held by each member;
- (iv) Commit that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this TENDER, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV through out the Concession Period and shall further commit that the Lead Member shall, hold equity share

capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period; members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPV throughout the Concession Period; and

- (v) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the close of the Project is achieved in accordance with the Concession Agreement; and
- (vi) Except as provided under this TENDER and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.
 - Any entity which has been barred by the Central / State Government or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid
 - A Bidder or Associate should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated for breach by such Bidder or Associate.
 - In computing the Technical Capacity and Financial Capacity of the Bidder, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.
 - For purposes of this tender, associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
 - It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.
 - Any entity which was declared as the preferred bidder in the earlier bidding process and has withdrawn from the project would not be eligible to submit this Bid.

The following conditions shall be adhered to while submitting the Bid;

- Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.

	<ul style="list-style-type: none"> • In responding to the tender document, Bidders should demonstrate their capabilities in accordance with the eligibility criteria mentioned in this document with certified documents wherever required.
E.	<p>litigation history:</p> <p>The Bidder shall disclose the litigation history in Annexure-12 to be submitted in Packet ‘B’.</p> <p>If there is no litigation history, the bidder shall specifically mention in Annexure-12 that there is no litigation history as per the clause of litigation history for the period of 5 years prior to due date of the tender.</p> <p>In case there is litigation history, litigation History must cover in Annexure-12. Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.</p> <p>The evaluation of Litigation History, as submitted / disclosed by the bidder as per the Annexure-12, will be done as follows:</p> <ol style="list-style-type: none"> 1. If in the opinion of BMC / Competent Authority, the actions taken by the authorities mentioned in the foregoing paragraph are not of a serious nature and / or not likely to affect the performance of this contract materially, the same may not be adversely considered against the bidder while evaluating the bidder’s qualifications. 2. If in the opinion of BMC / Competent Authority, the actions taken by the authorities as mentioned in the foregoing paragraph are of grave in nature, the bidder may be declared ineligible as per Clause (23) j (2) hereinafter. 3. While performing the evaluation of the Litigation History, the BMC / Competent Authority will be at liberty to ask the bidder to clarify certain points or provide additional information as deemed fit. While doing so, the BMC/Competent Authority shall clearly prescribe a time within which the bidder is expected to respond. The bidder shall submit such clarifications / information within the prescribed time. 4. Notwithstanding the above, the BMC/ Competent Authorities may make appropriate references to the concerned authorities to ascertain the correctness of information submitted by the bidder.
F.	<p>All bidders must disclose the names & contacts of their partners, if any. Any bidder failing to do so 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</p>

	<p>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 bid separately under different names for the same contract.</p> <p>ii. If it is found that firms as described in clause 1-D have submitted bids 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.</p> <p>iii. If it is found that closely related persons as in clause 1-G have submitted separate tenders/quotations under different names firms /establishment but with common address for such establishment/firms and /or if such establishment/firms though they have different addresses, are managed or governed by the same person / persons jointly or severally, such tenderers Shall be liable for action as in clause No 1-G(i) including similar action against the firms/ establishments concerned.</p>
2.	<p><u>Extension:-</u> The Municipal Commissioner reserves right to extend or open bids of tenders without assigning any reasons.</p>
3.	<p><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 publish it on the portal of BMC and Mahatender. Such addendum/corrigendum/clarification so issued shall form part of the tender documents. All tenderers shall digitally sign such addendum/corrigendum/clarification and upload it in Packet ‘A’</p>
4.	<p>The tenderer shall offer the best prices for the subject work as per the present market rates and that the bidder should not have offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the 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 tenderer, that any information given by tenderer, in this tender is false or incorrect, he shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever. Tenderer/tenderers 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>

	Affidavit shall be uploaded in this respect as per annexure –3a.
5.	Bidder shall not have been debarred/ black listed by BMC / Central Govt. / State Govt. / Public sector undertaking/any other Local body. If in future, it comes to the notice of BMC / if it is brought to the notice of BMC during the currency of this contract, that any disciplinary/penal action is taken against the bidder / principle manufacturer due to violation of terms and conditions of the tender allotted to Bidder / his principle manufacturer which amounts to cheating /depicting of malafide intention anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as it finds fit.
6.	<u>Validity :-</u> The validity of the offer should be for at least 180 days from the date of the opening of the tender. Tenders specifying validity less than 180 days shall be rejected outright.
7.	<u>Payment of E.M.D.(Earnest money deposit):-</u> The tenderer shall pay entire amount of EMD online through payment gateways of GOM on URL http://mahatenders.gov.in . The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/ Packet 'A'. Any Bid not accompanied by an acceptable EMD, shall be rejected outright as non-responsive.
8.	<u>Refund of E.M.D.</u> 1. Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically as per Mahatender procedure. 2. The EMD of successful bidder will be discharged when bidder has signed the agreement and / or furnish the required security deposits as elaborated in standard bid documents.
9.	<u>Forfeiture of Entire EMD</u> 1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity) 2. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: i) sign the Agreement; and/or ii) Furnish the required Security Deposits. iii) If mentioned in this documents specifically.
10.	<u>Tender Fees:-</u> Tender fee is mentioned in tender notice shall not be refundable. The tenderer shall have pay tender fee online on Mahatender portal through payment gateway of GOM on URL https://mahatenders.gov.in .
11.	<u>Acknowledging communications :-</u> Every communication from the Office of Chief Medical superintendent &HOD (SHCS) Brihan Mumbai Municipal Corporation to the tenderer should be acknowledged by the Bidder with the signature of authorized person and with official rubber stamp of the Bidder.

12.	<p><u>Where and how to submit the tender :-</u></p> <p>(Refer Section 5- Flow of activities of Tender &Section 4 : Instructions to Tenderer participating in e-Tendering)</p> <p>The e-Tendering process of BMC is enabled through Mahatender portal 'https://Mahatenders.gov.in'</p> <p>The bid should be submitted online through website https://Mahatenders.gov.in in threeCovers i.e. Fee/Prequel, TechnicalCover&Finance Cover.</p> <p>All documents should be properly attested and then uploaded. To prepare and submit the bid/offer online all tenderers are required to have e-token based DIGITAL SIGNATURE CERTIFICATE. The Digital signature certificate should be obtained from competent authority; However, the e-tender website or helpline numbers may guide you for obtaining the same</p> <p>Deadline for submission of bid – as per schedule mentioned in tender notice.</p>
13.	<p><u>Documents to be uploaded :-</u></p> <p>Original scanned documents or self attested photocopies of specific documents shall be scanned and uploaded.</p> <p>This complete 'Tender Document' shall be uploaded as a token of acceptance of all clauses / conditions / requirements / instructions contained in this tender document.</p>
14.	<p><u>Authentication for documents :-</u></p> <p>The responsibility to produce correct and authenticdocuments rests with the tenderer. If any document is detected to be forged, bogus etc., the tender shall be rejected, and the tender deposit shall be forfeited. Any contract entered under such conditions shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said biddersshall be instituted. The Municipal Commissioner shall also be entitled to recover from thebidders dues the damages/losses occurred thereof.</p>
15.	<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>
16.	<p><u>Sign and seal:-</u></p> <p>Affixing of digital signature anywhere while submitting the bid shall be deemed to be signed by bidder and mean acceptance of the terms, conditions and instructions contained in this tender document as well as confirmation of the bid/bids offered by the Bidder which shall include acceptance of special directions/terms and conditions if any, incorporated.</p> <ol style="list-style-type: none"> i. If a tender is submitted by a firm, it shall be digitally signed by the Directors of the said firm or authorised representative only. ii. If a tender is submitted by a partnership firm, it shall be digitally signed by person/partner holdingthe power of attorney on behalf of the said firm or authorised representative only.

	iii. If a limited company/ Societies /Trust/govt. undertaking/semi govt. undertaking submits and uploads a tender, it shall be digitally signed by a person holding power of attorney or authorised representative only.
17.	<p><u>Power of Attorney (POA):-</u> 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/-. Note –</p> <p>(a) The Registered Power of Attorney, (if any) registered with Chief Accountant (B.M.C.) will be accepted.</p> <p>(b) If all uploaded documents are signed by Proprietor or 2 directors / Managing Director or All partners, as the case may be, POA is not required to be submitted.</p> <p>If Tender is awarded and Contract Documents are signed by POA Holder then at the time of contract POA is to be registered at the Office of Chief Accountant (B.M.C.)</p>
18.	<p><u>Unconditional offer:-</u> Tenderers shall quote a firm & unconditional offer. <u>Conditional offers shall not be considered and shall be treated as non-responsive.</u> Bonus/complimentary/discount offer given with condition will also be rejected. Bonus/complimentary/discount offer without any condition will not be considered for evaluation of comparative assessment. The net price quoted will only be considered for determining the Highest bidder irrespective of unconditional Bonus/complimentary / discount offer.</p>
19.	<p><u>Variation in rate:-</u> Tenderers shall fill in the tender carefully after noting the items and its specifications. No variation in rates etc. shall be allowed on any grounds such as clerical mistake, misunderstanding etc. after the tender has been submitted.</p>
20.	<p><u>Firm price :-</u> The prices quoted shall be firm and no variation will be allowed on any account whatsoever. The tenderer should quote the basic rate and applicable GST percentage separately. The basic rates quoted shall be inclusive of all taxes and duties applicable except GST.</p>
21.	<p><u>Contradictory Clause in tender :-</u> Tenders containing contradictory, onerous and vague stipulations and hedging conditions such as "subject to prior sale" "offer subject to availability of stock" " Offer subject to confirmation at the time of order" "Rates subject to market fluctuations" etc. will be rejected outright.</p>
22.	<p><u>Alternative clauses in tender:-</u> 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>
23.	<p><u>Rejection:-</u> The tender may be considered incomplete, irregular, invalid and liable to be rejected If</p> <p>a) The tenderer stipulates own condition /conditions,</p> <p>b) Does not fill & sign the Tender Form incorporated in the Tender,</p> <p>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</p>

d)	Tenderer is not eligible to participate in the bid as per laid down eligibility criteria;
e)	The Goods offered are not eligible as per the provision of the tender
f)	Does not submit valid documents listed in Packet 'A' & Packet 'B'.
g)	Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.
h)	Stipulated validity period less than 180 days.
i)	Particular furnished by tenderer are found materially incorrect or misleading, such tender shall be rejected and their EMD shall be forfeited and shall be liable for further action like black-listing etc. Any change occurring within their institute like change in name of firm, change of partner, change in the constitution, change in brand name of the product, merger with any other institutions, contract work, if any, allotted to another firm, any freshly initiated court case should be promptly intimated to the BMC. If the tenderer fails to submit such information during the tenure of the contract, that shall invite legal action and black-listing as well.
j)	Even though the Tenderers meet the eligibility criteria, they are subject to be ineligible if they have:
1)	Made misleading or false representation in the forms, statements & attachments submitted in proof of the qualification requirements; and / or
2)	Record for poor performance such as non-supply of allotted materials, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. in BMC.
24.	<p><u>Bidders address :-</u></p> <ul style="list-style-type: none"> The Bidder's complete address, list of partners with their names and commercial and residential addresses must be indicated in the tender as per Annexure - 1. Tenderer Participating in this bidding process have to furnish the details as per annexure – 1
25.	<p><u>The Three Covers system</u> The tenderer should upload tender in Three Covers system as below.</p> <p>i. The tenderer should upload tender in Three Covers (Packets) system as below, so as to have fair, transparent and timely completion of tendering process. Tenderers are requested to submit all required documents specified under each packet while submitting tender itself.</p> <p>ii. The tender shall be uploaded only by the tenderer with his own digital signature authorized representative, in whose name the tender document is downloaded. Authorization letter of authorized representative shall be uploaded in packet 'A'.</p> <p>iii. All the documents should be strictly uploaded in P.D.F. format</p> <p>iv. If the tenderer has not uploaded all the required and necessary documents as prescribed in packet 'A' & Technical Cover/Packet 'B' at the time of Bid Submission then the tenderer shall be intimated to comply with the said requirements through email on their e-mail id as provided by them in Annexure</p>

	-1 or on Mahatender portal's shortfall documents folder. Tenderer in return shall reply to email or submit self attested, signed, scanned copies of the short documents asked under Short fall Documents Folder on Mahatender Portal within 7 working days (excluding weekly & other holidays) from the date of intimation.
v.	The documents which are uploaded in Packet 'A' & Technical Cover/Packet 'B' with bid original of which, if called, shall be produced for verification within 3 days. Also if required, BMC may ask any clarification /Documents / Additional Documents from the tenderer during the tender process. If the information of short documents (Packet 'A' & Technical Cover/Packet 'B' as applicable) send by BMC by e-mail on the bidders e mail ID as provided by them and if the information in regards with the tender if not delivered or short documents not submitted /information is not received to BMC, for such lapses, BMC shall not be responsible and it will be treated as noncompliance of the short fall documents by the bidders. In such case their offer will be treated as non-responsive.
vi.	Valid and correct E-mail ID for communication in respect of the bid shall be provided in Annexure-1 by the bidder. It is the responsibility of the bidder to provide the correct e-mail address in the annexure. All the communication regarding tender will be done on this E-mail ID only. Bidders will also make all communication from E-mail ID specified in Annexure-1 only. Any communication received from other E-mail ID will not be considered as valid one. During tender process if E-mail ID specified in Annexure-1 is changed then the bidder shall intimate the same to the concerned well in advance.
vii.	The tenderer shall not disclose / quote the rate of the items in Fee/ PreQual Cover/ Packet 'A' & Technical Cover/Packet 'B' (Bill of Entry, Purchase Orders). (Any price / Rupees / Amount should be masked). The document where price / Rupees / Amount are not masked will not be accepted and item will be considered Non Responsive.
viii.	The tenderer must scan and upload the currently valid documents including the due date and time of tender
ix.	The tenderer shall submit all the information /declarations/ affidavits mentioned in respective annexure.
x.	All Annexure(s) shall be physically signed as per their respective conditions and uploaded.
xi.	All addendums /corrigendum shall be uploaded along with tender document
I	<u>Technical Bid Cover Contains following sub covers:-</u>
a)	<u>Fee Cover :-</u> The bidder shall upload scan copy of online paid EMD along with the Bid Submission in Fee Cover/Packet
b)	<u>Packet – 'A':</u> The following Documents shall be submitted in the Packet 'A':-
1.	Particulars about the Tenderer (Annexure –1)
2.	Tender form (Annexure -2)

3.	Undertaking to be signed by the Tenderer(Annexure-3a)
4.	Undertaking of insolvency/blacklisting to be signed by theTenders. (Annexure- 3b)
5.	Authorization letter for attending tender opening (Annexure-6)
6.	Articles of Agreement (Annexure 7)
7.	Authorization letter for Downloading and Uploading Tender (Annexure-8)
8.	Grievance Redressal Mechanism (Annexure 9)
9.	Form of integrity pact (Annexure- 10)
10.	Declaration by the tenderer regarding HSN Code & GST Tax% (Annexure 11)
11.	Details of criminal cases history Declaration shall be submitted by the tenderer and his manufacturer on Rs.500/- stamp paper (Annexure 13)
12.	Annexure 14 Undertaking cum Indemnity Bond
13.	Tender document (except Annexures and only Mahatender copy should be uploaded.)
14.	<u>Firm/Company/Sanstha Registration Certificates.</u> i) Power of attorney in case of Limited. Co. / Pvt.Ltd. Co. / Govt. /Semi Government Undertaking. ii) Company Registration Certificate, articles of association as the case may be. iii) Certified copy of latest partnership deed in case of partnership firm.
15.	Solvency certificate The tenderer should upload solvency certificate for minimum of Rs. 30 Lakhs from the Nationalized/Scheduled/Foreign bank. The issue date should not be more than 6 month prior to the due date of the tender and the same will be considered valid for 12 months from the date of issue.
16.	<u>GST Registration Certificate (as applicable).</u>
17.	<u>PAN CARD</u> a) Tenderer's own PAN Card in case of individual / Dealers/Supplier /Distributor/ agent etc. b) In case of Company or firm i) PAN Card of proprietor in case of proprietary /Ownership firm ii) PAN Card of Company in case of Private limited Company- iii) PAN Card of a firm in case of Partnership firm c) PAN Card of the Societies /Trust which are registered under Public Trust Act 1950 / Registration Act 1960 / The Maharashtra Co. Op Society Registration Act 1960 (whichever is applicable)

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

	<p>a) <u>While quoting the basic prices it must be exclusive of all taxes, All Duties, levies, Cess etc. The GST shall be quoted separately as mentioned above. The rate quoted will be taken into consideration for evaluation and price comparisons.</u></p> <p>b) <u>Format for Premium Fee given in Appendix II, Bidder should fill, sign and stamp on letter head before uploading the Packet 'C' as PDF Copy.</u></p>
26.	<p><u>Taxes and Duties :-</u></p> <p>G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the Services to be provided by the Tenderers falls under Reverse Charge Mechanism, the price Quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any.</p> <p>Rate accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates , increase in taxes/ any other levies/ tolls etc. except that payment/ recovery for overall market situation shall be made as per price Variation and if there is any subsequent change(after submission of bid) in rate of GST applicable on work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC where as any reduction in the rate of GST shall be passed on to BMC as per provisions of the GST act.</p> <p>As per the provision of Chapter XXI-Miscellaneous section 171(1) of GST Act, 2017 governing 'Anti Profiteering Measure' (APM), 'any reduction in rate of tax on any supply of goods and services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices'.</p> <p>Accordingly, the contractor should pass on complete benefit accruing to him on account of reduced tax rate or additional input tax credit to BMC.</p> <p>Further, all the provisions of GST Act will be applicable to the tender.</p>
27.	<p><u>Pre-bid Meeting :</u></p> <p>The pre-bid meeting will be held at <u>venue – 7th April time :- 03 PM .Conference Hall, 2nd floor, Annexe Building, Office of Hon'ble AMC(W.S), Head Quarter, fort Mumbai, 400001.</u></p> <p>The prospective tenderer(s) should submit their suggestions/observations, if any, in writing minimum 2 days before Pre-bid meeting. Only suggestions/observations received in writing will be discussed and clarified in pre-bid meeting and any modification of the tendering documents, which may become necessary as a result of pre-bid meeting, shall be made by BMC exclusively through the issue of an addendum/corrigendum through Municipal Web site only.</p> <p>The tender uploaded shall be read along with any modification. Authorized representatives of prospective tenderer(s) can attend the said meeting and obtain clarification regarding specifications, works & tender conditions.</p> <p>Authorized representatives should have authorization letter to attend the pre-bid meeting.</p> <p>Nonattendance at pre-bid meeting shall not be a cause for disqualification of the tenderer.</p>

	The suggestions / objections received in pre bid meeting may not be considered, if the same are not in consonance with the requirements of the tender/ projects.								
28.	<p><u>Procedure for the opening of the tender Cover :-</u> Administrative cover Packet ‘A’ & Technical Cover/Packet ‘B’ will be opened online simultaneously on the due date and due time as stated in website, when the tenderer or his authorized representative will be allowed to remain present. Finance cover/ Packet ‘C’ will be opened only if the administrative & technical offer in Packet, Administrative Cover/ Packet ‘A’ & Technical Cover/Packet ‘B’ is acceptable. In case the administrative and technical offer in Administrative cover/Packet ‘A’ & Technical Cover/Packet ‘B’ is found not acceptable or found incomplete and those who fail to pay applicable EMD, Tender fee, then Finance cover/ Packet ‘C’ will not be opened and offer will be kept out of consideration. The date and time of the opening of Finance cover/ Packet ‘C’ will be intimated to the responsive tenderer via mail. <u>No complaint for non receipt of such intimation will be entertained.</u></p>								
29.	<p><u>Evaluation of the tender:-</u></p> <table border="1"> <tr> <td>i.</td> <td>After opening of Administrative cover/ Packet ‘A’ & Technical Cover/Packet ‘B’, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The Tender shall be on the basis of submitted substantiation documents.</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 Tenderers 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 Tenderers shall be opened later, on a given date and time.</td> </tr> <tr> <td>iv.</td> <td>The documents which are uploaded in Administrative cover/ Packet ‘A’ & Technical Cover/Packet ‘B’ with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.</td> </tr> </table>	i.	After opening of Administrative cover/ Packet ‘A’ & Technical Cover/Packet ‘B’, on the scheduled date and time, contents of the tenders received online through e-tendering process along with all prescribed mandatory documents will be examined. The Tender shall be on the basis of submitted substantiation documents.	ii.	Any bid that does not meet the bid conditions laid down in the bid document will be declared as not responsive and such bids shall not be considered for further evaluation. However, the Tenderers can check their bid evaluation status on the website. EMD of nonresponsive bidder will get refunded on finalization of status on Mahatender Portal.	iii.	Bids which are in full conformity with bid requirements and conditions shall be declared as responsive bid for opening price bid on the website and price bid of such Tenderers shall be opened later, on a given date and time.	iv.	The documents which are uploaded in Administrative cover/ Packet ‘A’ & Technical Cover/Packet ‘B’ with Tender original of which, if called, shall be produced for verification within 3 days. Also if required, B.M.C. may ask any clarification / Additional Documents from the tenderer during the tender process.
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30.	<p><u>Inspection Visit :-</u> The Highest Bidder shall have to arrange the visit at Hospital site mentioned in experience Certificate to prove technical capacity, for minimum three BMC’s officers authorized by BMC at bidder’s own expenses. The Hospital site Inspection Visit should be arranged within a period of 10 working days from the date of letter of intimation from the concerned BMC officer.</p>								
31.	<p><u>Internal Grievance Redressal Mechanism :-</u> B.M.C. has formed PPP Cell under chairmanship of AMC(W.S) for overall decision-making body including for the Redressal of grievances of bidders/prospective bidders/ related to any differences/disputes on BMC patients and their bills for consideration of Concessionaire/authority.</p>								

	<p>1. In the event of any grievance, the same shall preferably be brought in monthly or quarterly review meetings with an advance intimation of seven days.</p> <p>2. It would be the bidder's responsibility to substantiate his claim/ grievance with proper documentary evidence/ records.</p> <p>3. If the dispute is not resolved by the time of the next review meeting, the bidder shall notify PPP cell about the claim / grievance with all documents and minutes of the earlier review meeting wherein it was raised first.</p> <p>4. The PPP cell will hear the bidder, examine the claim/ grievance and pass a reasoned order within Fifteen days of the hearing. If the bidder has been asked to provide additional information or clarifications, the order will be passed within fifteen days of receiving a response from the bidder.</p> <p>5. If the bidder fails to respond within the prescribed period or appears for the hearing, the order will be passed <i>ex-parte</i>.</p> <p>6. The decision of the PPP cell shall be final & binding.</p> <p>However, Municipal Commissioner has right to reject the request of bidder to allow to approach for Redressal Committee.</p>
32.	<p><u>Price Negotiation :-</u></p> <p>The BMC reserves its right to negotiate with the Highest acceptable tenderer (H-1), who is techno-commercially suitable for offer of Highest premium fees against Concession agreement for Hospital Facility in this TENDER and on whom the contract could have been placed but for the decision to negotiate.</p>
33.	<p><u>Acceptance of Tender/ Award of Contract :-</u></p> <p>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.</p> <p>The decision of the Municipal Commissioner shall be final and binding and Municipal Commissioner, do not pledge himself to accept the Highest or any tender and reserves the right to reject any or all tenders without assigning any reason.</p> <p>A contract will not be awarded to the successful tenderer if Performance Security Deposit is not deposited by him to the BMC within stipulated time limit.</p>
34.	<p><u>Integrity Pact (If Applicable) :-</u></p> <p>The bidder must upload in Packet 'A', the agreement of integrity pact as per attached annexure-10 duly signed and stamped on Rs.500/- stamp paper duly notarized.</p> <p>The tenderer shall offer the best prices for the subject concession period under TENDER as per the present market rates and that the bidder should not have offered less prices for the subject concession period under tender to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also.</p> <p>Further, the tenderer has to fill in the accompanying tender with full knowledge of the above liabilities and therefore they will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.</p> <p>In the event, if it is revealed subsequently after the allotment of work/ contract to tenderer, that any information given by tenderer, in this tender is false or incorrect, he</p>

	<p>shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Municipal Corporation, in any manner and will not resist any claim for such compensation on any ground whatsoever.</p> <p>Tenderer/tenderers shall agree and undertake that he/they shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to them or any work assigned to them if it is withdrawn by the Corporation."</p>
35.	<p><u>Period of Contract:</u> The period of contract shall be Thirtyyears from the date of signing of the concession Agreement as mentioned in TENDER.</p>
36.	<p><u>This tendering process is covered under Information Technology Act & Cyber Laws as applicable.</u></p>

Section 7: Description and Scope of Work

7.	<p>Introduction:-BMC one of the oldest Municipal corporation, as local self government body governed by Mumbai Municipal Corporation Act 1888.It perform its all essential public service related functions having many departments like Education, Public Health Department , Solid Waste Management, Storm Water Drain, Hydraulic Engineering for Water supply, &, various wards, supporting departments like Roads, Special Engineering, Central Purchase, Mechanical & Electrical, Refrigeration, Infrastructure Development Cell etc...</p> <p>Public Health Department primarily deals with Healthcare services provided by BMC. BMC is the only municipal corporation in the country, which provides all three tier services to its citizens. Primary Healthcare Services by operating 212 health posts, 192 dispensaries, 30 maternity homes and 5 specialised hospitals. Secondary Healthcare Services by operating its 16 peripheral hospitals & Tertiary Healthcare Services by operating its 4 Medical Colleges &Major hospitals with one Dental College & Hospital.</p> <p>BMC is committed for providing high-quality diagnostic services to the residents of Mumbai. In line with this vision, BMC is embarking on a significant project to establish a state-of-the-art Diagnostic Center at Punjabi Galli Borivali West, Mumbai, addressing the critical diagnostic service needs of the community through PPP Model.</p> <p>BMC invites Request for proposal from private healthcare service providers /or their authorized consortium of two players for <i>Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center</i> ", through <i>Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.</i> from date of letter of acceptance as per the specifications attached separately with this document and as per the terms and conditions as mentioned therein and as per the provisions of the M.M.C. Act 1888 as amended till date.</p>
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7.1	<p>Project Details: BMC has Newly constructed diagnostic center for which inviting Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center ”, through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.</p> <p>All Supportive Mechanical Electrical, Electric Substation, Lifts, etc Completed (Excluding the biomedical equipments& Furnitures etc).</p>																																								
7.2	<p>Site Location and Address:- “Panjabi Galli Diagnostic Center ” situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.</p>																																								
7.3	<p>Details of available infrastructure as below:</p> <table border="1" data-bbox="329 636 1359 1686"> <tr> <td data-bbox="329 636 394 741">1</td> <td data-bbox="394 636 646 741">Name of Developer</td> <td data-bbox="646 636 1359 741">Newly Constructed by BMC</td> </tr> <tr> <td data-bbox="329 741 394 772">2</td> <td data-bbox="394 741 646 772">Architect</td> <td data-bbox="646 741 1359 772">Dept. of Municipal Architect BMC</td> </tr> <tr> <td data-bbox="329 772 394 856">3</td> <td data-bbox="394 772 646 856">Structural consultant</td> <td data-bbox="646 772 1359 856">HIC Dept. Of BMC</td> </tr> <tr> <td data-bbox="329 856 394 888">4</td> <td data-bbox="394 856 646 888">Plot Area</td> <td data-bbox="646 856 1359 888">3039.7 Sq.mt.</td> </tr> <tr> <td data-bbox="329 888 394 919">5</td> <td data-bbox="394 888 646 919">FSI Consumed</td> <td data-bbox="646 888 1359 919">1</td> </tr> <tr> <td data-bbox="329 919 394 951">6</td> <td data-bbox="394 919 646 951">Built Up Area</td> <td data-bbox="646 919 1359 951">2983.14 Sq.Mt.</td> </tr> <tr> <td data-bbox="329 951 394 1077">7</td> <td data-bbox="394 951 646 1077">Infrastrucure</td> <td data-bbox="646 951 1359 1077">Diagostic Center Building(Ground +2 Floor)</td> </tr> <tr> <td data-bbox="329 1077 394 1266">8</td> <td data-bbox="394 1077 646 1266">Description</td> <td data-bbox="646 1077 1359 1266">This is ground plus 2 story structure dedicated for diagnostic & Dialysis facility.Designed and constructed as per relevant norms.All civil & Mechanical Electrical work,Fire compliance work competed excluding Equipments, Furnitures,Fixures,Bio medical Equipments</td> </tr> <tr> <td data-bbox="329 1266 394 1297">9</td> <td data-bbox="394 1266 646 1297">Present Status</td> <td data-bbox="646 1266 1359 1297">The project is completed</td> </tr> <tr> <td data-bbox="329 1297 394 1329">10</td> <td colspan="2" data-bbox="394 1297 1359 1329">Floor wise facilities In Diagnostic Building</td> </tr> <tr> <td data-bbox="329 1329 394 1497"></td> <td data-bbox="394 1329 646 1497">Ground floor</td> <td data-bbox="646 1329 1359 1497">Entrance lobby, Registration, General & Specialty OPD Chambers, Radiology Dept (Xray , Sonography, Mamography, 2D Echo, CT,MRI,) ECG, EMG, PFT, Pharmacy, etc</td> </tr> <tr> <td data-bbox="329 1497 394 1602"></td> <td data-bbox="394 1497 646 1602">1st floor</td> <td data-bbox="646 1497 1359 1602">Super Speciality OPD Chambers, OTPT departments, Advance Pathology ,Microbiology,Endocronology Labrotory Space,etc</td> </tr> <tr> <td data-bbox="329 1602 394 1686"></td> <td data-bbox="394 1602 646 1686">2nd floor</td> <td data-bbox="646 1602 1359 1686">Dialysis Center,Advance Comprehensive Dental Care Center,Seminar Hall,Space for Admin Office,etc</td> </tr> </table> <ul data-bbox="370 1707 1359 1812" style="list-style-type: none"> • Special Note: BMC will provide access to project site for physical surveillance and available physical drawings, documents, other relevant paper etc on written request of Bidder to Tender inviting Authority. 		1	Name of Developer	Newly Constructed by BMC	2	Architect	Dept. of Municipal Architect BMC	3	Structural consultant	HIC Dept. Of BMC	4	Plot Area	3039.7 Sq.mt.	5	FSI Consumed	1	6	Built Up Area	2983.14 Sq.Mt.	7	Infrastrucure	Diagostic Center Building(Ground +2 Floor)	8	Description	This is ground plus 2 story structure dedicated for diagnostic & Dialysis facility.Designed and constructed as per relevant norms.All civil & Mechanical Electrical work,Fire compliance work competed excluding Equipments, Furnitures,Fixures,Bio medical Equipments	9	Present Status	The project is completed	10	Floor wise facilities In Diagnostic Building			Ground floor	Entrance lobby, Registration, General & Specialty OPD Chambers, Radiology Dept (Xray , Sonography, Mamography, 2D Echo, CT,MRI,) ECG, EMG, PFT, Pharmacy, etc		1 st floor	Super Speciality OPD Chambers, OTPT departments, Advance Pathology ,Microbiology,Endocronology Labrotory Space,etc		2 nd floor	Dialysis Center,Advance Comprehensive Dental Care Center,Seminar Hall,Space for Admin Office,etc
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7.4	<p>Scope of Work:</p>																																								

	<p>7.4.1 The Concessionaire should conduct a detail feasibility study of existing infrastructure to be hand over “as is where is” basis,</p> <p>7.4.2 The Concessionaire should come up with Details of Scheme for operation/maintenance and transfer of infrastructure, taking in to consideration of all activities/refurbishment/ objectives /timeline and health requirements of local community etc.</p> <ul style="list-style-type: none"> • Tentative Guideline for Scheme & Timeline for Phase wise Commissioning of Hospital Services from the date of signing of Concession Agreement • Mobilization Period : 3 Months • Specialty covered (General & Specialty) OPD & OTPT : within 4 Months • Starting of basic Pathology & Radiology (USG, Mammography) Diagnostic services :Within 6 Months • Staring Of Radiology Diagnostic (CT MRI etc) :Within 9 Months <p>7.4.3 The Concessionaire shall execute all refurbishment and procurement, installation etc activities before commissioning Diagnostic services.</p> <p>7.4.4 The Concessionaire shall take all necessary approval from competent regulatory/statuary/local authorities before the start of operation and maintenance of Diagnostic facility.</p> <p>7.4.5 The Concessionaire shall operate and maintain the hospital as per terms and condition of concession agreement for fifteen years initially with provision for extension of another fifteen years with good performance of key indicators.</p> <p>7.4.6 The Concessionaire shall facilitate a smooth handing over of the Diagnostic facility to BMC after expiry tenure or termination of contract.</p>
<p>7.5</p>	<p>Operation and Maintenance of the facility: -</p> <p>Operation and Maintenance obligations of the Concessionaire.</p> <p>During the Concession Period, the Concessionaire shall operate and maintain the facility and provide Healthcare Services.</p> <p>The Concessioner will be allowed to carry out minor repairs or changes,not amounting to any structural changes, to suit his planning requirements. If the proposed changes require approvals from any regulatory authorities under any statue, the concessioner shall procure such approvals before undertaking such works. The concessioner shall be under obligation to comply with such conditions as prescribed by the said authorities while approving the changes.</p> <p>. The obligations of the Concessionaire hereunder shall include:</p>
<p>I.</p>	<p>Undertaking operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Diagnostic Centre and for providing Diagnostioc & Healthcare Services in conformity with the Good Industry Practices.</p>

II.	Undertaking operation and maintenance of the Diagnostic Center in an efficient, coordinated and economical manner, in compliance with the Specification and Standards;
III.	Undertaking, in compliance with the terms and conditions of the TENDER / Agreement including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practices for: (i) the operation of the Diagnostic Centre and provide Diagnostic & Healthcare Services as per need of patients, and (ii) the maintenance of the Diagnostic Center facility
IV.	Obtaining and maintaining Diagnostic Center / facility throughout the Concession Period, recognition of all relevant statutory bodies or Government Instrumentality, rendering the medical educational services and other allied facilities
V.	Maintaining throughout the Concession Period, recognition of relevant statutory bodies or Government Instrumentality for the operation of the facility, rendering the Healthcare Services and other allied facilities as provided in TENDER for use by the Users
VI.	Undertaking routine maintenance including prompt repairs of all elements and components of the Diagnostic Center, so as to ensure compliance with the Maintenance Requirements and the Specification and Standards
VII.	Undertaking major maintenance, replacement of components and parts, repairs to structures, and repairs and development of associated facilities including the Ancillary Facilities
VIII.	Providing round the clock security at the Site for Diagnostic Center and providing with the assistance of the concerned law enforcement agencies, any encroachments on or authorized entry on the Site for Hospital
IX.	Undertaking protection of environment and provision of Equipment and materials thereof in accordance with the Applicable Laws, Applicable Permits, terms of this Agreement and Good Industry Practice
X.	Providing efficient lifts, information systems, public address systems and lighting systems
XI.	Providing efficient management of the patients visiting the Diagnostic Center to avail outpatient services by introducing token system to ensure smooth functioning of the services
XII.	Ensuring that the Diagnostic Center building is accessible to the patients in need round the clock, with provision for monitoring the visiting hours to the Patients admitted in the Facility.
XIII.	Ensuring provision of ramp ways, modified toilets, wheel chairs and earmarked parking slots in conformity with Specifications and Standards and

	Good Industry Practice, and at no extra cost to users requiring special assistance
XIV.	Ensuring proper signs, markings and display within the Diagnostic Center to direct the patients & relatives to the appropriate sections of the Diagnostic Center,
XV.	The Beds shall be earmarked as Dialysis unit Beds in accordance with the Applicable Laws. In case of non-availability of Beds, the Concessionaire shall provides all necessary services to patients otherwise, subject to the provisions of Applicable Laws, Applicable Permits,
XVI.	The Concessionaire's personnel responsible for the admission of a Patient into the facility shall, at the time of admission of the Patient in the facility, inform such Patient of the availability of the Beds.
XVII.	The Concessionaire shall maintain, in conformity with Good Industry Practice and Applicable Laws and Applicable Permits, all stretches of approach roads, or other structures situated around the Site for Hospital
XVIII.	The Concessionaire shall abide with the General & Special terms & conditions mentioned in TENDER and Concession Agreement signed thereon
7.5	<p>Baseline Concession Fee :</p> <p>Baseline Concession Fee per annum fix as rupees 2 crore by BMC for this Diagnostic Center. The Concessionaire will be chosen who has quoted highest concession fee. The Concessionaire will pay first year's concession fee in advance within 1 month of issuance of Letter of Acceptance.</p>
	<p>General Terms & Conditions for Concession Fee:-</p> <ul style="list-style-type: none"> • Advance Concession Fee to be paid in the first month of every financial year. • Penalty of 15% interest of annual concession fee shall be charged for delay of payment of advance annual concession fee. • In case of delay in commissioning of project as per scheme of concessionaire presented and agreed by authority, Penalty of 25% of annual concession fee shall be applicable on pro-rata basis.

SECTION 8 :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 Authorities, henceforth called Brihanumbai Municipal Corporation or BMC, and the Concessionaire, together with the Contract Documents. The Contract and the term 'The Contract' shall in all such documents are 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 Concessionaire. The date of the Contract Agreement shall be recorded in the signed form.
Tendered must distinctly understand that, they shall be strictly required to conform to the conditions of this contract as contained in each of it 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 original Bid document, sign by Concessionaire in token of acceptance.
- 3) Minutes of pre Bid meeting, common set of deviations/addenda/corrigenda sign by the concession in token of acceptance.
- 4) Commercial Bid Submitted by Concessionaire along with other details during the Bidding Stage and the final/revised commercial offer submitted by him.
- 5) All correspondence between BMC and Concessionaire after opening the Bid and up to acceptance of Bid by the BMC.
- 6) Standing committee resolution.
- 7) Letter of acceptance of offer in in favor of Concessionaire.
- 8) The General conditions of Contract
- 9) Special Condition of Contract
- 10) The General Instructions and conditions to Tenderers
- 11) All Annexures

3.	<u>Contract Deposit / Performance Security:-</u>									
	i.	The Successful tenderer (Contractor) shall have to pay Contract Deposit @ 5% of one year of Concession fee ,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 Bankers' Guarantee from bank								
	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 (except IDBI bank) 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, they 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 performance B.G. shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations.								
	vi.	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.								
	vii.	The BMC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or								
		<table border="1"> <tr> <td data-bbox="443 1241 505 1293">a.</td> <td data-bbox="505 1241 1367 1293">to forfeit the said security in whole or in part in the event of:</td> </tr> <tr> <td data-bbox="443 1293 505 1423">i.</td> <td data-bbox="505 1293 1367 1423">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</td> </tr> <tr> <td data-bbox="443 1423 505 1554">ii.</td> <td data-bbox="505 1423 1367 1554">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</td> </tr> <tr> <td data-bbox="443 1554 505 1793">b.</td> <td data-bbox="505 1554 1367 1793">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.</td> </tr> </table>	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.
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	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 without interest 6 months after satisfactory									

	completion of contract period and after contractor duly performs and completes the contract in all respects.
5.	<u>Signing & Execution of Contract :-</u>
i)	In the event of the tender being accepted and issue of the Letter of Acceptance (LoA) to the successful bidder (Contractor), full amount of the contract deposit must be paid and The contract must be signed by authorize representative of the firm all the partners/directors of the firm. If one or more partners/directors are not available for this purpose, the signatory must produce a power of attorney authorizing him to sign on behalf of the absent partners. All Such power of attorney need be registered in the office of the Chief Accountant and ChMS&HOD(SHCS) should be informed accordingly
ii)	In case of joint consortiumthe contract must be sealed with the seal of the consortium in the presence of and signed by two Directors or by person duly authorized to sign the contract for the consortium by a power of Attorney. All such power of attorney must be registered in the office of the Chief Accountant and Ch, MS&HOD(SHCS) should be informed accordingly.
iii)	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 for delay Rs. 5000/- per day will be imposed up to maximum 15 days.
iv)	If the contractor fails submit signed contract documents along with contract deposit / performance security, legal & stationery charges, stamp duty etc. within the above stipulated time (i.e. 45 days including penalty period of 15 days, the above mentioned fine plus entire EMD amount will be forfeited and the tender already accepted shall also stand rejected. If Bidder fails to execute written contract then tenderer shall be blacklisted. His/ Her tender shall also stand rejected Without the contract being executed, no bills shall be admitted for payment.
v)	The contract shall be signed and entered into after receipt and verification of requisite performance security, contract documents by the BMC authority empowered to do so.
vi)	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. <u>The 18% of GST will be applicable on charges and this charges may change and the successful tenderer shall have to pay the applicable legal charges at the time of award of contract.</u>
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

	<p>duty on contract agreement as per the Government Directives.</p> <p>The Stamp Duty payable on the Contract Value shall also be paid to Government as per the provisions of “Stamp Duty Act 1958” (amended till date).</p>
8.	<p><u>The Successful Tenderers must distinctly understand:-</u></p> <p>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 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.</p> <p>b. The contractor must proactively keep the BMC informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.</p> <p>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.</p> <p>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.</p>
9.	<p><u>Monetary dealings with the Municipal Employees</u></p> <p>The Contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealings or transactions, either directly or indirectly, with any Municipal Employees, and if he / they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the Earnest Money Deposit / Contract Deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the Contract.</p>
10.	<p><u>Blacklisting:-</u></p> <p>The firm shall be black-listed, if it is found that: -</p> <p>i) Forged documents are submitted OR</p> <p>ii) If it becomes responsive on the basis of submission of bogus certificate/information. OR</p> <p>iii) If Authorities have terminated the contract Agreement on persistent default on performance of obligation and failed to cure on repetitive notices issued time to time.</p>
11.	<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</p>

	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.
12.	<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>
13.	<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>
14.	<p><u>Confidential Information:-</u></p> <p>The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of general items shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of BMC. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are affected by the 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>
15.	<p><u>Force Majeure clause:-</u></p> <p>For Force Majeure” shall mean any event beyond the control of BMC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:</p> <ol style="list-style-type: none"> i) War, hostilities, invasion, act of foreign enemy and civil war. ii) Rebellion, Revolution, Insurrection, Mutiny, Conspiracy, Riot, Civil Commotion And Terrorists’ Acts. iii) Strike, Sabotage, Unlawful Lockout, Epidemics, Quarantine And Plague iv) Earthquake, Fire, Flood or Cyclone, or other Natural Disaster. <p>As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail.</p> <ul style="list-style-type: none"> ▪ The date of commencement of the event of Force Majeure. ▪ The nature and extent of the event of Force Majeure.

	<ul style="list-style-type: none"> ▪ The estimated Force Majeure Period. <p>Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.</p> <p>The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.</p> <p>Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract will mutually discuss and decide the course of action to be adopted.</p>
16.	<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 statute, 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 BMC 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>
17.	<p><u>Corporation's lien over all moneys due to the Contractor 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 Contractor under these present and or also on and over the deposit or security, amount or amounts made under this contract and which may become repayable to the Contractor made the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor either alone or jointly with another or others and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor and also for or in respect of any Municipal Tax or Taxes or other money which may become due and payable to the Corporation by the Contractor either alone or jointly with another and others under the provision of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactment in force in modification or substitution thereof. AND further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt or sum or tax due by the Contractor from the moneys, security or deposit which may become payable or returnable to the Contractor under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor in his/ their capacity as a trustee/s either alone or jointly with others. The provisions of this conditions shall also apply and extended to the Banker's Guarantee if any given by the Contractor either in addition to or in substitution of the cash or contract deposit to be made under this contract.</p>
32.	<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</p>

	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.
33.	<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 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>
35.	<p><u>Dissolution of the Contract:-</u></p> <p>The concessionaire shall not at any time dissolve partnership/firm/consortium agreement 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 concessionaire 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>
36.	<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 default in execution of the contractual terms and conditions in any manner by the concessionaire, whichever is earlier (Unless the same shall have been previously determined by the Commissioner as herein before 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> <ol style="list-style-type: none"> 1. Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within a Cure Period of [60 (sixty)] days, the Concessionaire shall be deemed to be in default of the Agreement (the “Concessionaire Default”), unless the default has occurred as a result of any breach of this Agreement by the Authority. The defaults referred to herein shall include the following: <ol style="list-style-type: none"> 2.1 The Concessionaire abandons or manifests intention to abandon the development or operation of the Hospital without the prior written consent of the Authority. 2.2 The Concessionaire has failed to make any payment to the Authority including

	<p>the Concession Fee within the period specified in this Agreement.</p> <p><u>2.3</u> Upon occurrence of a Financial Default, the Lender’s Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove.</p> <p><u>2.4</u> a breach of any of the Concession Agreements by the Concessionaire has caused a Material Adverse Effect.</p> <p><u>2.5</u> The Concessionaire creates any Encumbrance in breach of this Agreement.</p> <p><u>2.6</u> A Change in Ownership has occurred in breach of the provisions of change in ownership clause.</p> <p><u>2.7</u> The Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project.</p> <p><u>2.8</u> the Concessionaire has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect: provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements;</p> <p><u>2.9</u> Occurrence of any Insolvency Event.</p> <p><u>2.10</u> Any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof.</p> <p><u>2.11</u> The Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority’s rights, obligations or interests and which is false in material particulars; the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement.</p> <p><u>2.12</u> The Concessionaire commits default in complying with any other provisions of this Agreement if such default causes or may cause a Material Adverse Effect on the Authority.</p> <p><u>2.13</u> Upon Termination for any reason whatsoever, the Authority shall:</p> <ol style="list-style-type: none"> a) Take possession and control of the project forthwith. b) Take possession and control of all materials, stores, implements, plants and Equipment on or about the hospital c) Be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering the Hospital Site.
37.	<u>Jurisdiction of Courts:-</u>

	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.
38.	<u>Governing Language:-</u> English language version of the contract shall govern its Interpretation.
39.	<u>Singular – Plural:-</u> Words in the Singular number shall include the plural and plural the singular.
40.	<u>Meaning:-</u> The Word the Municipal Commissioner or Commissioner wherever they occur in this Tender or in the Contract shall be construed to mean ‘Additional Municipal Commissioner’ or ‘Deputy Municipal Commissioner’.
41.	<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.
42.	<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.
43.	<u>Indemnification:-</u> The Concessionaire shall indemnify the BMC 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 Concessionaire shall submit an indemnity bond to this effect as per Annexure-14.
44.	<u>Operation of the Contract Clauses:-</u> The Chief M.S.&HOD(SHCS) or Officer on Special Duty on approvals of authorities through his / her successor/s for the time being holding the office of the Chief M.S.&HOD(SHCS)/officer on Special Duty 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 Chief M.S.&HOD(SHCS) shall be deemed to have been signed by the Municipal Commissioner or the Additional Municipal Commissioner
45.	The Municipal Corporation reserves its right to inspect the premises of the company as and when required.
46.	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 9 :SPECIAL CONDITIONS OF CONTRACT	
9.1	<p>Operation and Maintenance of the facility:- <i>Operation and Maintenance obligations of the Concessionaire</i></p> <p>During the Concession Period, the Concessionaire shall operate and maintain the facility and provide Healthcare Services to the Users, and if required, modify, repair or otherwise make improvements to the Hospital, to comply with the provisions of Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice subject to prior written consent from the authority. The obligations of the Concessionaire hereunder shall include.</p> <p>9.1.1 Undertaking operation and maintenance of the Diagnostic Center in an efficient, coordinated and economical manner, in compliance with the Specification and Standards.</p> <p>9.1.2 Undertaking, in compliance with the terms and conditions of the TENDER / Agreement including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practice: (i) the operation of the Diagnostic Center by itself and provide Healthcare Services to the Users, and (ii) the maintenance of the Diagnostic Center.</p>
9.2	<p>Obligations of Concessionaire:</p> <p>a. The concessionaire shall take over the possession of the site on “As is where is” basis along with the existing structures constructed for hospital within one month from the date of receipt of the LOA, failing which E.M.D. paid by him shall be forfeited, without any notice.</p> <p>b. The Concessionaire shall be responsible for maintenance of all equipments / machinery / lifts / appliances / air conditioning plants / escalators /Pneumatic system / MGPS etc ,if handed over with project hospital “as is where is” basis.</p> <p>c. The concessionaire shall display a notice board essentially in Marathi and also on the conspicuous part of the said plot, indicating that it is a Municipal property.</p> <p>d. The concessionaire shall use the said Diagnostic Center only for permitted activity and not for any other purpose whatsoever.</p> <p>e. The concessionaire shall be responsible for any misconduct on the part of his Employee(s) or any nuisance caused directly or indirectly by them.</p> <p>f. The concessionaire shall forthwith, at his own cost and expenses comply with any requisitions, orders and/or notices that may be made of issued by the Municipal Commissioner/Chief Medical Superintended (secondary Healthcare Services) /Executive Health Officer/OSD/Authorised Officer, Food and Drugs Administration to any other municipal officer or public body pertaining to any matter in connection with the running of the facilities.</p>

	<p>g. The concessionaire shall not carry out any additions/alterations of any kind whatsoever, permanent or temporary in the premises/structure during the tenure of Concession period without prior permission from competent authority.</p> <p>h. In the event of breach of any of the terms and conditions of this agreement by the concessionaire, the Commissioner or any other officer appointed on his/her behalf shall give Sixty Days notice to the Concessionaire to rectify the breach/breaches. Failure on the part of the Concessionaire to rectify the breaches within this sixty days period will cause the Commissioner to terminate the agreement between the concessionaire and the BMC and forfeit all deposits, premia, fees, charges paid by the Concessionaire including taking over possession of hospital premises etc.</p> <p>i. The proposed hospital to be run by the concessionaire shall be under entire control of the Concessionaires. The Concessionaire shall appoint required staff in various categories so as to run it as General Hospital, super-specialty hospital and the management of the same will be under the control of the said concessionaire.</p> <p>j. The said concessionaire will run a hospital in the premises to be allotted to them for rendering medical services to the citizens “other than BMC Patients” at reasonable/moderate rates. Facilities like cafeteria, chemist's shop, gift shop, communication booth, Administrative offices or any other user as permissible under applicable law & standards of Good industrial practices may be provided.</p> <p>k. The concessionaire shall display a digital display board showing real-time availability and occupation of beds reserved for “BMC patients” at the reception.</p> <p>l. The Concessionaire shall make available fully equipped air conditioned office with 1 data entry operator and 1 Peon as assistance staff at concessionaires cost to OSD at admin block within the premises.</p> <p>m. The concessionaire shall provide access to OSD in the HMIS software to validate all information’s of BMC patients.</p> <p>n. The concessionaire shall pay the water, Electricity charges etc.</p>
<p>9.3</p>	<ul style="list-style-type: none"> • Key Performance Indicators: • The concessionaire shall at all times ensure that the hours of availability of all services provided by the facility conform to Good Industry Practice. • all the Healthcare Services, excluding the outpatient Healthcare Services, as may be required in accordance with Good Industry Practice and Applicable Laws, are available 24 (twenty-four) hours a day and on all days in a year; • The outpatient Healthcare Services are available at the facility at least from Monday to Saturday of each week between 9.00 am and 5.00 pm. • Emergency services are available at the facility , 24 (twenty-four) hours a day and on all days in a year with adequately trained staff to provide these emergency services; • Electricity back up with optimal capacity of gen-set is maintained, in accordance with Good Industry Practice;

	<ul style="list-style-type: none"> ● Definition Of BMC Patients: <ul style="list-style-type: none"> ○ The citizens residing in the area of BMC (Mumbai City & Mumbai Suburban Region) having Yellow or Orange Ration Card issued by Government of Maharashtra. ○ BMC's in-service& retired Employees & their respective family(Spouse, Children & Parents) ○ BMC's Sitting Councilors& their respective family(Spouse, Children & Parents) ○ Patients referred by any BMC Dispensaries/Appala Dawakhan/Maternity homes/Peripheral Hospitals/Major Hospitals for Diagnostic Services. ○ Patients other than above mentioned category shall be termed as Non-BMC patients ○ There should not be any discrimination for BMC patients by any reason so for in getting treatment at hospital. ○ These Sercises shall be independent of any other schemes like ESIC/CGHS/Private TPA/Private etc. ● OSD appointed by BMC shall monitor all key performance indicators and submit report on monthly basis to respective authorities.
	<p>Special Terms & Conditions for reimbursement of expenses incurred by the concessionaire towards BMC patients in certain conditions:-</p> <ul style="list-style-type: none"> ● “The Facility Service Rate” (FSR) means rate by which the concessionaire is bound to provide all services (OPD/Dialysis/Diagnostic Services,etc) to the BMC patients. ● All services mentioned in the list as Appendix- 3 to be termed as FSR list. ● The concessioner is bound to provide or make available these treatments to BMC patients at the FSR List rates only. The concessioner is expressly prohibited from charging BMC patients more than the prescribed rates. ● If a service or item of service treatment is not enlisted but is available in the Diagnostic Centre, the concessioner shall make it available to BMC patients at 50% rate of non-BMC patients. ● The Consessionaire shall collect the charges as per FSR List diectly from BMC patients. <ul style="list-style-type: none"> ● BMC OPD patients: <ul style="list-style-type: none"> ○ The concessionaire shall provide General/Specialty/Super-specialty OPD available as per the scheme he has submitted and approved by authorities. ○ All Scheduled items like medicines/Surgical(s)/Consumables etc shall preferably be dispensed through Generic pharmacy at

	<p>discounted cost to the BMC OPD patients directly</p> <ul style="list-style-type: none"> ○ All Non-Schedule Medicines/Surgical(s)/Consumables shall be charged to BMC patients directly. ● In no event and under any pretext, the concessioner shall deny admission to BMC patients or refuse to provide the treatment or services as required by the patient
<p>9.4</p>	<p>Payment of concession Fees:</p> <p>1. The Concessionaire shall pay advance concession fees on or before 30th April of every financial year</p> <p><u>Penalty for non payment or Delay Payment of Concession Fee:-</u></p> <p>a) 15% painerest on the delay of the “Advance Annual Concession Fee” for the period till the payment of applicable accumulated Concession fee.</p> <p>b) In case of delay in commissioning of project as per scheme of concessionaire presented and agreed by authority, penalty of 25% pa oftheannual concession fee shall be applicable on pro-rata basis.</p> <p style="text-align: center;">&</p> <p>To cancel the contract and orders and forfeiture of EMD, Performance Security Deposit, and blacklisting the firm/company along with their partners/ directors, even if the default persist after giving notice to cure defect in performance of obligation as per contractual terms & Conditions.</p> <p>2. Payment of other statuary dues as per demand on time to local authorities</p> <p>3. The concessionaire may expand the services & increase number of beds accordingly with prior permission of competent authority of BMC. However, the concessionaire shall have to increase scope of services/ the number of beds reserved for “BMC Patients” and accordingly pay increased concession fee on pro-rata basis.</p>
<p>9.5</p>	<p>OTHER CONDITIONS:</p> <p>9.5.1 Safety and Security</p> <p>a. The Concessionaire shall provide and maintain perimeter fencing or other suitable protection around the hospital and shall be responsible for the security arrangements for the Diagnostic Center in order to maintain safe and orderly conduct of its business and the security thereof.</p> <p>b. The Concessionaire shall install and operate a closed-circuit television system (CCTV) to monitor the Diagnostic Center and such other parts of the Diagnostic Center as may be necessary and expedient for safe operations of the hospital in accordance with Good Industry Practice.</p> <p>c. The Concessionaire shall engage and depute trained personnel for maintaining the security and safety of users inside the site for hospital in accordance with Good Industry Practice.</p>

- d. The Concessionaire shall ensure that biomedical waste is segregated, labeled and dispose of in accordance with applicable law.

9.5.2. Quality of Healthcare Services

- a. The concessionaire shall ensure that all patients in the hospital receive quality care in accordance with the provisions of Good Industry Practices, Good Clinical Practice. As per NABH/JCI / NABL standards which should be obtained within 36 months from start of commercial operation of Facility.
- b. The Concessionaire shall ensure that no patient or category of patients is discriminated against or unduly favoured, as the case may be, in the use of the hospital. The Concessionaire agrees that it shall not refer any “BMC Patient” to any other healthcare facility (either BMC or otherwise) without a valid reason, which shall be recorded in writing and countersigned by the designated OSD.

No discrimination or preferential treatment: -

The Concessioner shall NOT make any sort of discrimination based on caste, creed or religion while providing services.

- c. The Concessioner shall NOT offer any preferential treatment based on religion, caste or acquaintances while providing services.
- d. The Concessionaire shall ensure that access, assessment and continuous care of patients, management of medication, patient rights and education, infection control and continuous quality improvement are in accordance with Applicable Laws, Applicable Permits, Good Healthcare Practice, Good Clinical Practice and Good Industry Practice.

9.5.3. Human Resources:

- a. The Diagnostic Center shall have well qualified clinical staff members (doctors, nurses, technicians, paramedical staff etc.) as per the requirements set out in Applicable Laws in each of the departments in accordance with the applicable Norms and other applicable healthcare guidelines from time to time.
- b. The concessionaire shall procure and ensure that all staff engaged in the provision of healthcare services are suitably qualified and receive sufficient training and instructions in accordance with Good Industry Practice and standards of their relevant professional body, if any, for execution of their duties, which shall at a minimum be compliant with the performance standards
- c. The Concessionaire shall comply with the standards set forth in the Applicable Laws.

9.5.4. Equipment:

- a. The Concessionaire shall procure, install and commission all Equipment, medical devices, apparatus, facilities and all other support and ancillary infrastructure as necessary for development, operations and maintenance

	<p>of the facility and providing healthcare services as per the Scope of the Project and as required under the Applicable Laws.</p> <p>b. The Concessionaire shall ensure that all Equipment, medical devices, apparatus and facilities are in running and working condition and are calibrated, upgraded or replaced from time to time according to their life span or its impending obsolescence and in compliance with the certification requirements of the concerned competent authorities.</p> <p>9.5.5. Operation of software:</p> <p>Concessionaire shall ensure that it operates on at least [1(one)]of the computer system at the Diagnostic Center pertaining to state wide management information system; [HMIS, e-Mamta, SNCU software, e-Aushidhi, UDID etc.] as may be notified by the Authority from time to time. The Concessionaire shall bear all costs in connection with purchase, royalty, if any, renewal etc. of the software.</p>
<p>9.6</p>	<p>Obligations of BMC</p> <ul style="list-style-type: none"> ▪ BMC shall hand over the said Project on “As is where is” basis along with the existing main building, Ancillary Buildings & utility rooms. ▪ BMC shall provide architectural drawings, structural drawings for all the existing structures to the concessionaire which are available with the BMC on “as is where is” basis. ▪ It will be the responsibility of the BMC to remove all the unauthorized structures / encroachments from the plot. ▪ BMC shall provide assistance to the Concessionaire for obtaining various permissions / licenses / compliances from regulatory / non regulatory authorities. ▪ Any unreasonable delay on the part of BMC in approval of schemes submitted for approval after or giving any information required for successful implementation of the project or handing over of this plot removal of encumbrances etc. shall be compensated by way of extension of the project period to that extent, on receipt of application form concessionaire for the same. The BMC shall not be liable to pay any monetary compensation on account of any of the above reasons. The decision of the Commissioner in this respect shall be final. ▪ Appointment of Officer on Special Duty (O.S.D): <ul style="list-style-type: none"> ○ The Municipal Commissioner shall appoint an “Officer on Special Duty” with delegated powers and Duties for overall monitoring of the facility. OSD shall be nodal for any types of communications between concessionaire and authorities. <p>Payment of Property Tax:</p> <ul style="list-style-type: none"> ▪ BMC shall pay applicable property tax.
<p>10.</p>	<p>Section 10 - Establishment of Grievance Cell: at Hospital Level</p>
	<p>10.1. The Authority acknowledges the importance of addressing patient concerns,</p>

	<p>complaints, and grievances promptly and effectively.</p> <p>10.2. The establishment of a Grievance Cell, with the presence of a Health Department Representative of the Authority (BMC) aims to ensure transparency, accountability, and the provision of quality healthcare services to all patients and their families.</p> <p>10.3. Composition of the Grievance Cell:</p> <p>The Grievance Cell shall consist of the following members:</p> <ul style="list-style-type: none">a. Facility Administrator appointed by Concessionaire (Chairperson)b. Chief Medical Officer of the project Facilityc. Nursing Supervisor of the project Facility.d. OSD from BMC of the project Facility. <p>10.4. Grievance Handling Procedure:</p> <ul style="list-style-type: none">i. Patients or their representatives may submit grievances, complaints, or feedback in writing to the Grievance Cell.ii. The Grievance Cell shall ensure the confidentiality of complainants and maintain records of all grievances received.iii. Grievances shall be reviewed and resolved promptly, and complainants shall be provided with timely updates on the status of their concerns.iv. The OSD shall play an active role in reviewing and addressing healthcare-related grievances. <p>10.5 Reporting</p> <p>The OSD shall submit quarterly reports to the authorities, summarizing the number and types of grievances received and actions taken.</p> <p>10.6 Review and Amendments:</p> <p>This clause shall be subject to periodic review and may be amended as necessary, in consultation with the Authorities, to improve grievance handling procedures.</p>
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Annexure -1

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

Particulars about the tenderer- (Specimen copy)

(To be uploaded in Packet 'A')

Date:-.....

General Information of Bidder

(on Company Letter-head)

(Along with supporting documents, if any)

To,

The Commissioner,

Brihanmumbai Municipal Corporation,

Mumbai, 400001

1. Details of the Bidder:

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

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

3. In case of a Consortium:

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

Name of the Bidder/Member of the Consortium

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

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

(Signature with date)

(Name and designation)

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

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

Annexure -2

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

Tender Form

(To be uploaded in PACKET A)

To,

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

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

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

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

3. I/ We have paid the Earnest Money Deposit (E.M.D.) online forRs..... 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 **180days**from the date for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

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

6. I / we have offered our rates in the prescribed format and uploaded it along with the bid document.

7. I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit (Annexure-3) on the stamp paper of Rs.500/- (Rupees Five Hundred only) with regards to agreeing to the terms and conditions in corporate in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them all respect throughout the period of contract.

Yours faithfully,

Address:

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

Full Signature of the tenderer with

Official Seal and Address.

1.....

2.....

3.....

4.....

Full Names and Residential Address

of all the partners constituting

The firm:

1. A/c. No.....

..... Name of the Bank.....

..... Name of the Branch.....

2.

.....

.....

3.

.....

PORTAL COPY

Annexure – 3a

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

Undertaking to be signed by the tenderer.

(To be uploaded in PACKET A)

Tender No.:

Date-

Due Date:

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

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

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

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

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

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

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

- 6.** I / We agree to comply with fulfill the requirements of all labour laws or other enactments applicable to this service partnership and abide them throughout the period of contract.
- 7.** I / We agree to abide the regulations of the BMC premises now in force or which may come into force, during the currency of the contract. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.
- 8.**I / We shall not sublet the work to any agency without prior approval of the BMC.
- 9.** I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-
- a)** I / We fail to keep the e-tender open as aforesaid,
 - b)** I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,
 - c)** I / We do not commence the supply on or before the date specified by officer/engineer in his work order/indent.
 - d)** I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information, testimonials, letter etc. within a period of 6 days from receipt of such demand.
- 10.** I/We..... hereby further state and declare that-
- I/We are.
- Not declared insolvent any time in the past.
 - Not debarred/ blacklisted by BMC/ central Govt. / state Govt. / Public sector undertaking/any other Local body from start date of tender notice.
 - Not convicted under the provision of IPC or Prevention of Corruption Act.,
- 11.** I / we do hereby agree that if in future, it comes to the notice of BMC/ if it is brought to the notice of BMC that any disciplinary/penal action due to violation of terms and conditions of the tender which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in BMC or either by any of central Govt. / state Govt. / Public sector undertaking/any other Local body, BMC will be at discretion to take appropriate action as its finds fit.
- 12.** The acceptance of this tender by BMC shall constitutes a binding contract between me / us and BMC.
- 13.** I/we further confirm that the information/document submitted by me regarding GSTIN No. (If applicable) is true and correct as per record of Sale Tax Department and in the event if it is revealed subsequently after opening of tender or after allotment of work/contract to me/us that any information given by me/us is false or incorrect, I/we shall be debarred from participating in the tenders for BMC for 10 years.
- 14.** I / We Have filled in the

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

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

OR

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

16. I/We -----hereby declare that we are using the energy for production purpose. However, there are less than 10 employees / 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 ESI Act 1948 are not applicable to our firm and it is not mandatory for us to register the firm under ESI Act 1948.

OR

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

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

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

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

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

"I/We do hereby further undertake that; we have offered the best prices for the subject concession fee as per the present market rates. **Further, we do hereby undertake and**

commit that we have not offered in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt. /Semi Govt. Agencies and within BMCalso.

Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

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

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

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

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

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

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

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

Yours faithfully,

Signature of Tenderer

Trading under the name and style of

Office Stamp

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

Note:-

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

PORTAL COPY

Annexure – 3b

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

UNDERTAKING TO BE SIGNED BY BIDDER

(To be uploaded in PACKET A)

AFFIDAVIT

To

The Municipal Commissioner

Brihanmumbai Municipal Corporation

Sir,

“I/We..... (-----) ”

Hereby state and declare that-I/We are.

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

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

Solemnly affirmed on this _____ the day of _____ 20 .

Full name and complete address with

Tel. Nos. & E-mail address of all partners

Yours faithfully,

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

WITNESS:

(1) Full Name

And Address

.....

Signature

(2) Full Name

And Address

.....

Signature

Note: -

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

PORTAL COPY

Annexure - 4a

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

PRO-FORMA FOR FINANCIAL CAPACITY OF BIDDER

(If Hospital as single Entity/)

(To be uploaded in PACKET B)

ANNUAL TURNOVER AND NETWORTH STATEMENT

Name of Bidder & Address:.....

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

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

Example: as per below table:

Sr.No.	Bidder type	Financial Year	Annual Turnover (INR)	Average Annual Turnover	Net Worth (INR)
1	Lead	2021-22			
		2022-23			

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

PORTAL COPY

Annexure –4b

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

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

Certificate from the Statutory Auditor

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

Name of CA

Firm Name

Sign & Stamp

UDIN No

Date Email ID

NOTE :

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

Annexure –4c

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

PROFORMA FOR STATEMENT FOR LEGAL CAPACITY OF AUTHORIZED
SIGNATORY

(To be uploaded in PACKET B)

Statement of Legal Capacity

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

Ref.Date:

To,

Dear Sir,

We 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 TENDER document.

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please tick out whichever is not applicable.*

Annexure- 5

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

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

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

Signature and designation of the
Authorized officer issuing certificate

NOTE:

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

Annexure- 5a

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET B)

PRO-FORMA FOR STATEMENT OF EXPERIENCE
CERTIFICATES/Technical Capacity

(For the period of last five years)

Tender No. : _____

Name& Address of the Tenderer: _____

1. Details of Multi-specialty or super-specialty hospital/Diagnostic Center under our management in India:

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

2. Details of NABH/JCI/NABL accredited facility:

SNo.	Name of multi-specialty/ super-specialty hospital/Diagnostic Center	Type of accreditation (NABH/JCI/NABL)	Date of obtaining accreditation

3. Number of years of operating experience of multi-specialty or super - specialty hospitals/Diagnostic Center in India:___

Signature of
Authorized
Signatory
Name:

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

- Certificate from a Chartered Accountant certifying the above details
- Copy of the NABH/JCIA/NABL accreditation certificate for the hospital/Diagnostic center whose details have been provided under (3) above.

Annexure -6

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

Authorization Letter for Attending Tender Opening

To,
The Municipal Commissioner,
BMC.

Subject: Tender No. _____
due on _____

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

Signature and seal of the tenderer

Yours faithfully,

Specimen Signature of representative

Note: - Photo ID of Representative is compulsory

Annexure – 7

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

Pro-forma of ‘Articles of Agreement’ for the purchase of materials

Standing Committee Resolution No. _____ Dated _____ /Mayor’s/ Addl.

Municipal Commissioner’s/DMC’s Sanction No. _____

Dated _____

Contract for Supply / work

of:

During the period from _____

to _____

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

.....
.....

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

.....
.....

.....
in Mumbai under the style and name of Messrs

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

.....
.....

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

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

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

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

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

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

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

Committee/Education Committee of the Corporation

NOW THIS AGREEMENT WITNESSETH as follows:-

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

By _____

Of _____

In the presence of

1) _____

2) _____

CONTRACTOR

SIGNED, SEALED AND DELIVERED

By _____

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

1) _____

2) _____

D.M.C.(PH)

The Common Seal of the Municipal Corporation of Greater Mumbai was

Affixed on this _____ day of _____

SEAL

Two Thousand _____ in the presence of

1) _____

2) _____

Two members of the Standing Committee

Of the Municipal Corporation of Greater

Mumbai.

Witness _____

Municipal Secretary _____

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

ANNEXURE – 8

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

Authorization Letter for Downloading and Uploading Tender

To,

The Municipal Commissioner,
BMC

Subject: Tender No. _____ due on _____

Sir,

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

Yours faithfully,

Signature & seal of the Tenderer

ANNEXURE – 9

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKETA)

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

ANNEXURE – 10

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

FORM OF INTEGRITY PACT

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

WHEREAS THE BMC invites for the -----

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

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

NOW, THEREFORE

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

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

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

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

1. COMMITMENTS OF THE B.M.C.

- 1.1 B.M.C. commits itself to take all measures necessary to prevent corruption and follow
the system, that is fair, transparent and free from any influence / prejudice prior to,
during and subsequent to the currency of the contract to be entered into to obtain
stores / equipments / services at a competitive prices in conformity with the defined
specifications by avoiding the high cost and the distortionary impact of corruption on
public procurement.
- 1.2 The B.M.C. undertakes that no employee of the BMC, connected directly or
indirectly with the contract, will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.3 B.M.C. will during tender process treat all bidders with equity and reason. The B.M.C. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such proceeding misconduct on the part of such official(s) is reported by the Bidder to the BMC with full and verifiable facts and the same is prima facie found to be correct by the BRIHANMUMBAI MUNICIPAL CORPORATION, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BMC the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

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

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

3. PREVIOUS TRANSGRESSION

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

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

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

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

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

5. FALL CLAUSE

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

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

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

7. VALIDITY OF THE PACT

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

8. FACILITATION OF INVESTIGATION

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

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

9. MISCELLANEOUS

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

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

BIDDER/SELLER

Signature -----
Name of officer -----
Designation -----
Name of Company -----
Address -----
Dated -----

Witness-1(BIDDER/SELLER)

Signature -----
Name of officer -----
Designation -----
Name of Company -----
Address -----
Dated -----

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

ANNEXURE – 11
No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

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

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

This annexure - 11 shall be submitted in Packet "A".

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

ANNEXURE – 12

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET B)

DETAILS OF LITIGATION HISTORY

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

Or

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

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

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

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

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

ANNEXURE – 13

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

DETAILS OF CRIMINAL CASES PENDING HISTORY

(To be Submitted by Bidder)

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

Or

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

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

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

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

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

ANNEXURE – 14

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

UNDERTAKING CUM INDEMNITY BOND

We,

(1) Mr. _____ Aged ____ Yrs

(2) Mr. _____ Aged ____ Yrs

(3) Mr. _____ Aged ____ Yrs

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

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

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

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

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

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

Place :

Dated :

Proprietor/ Partners/Directors/POA

(Seal of Firm / Co.)

Identified by me,

BEFORE ME

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

ANNEXURE – A

No. Ch. MS&HOD/SHCS/PPP/ 12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

(To be uploaded in PACKET A)

Pro-Forma For Irrevocable Undertaking

(on ₹ 500/- Stamp paper)

I Shri/ Smt.aged year Indian inhabitant. Proprietor/Partner/ Director of M/s.....

Resident atdo hereby give Irrevocable undertaking as under.

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

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

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

DEPONANT
BEFORE ME

Appendix-II: Selection Bid
No. Ch. MS&HOD/SHCS/PPP/12966 Dated 21.03.2025

Tender ID : 2025_MCGM_1163637

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

Dated:<< >>

To,

The Municipal Commissioner/ Additional Municipal Commissioner
Brihanmumbai Municipal Corporation

Sub: Request For Proposal for Operation & Management-of 490 Bedded“Multi specialty Shri Harilal Bhagwati Hospital”, through Public Private Partnership Mode for the period of 30 Years situated at land bearing CTS No. 1409, 1412, 1413, & 1414 of village Eksar, Borivali west, Mumbai, Maharashtra. 400103.

Sir,

1. With referenceto your Request for Proposal vide TenderNo:<< >>, dated<<>>, I/we are herewith submitting our Selection Bid as per Annexure I below for the subject project.
2. I/We agree to keep this offer valid for180 (one hundredandEighty) days from the Bid Due Date as specified in the TENDER.
3. The Bid is unconditional and unqualified.
4. I/We agree and undertake to abide by all the terms and conditions of the TENDER document. In witness there of, I/we submit this Bid under and in accordance with the terms of the TENDER document.
5. I/Weoffer an **Annual Concession Fee of Rs.....(Rupees.....)** payable for The 1st Accounting Year commencing from the Operations Date in accordance with the provisions of the Concession Agreement.

Sr. No	Particulars	Rs.In INR /per annum
1	<i>Request For Proposal for Operation & Management-of Panjabi Galli Diagnostic Center ”, through Public Private Partnership Mode for the period of 30 Years situated on plot bearing FP No. 11 at Panjabi Galli, Borivali west, Mumbai, Maharashtra. 400092.</i>	

6. I/we shall agree and under take to abide by all the terms and conditions of the Concession Agreement.

Signature of Authorized

Signatory Name & Designation:

(Name & Seal of the Bidder)

Note: Bidders need to quote the Annual Concession Fees in positive figures. Annual Concession Fees amounting to zero or negative figures shall be rejected

Appendix III
Facilities Services Rate (FSR) list

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
1	Consultation OPD	10	29	Gastric & Duodenal Biopsy (Endoscopy and biopsy combined)	2530
2	Follow up OPD cases (after 14 days for 14 days)	10	Physiotherapy		
3	General Follow up OPD cases (After 14 days for 14 days)	10			
4	Specialty OPD	293	30	Ultrasonic therapy (UST)	127
			31	Shortwave Diathermy (SWD)	127
5	Super Specialty OPD	345	32	Electrical stimulation (therapeutic)/ Interferential therapy (IFT) /Transcutaneous Electrical Nerve Stimulation (TENS)	127
CERTIFICATE			33	Muscle testing and diagnostic	155
6	Medical opinion (certificate)	36	34	Intermittent Cervical traction	75
7	Fitness certificate Workmen compensation (Disability of percentage)	120	35	Breathing Exercises & Postural Drainage	58
8	Injury Certificate	120	36	Cerebral Palsy - exercise	161
9	Injury Certificate required by Police	0	37	Post polio exercise	127
10	Insurance fitness Certificate	180	Nephrology and Urology		
11	Accident Insurance Certificate	120	38	Bilateral (single lumen) Femoral Catheterization for Haemodialysis	8625
12	Reimbursement Certificate	60	39	Haemodialysis-For seronegative cases	1610
13	Factual Certificate (indicating the date of admission and date of discharge/death)	10	40	Haemodialysis -For seropositive cases	2875
14	TDM (Therapeutic drug monitoring)	60	41	Double Lumen Subclavian Catheter	3450
15	Aspiration Pleural Effusion - Diagnostic	700	42	Continuous Arteriovenous Haemofiltration	2300
16	Abdominal Aspiration - Diagnostic	700	43	Subclavian Access	5750
17	Biopsy Skin	920	44	Femoral Access	2875
18	Excision of Mole	345	Gastroenterology		
19	Excision of Warts	575	45	Endoscopic procedures	
20	Excision of Molluscum contagiosum	575	46	Upper GI Endoscopy (Gastro endoscopy / Oesophagogastroduodenoscopy (OGD) + Lower GI Endoscopy (Colonoscopy/ Sigmoidoscopy)	2513
21	Excision of Venereal Warts	575	47	Diagnostic endoscopy	1035
22	Excision of Coms	575	48	Endoscopic biopsy	1212
23	Intradermal (ID) Injection Keloid	575	49	Endoscopic mucosal resection	3450

	(Intralesional Injection)				
24	Chemical Cautery (s)	403	50	Oesophageal stricture dilatation	5181
Ophthalmology			51	Balloon dilatation of achalasia cardia	6900
25	Subconjunctival/sub tenon's injections in one eyes	230	52	Foreign body removal (Gastroenterology/GIT)	3657
26	Subconjunctival/sub tenon's injections in both eyes	81	53	Oesophageal stenting	6647
			54	Band ligation of oesophageal varices	4985
27	Removal of corneal foreign body	345	55	Sclerotherapy of oesophageal varices	3657
Abdomen			56	Glue injection of varices	4653
28	Gastrosocopy	2243	57	Argon plasma coagulation	8050

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
58	Pyloric balloon dilatation	8050	91	Renal Biopsy	1380
59	Enteral stenting	46000	92	Transplant Biopsy	2300
60	Duodenal stricture dilatation	5181	93	Acute PD (peritoneal dialysis)catheterization	1725
61	Single balloon enteroscopy	34500	94	Continuous Renal Replacement Therapy	1840
			95	Permacath Insertion	2600
62	Double balloon enteroscopy	34500	96	CAPD (Insertion and Removal)	17250
63	Capsule endoscopy	57500		97	Femoral Access
64	Polypectomy (Gastro Intestinal)	3657	98	Formation of an ileal conduit	23000
65	Piles banding	4985		99	Renal Transplantation (donor and receipt)
66	Colonic stricture dilatation	20700	Pathological and Bacteriological and BMR test		
67	Colonic stenting	34500	DENTAL		
68	Junction biopsy	18400	100	Dental IOPA X Ray	70
69	Narrow band imaging	34500	101	Occlusal X Ray	80
			102	OPG X Ray	200
			103	Lung Ventilation & Perfusion Scan (V/Q Scan)	5000
70	Conjugal microscopy	34500	104	Lung Perfusion Scan	3000
ERCP			105	OSTEOLOGY	
71	Diagnostic ERCP (Endoscopic Retrograde Cholangiopancreatography)/	5865	106	Whole Body Bone Scan with SPECT	3500
72	Endoscopic sphincterotomy	5750	107	Three phase whole body Bone Scan	3500
73	Common Bile Duct (CBD) stone extraction	8602	108	NEUROSCIENCES	
74	Common Bile Duct (CBD) stricture dilatation	8602	109	Brain Perfusion SPECT Scan with Technetium 99m radiopharmaceuticals	10000
75	Biliary stenting (plastic and metallic)	9286		110	Brain scan
76	Mechanical lithotripsy of CBD stones	10925	111	Radionuclide Cisternography for CSF leak	130
77	Pancreatic sphincterotomy	9286			
78	Pancreatic stricture dilatation	34500			
79	Pancreatic stone extraction	8602			

80	Mechanical lithotripsy of pancreatic stones	15525	GASTRO AND HEPATOBIILIARY		
81	Endoscopic cystogastrostomy	18400	112	Gastroesophageal Reflux Study (GER Study)	2000
82	Balloon dilatation of papilla	34500	113	Gastrointestinal Bleed (GIB) Study with Technetium 99m labeled RBCs	3500
	Oesophageal Ph metry			114	Hepatobiliary Scintigraphy
83	Oesophageal manometry	28750	115	Meckel's Scan	2000
84	Small bowel manometry	28750	116	Hepatosplenic Scintigraphy with Technetium-99m radiopharmaceutical	2500
	Anorectal manometry	28750		117	Gastric emptying
86	Colonic manometry	28750	GENITOURINARY		
87	Biliary manometry	28750	118	Renal Cortical Scintigraphy with Technetium 99m Dimercaptosuccinic acid (DMSA)	3500
88	Sengstaken Blakemore tube tamponade	28750	119	Renogram Scan	180
89	Lintas machles tube tamponade	20000	120	Dynamic Renography	3500
Nephrological procedures			121	Dynamic Renography with Diuretic	3500
90	Internal jugular vein cannulation	1208	122	Dynamic Renography with Captopril	4500

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
123	Testicular Scan	1500	152	Bence Jones protein	48
ENDOCRINOLOGY			153	Stool routine and microscopy	39
124	Thyroid Uptake measurements with 131-Iodine	1600	154	Stool occult blood (SOB)	35
125	Thyroid Scan with Technetium 99m Perchnetate	1500	155	Post coital smear examination	100
	126	Iodine-131 Whole Body Scan		3000	156
127	Whole Body Scan with MIBG	18000	157	Body fluid (CSF/Ascitic Fluid etc.)Sugar,Protein etc.	55
	128	Parathyroid Scan		5000	158
129	Milk Scan	180	159	Creatinine clearance	160
130	G.I.B /G.E	180	Haematology		
131	Stomach Scan	900	160	Haemoglobin (Hb)	19
132	Other scan	300	161	Total Leucocyte Count (TLC)	32
CARDIOLOGY			162	Differential Leucocyte Count (DLC)	32
133	Stress thallium / Myocardial Perfusion Scintigraphy	9900	163	Erythrocyte Sedimentation Rate (ESR)	35
	134	Rest thallium / Myocardial Perfusion Scintigraphy		9900	164

135	Venography	3500	165	Complete Haemogram (CBC)- Hb, RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral Smear examination	120
136	ECG	24	166	Platelet count	177
137	Treadmill Test (TMT)	500	167	Reticulocyte count	49
138	Transesophageal Echocardiography(TEE)	500	168	Absolute Eosinophil Count (AEC)	50
139	Lymphangiography	1650	169	Packed Cell Volume (PCV)	180
TUMOUR IMAGING			170	Peripheral Smear Examination	44
140	Scintimammography	5000	171	Smear for Malaria Parasite	42
141	Indium labelled octreotide Scan	75000	172	Bleeding & Clotting Time (BT/CT)	48
PET SCAN			173	Clot Retraction Time	35
142	FDG Whole body PET / CT Scan (with or without contrast)	21000	174	RBC / Osmotic Fragility Test	185
143	Brain / Heart FDG PET CT Scan	15000	175	LE Cell	77
144	Gallium-68 Peptide PET CT imaging for Neuroendocrine Tumour	17000	176	Foetal Hemoglobin (HbF)	154
145	Non FDG PET CT Scan		177	Prothrombin Time (PT)/ International normalized ratio (INR)	40
Laboratory Testing			178	Bone Marrow Smear Examination	75
Clinical Pathology			179	Bone Marrow Smear Examination with Iron stain	256
144	Urine routine- pH, Specific gravity, Sugar, Protein and Microscopy	39	180	Bone Marrow Smear Examination and cytochemistry where required	340
145	24 hour urine for Proteins, Sodium, creatinine	60	181	Activated partial Thromboplastin Time (APTT)	70
146	Urine Microalbumin	60	182	Glucose 6 Phosphate Dehydrogenase (G6PD)	250
147	Urine Albumin/Sugar - Quantitative	24	183	Rapid test for malaria(card test)	44
148	Urine Bile Pigment and Salt	30	184	WBC cytochemistry for leukemia -Complete panel	890
149	Urine Ketones	35	185	Bleeding Disorder panel- BT,CT,Platelet count, APTT, Extended DIC studies D-Dimer/Fibrinogen	400
150	Urine Occult Blood	35	186	Factor Assays-Factor VIII	750
151	Urine total proteins	21	187	Factor Assays-Factor IX	700

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
188	Factor Assays- other factors	2763	220	Vaginal Cytology for Hormonal evaluation	160
189	Anti Cardiolipin Antibodies		221	Body fluid for Malignant cells	200
190	Anti Cardiolipin Antibodies IgG	260	222	Fine Needle Aspiration Cytology (FNAC)	250

191	Anti Cardiolipin Antibodies IgM	260	223	Special stain on cytology	90
192	Anti Cardiolipin Antibodies IgA	260	Flow Cytometry		
Antiphospholipid Antibodies			224	Leukemia panel /Lymphoma panel	3575
193	Antiphospholipid Antibodies IgG	260	225	CD Count: CD3,CD4,CD8	1000
194	Antiphospholipid Antibodies IgM	260	226	Paroxysmal Nocturnal Haemoglobinuria (PNH)Panel- CD55, CD59	1450
195	Antiphospholipid Antibodies IgA	260	227	Karyotyping	2000
196	Thalassemia studies	700	Tumour markers		
197	Hb Electrophoresis	450	228	Prostate Specific antigen (PSA)- Total	319
198	Sickling studies	77	229	Prostate Specific antigen (PSA)- Free	450
Nutritional Markers			230	Alpha Fetoprotein (AFP)	345
199	Serum Iron	100	231	Human chorionic gonadotropin (HCG)	340
200	Total Iron Binding Capacity	100	232	Cancer Antigen 125 (CA 125)	400
201	Vitamin B12 assay	256	233	Cancer Antigen 19.9 (CA 19.9)	630
202	Folic Acid assay	350	234	Cancer Antigen 15.3 (CA 15.3)	630
203	HDL Cholesterol	100	235	Carcinoembryonic Antigen (CEA)	350
Blood Bank			Biochemistry		
204	Blood Group & RhD Type	33	236	Blood Glucose Random(RBS/FBS/PPBS)	25
205	Cross match	60	237	Blood Urea Nitrogen (BUN) / Urea	55
206	Packed cell preparation	40	238	Serum Creatinine	56
207	Coomb's Test Direct	100	239	Serum Uric Acid	56
208	Coomb's Test Indirect	119	240	Serum Bilirubin Total & Direct	35
209	Australia Antigen/ Hepatitis B Surface Antigen (HBsAg)	120	241	Serum Cholesterol	63
210	Rh Antibody titre	119	242	Total Iron Binding Capacity(TIBC)	100
211	Blood Components - Packed Red Blood Cells(PRBC) per unit	1450	243	Blood Glucose (Both FBS & PPBS)	48
212	Blood Components - Fresh Frozen Plasma(FFP)	400	244	Serum Calcium -Total	63
213	Blood Components - Cryoprecipitate	200	245	Serum Calcium - Ionic	45
Histopathology(HPE)			246	Serum Phosphorus	66
214	Histopathology - Routine H & E	100	247	Total Protein Albumin/Globulin Ratio (A/G Ratio)	70
215	Histopathology - Special stain	100	248	Serum glutamic pyruvic transaminase (SGPT) / Alanine Aminotransferase (ALT)	56

216	Immunohistochemistry (IHC)	878	249	Serum Glutamic oxaloacetic transaminase (SGOT) / Aspartate Aminotransferase (AST)	56
217	Histopathology Examination (HPE) Frozen section	1500	250	Serum Amylase	120
218	Histopathology Examination (HPE) Paraffin section	200	251	Serum Electrolytes	130
Cytology			252	Serum Triglyceride	95
219	Pap Smear	160	253	Glucose Tolerance Test (GTT)	100

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
254	Creatine Phosphokinase (CPK)	105	290	Triiodothyronine (T3)	75
255	Lactate dehydrogenase (LDH)	132	291	Tetraiodothyronine (T4)	75
256	Alkaline Phosphatase(ALP)	63	292	Thyroid stimulating hormone (TSH)	125
257	Acid Phosphatase	80	293	Luteinizing hormone (LH)	188
258	Creatine Phosphokinase (CPK)/Creatine Kinase (CK)	196	294	Follicle stimulating hormone(FSH)	188
259	Lithium	140	295	Prolactin	188
260	Dilantin (phenytoin)	439	296	Cortisol	266
261	Carbamazepine	439	297	Serum Erythropoietin	550
262	Valproic acid	315	298	PTH (Parathormone)/PTH deficiency/ PTH resistance/ Vit D resistance states/Renal	618
263	Serum Ferritin	315	299	Calcitonin	840
264	Blood gas analysis / Arterial Blood Gas (ABG)	460	300	C-Peptide(connecting peptide)	400
265	Blood gas analysis / Arterial Blood Gas (ABG) with electrolytes	151	301	Insulin	325
266	Urine Pregnancy Test (UPT)	69	302	Progesterone	266
267	Glycated haemoglobin (HbA1C)	165	303	17-hydroxyprogesterone (17-OH Progesterone)	450
268	Kidney Function Tests (KFT/RFT)	261	304	Dehydroepiandrosterone sulfate (DHEA-S)	450
269	Liver Function Tests (LFT)	275	305	Androstenedione	750
270	Lipid Profile(Total cholesterol,LDL,HDL,Triglycerides)	215	306	Growth Hormone	350
271	Extended Lipid Profile(Total cholesterol, LDL, HDL,Triglycerides,Apo A1, Apo B,Lp(a))	700	307	TPO antibody test (Thyroid peroxidase)	385
272	Apolipoprotein A1 (ApoA1)	203	308	Thyroglobulin	400
273	Apolipoprotein B (Apo B)	203	Microbiology & Serology		
274	Lipoprotein A / Lp A	455	309	Smear gram stain examination	48
275	Low density lipoprotein (LDL)	63	310	Sputum smear AFB (Acid fast bacillus)stain	56
276	Serum Homocysteine	450	311	Vaginal Smear Examination	80

277	Haemoglobin (Hb) Electrophoresis	450	312	Direct smear and stain examination for cryptosporidium	100
278	Serum Protein Electrophoresis	300	313	Direct smear and stain examination for Pneumocystis Carinii (P.carini)	100
279	Fibrinogen	400	314	LCB(Lactophenol Cotton Blue) Count for mycology	150
280	Serum Chloride	66	315	LCB (Lactophenol Cotton Blue) Count for others	300
281	Serum Magnesium	154	316	Venereal Disease Research Laboratory Test (VDRL)	50
282	GGTP (Gamma Glutamyl Transpeptidase) / GGT	100	317	Treponema pallidum hemagglutination(TPHA) test	120
283	Serum Lipase	245	318	Widal test	70
284	Fructosamine	224	319	Rheumatoid Factor test	105
285	Beta 2 microglobulin (B2M) /β2 microglobulin	100	320	Culture & Sensitivity - bacterial	100
286	Serum Albumin	21	321	Culture & Sensitivity - mycobacterial	160
287	Catecholamines	800	322	Culture & Sensitivity - mycology	160
288	Creatinine clearance (Select CGHS code 65 under investigations)	160	323	C-Reactive Protein (CRP)	120
Hormones			324	C-Reactive Protein (CRP) - Quantitative	200
289	T3, T4, TSH -Thyroid Function Test (TFT)	213	325	ASO Titre	143

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
326	Quantitative Human chorionic gonadotropin (HCG)	80	358	HSV (Herpes Simplex Virus) IgM	260
327	Blood culture & sensitivity- manual	160	359	HSV (Herpes Simplex Virus) IgE	400
328	Blood culture & sensitivity-automated	300	Tuberculosis		
329	Vibrio cholerae culture	150	360	Tuberculosis TB IgG	280
330	Rapid Blood Culture	320	361	Tuberculosis TB IgM	280
331	Rapid AFB Culture	160	362	Tuberculosis TB IgA	280
332	C3 Complement	650	Rubella		
333	C4 Complement	650	363	Rubella IgG	200
334	Immuno globulin G (IgG)	195	364	Rubella IgM	200
335	Immuno globulin M (IgM)	240	365	Rubella IgA	250
336	Immuno globulin A (IgA)	195	366	Dengue Serology	600
337	Antinuclear antibody(ANA)	320	367	Cysticercosis Serology	340
338	Anti double stranded DNA (Anti Ds DNA)	385	368	Hydatid Serology	374
339	P ANCA	640	369	Anti Sperm Antibodies	406
340	C ANCA	640	HBV DNA		

Infectious disease serology			370	Hepatitis B Virus (HBV) DNA Qualitative	2340
341	HAV	553	371	Hepatitis B Virus (HBV) DNA Quantitative	1600
342	HBsAg - ELISA	147	HCV RNA		
343	Anti HBS	650	372	Hepatitis C Virus (HCV) RNA Qualitative	1760
344	Anti HBC Total	490	373	Human papilloma virus (HPV) serology	575
345	Hepatitis B Core Antibody (HBcAb) Level (Hepatitis B Core IgM Antibody) Anti HBc IgM	480	374	Rotavirus serology	163
346	HBsAg	423	375	PCR for Tuberculosis (TB)	975
347	Anti HBe	450	376	PCR for Human immunodeficiency virus (HIV)	630
348	Anti- HCV	400	377	Chlamydia antigen	900
349	Anti HEV IgM	1000	378	Chlamydia antibody	280
350	Triple Marker (HIV, HBsAg & anti HCV)	900	379	Brucella serology	245
TORCH			380	Influenza A serology	943
351	TORCH IgG	260	USG, X Ray, CT, MRI, Bone Densitometry		
352	TORCH IgM	260	USG :		
Toxoplasmosis			381	a) Patient from Municipal Hospital	120
353	Toxoplasmosis IgG	260	382	b)Paying Bed patient from Municipal Hospital	360
354	Toxoplasmosis IgM	260	383	c) Patients from Hospital other than Municipal Hospital	480
CMV (Cytomegalovirus)			384	USG for Obstetrics - Anomalies scan	886
355	CMV(Cytomegalovirus) IgG	260	385	USG Abdomen / KUB	100
356	CMV(Cytomegalovirus) IgM	260	386	Pelvic USG (prostate, gynae, infertility, post-void residual (PVR) etc	300
HSV (Herpes Simplex Virus)			387	USG Neonatal head (Transfontanellar)	500
357	HSV (Herpes Simplex Virus) IgG	260	388	USG Neonatal spine	500

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
389	USG Contrast enhanced	1000	424	Retrograde Urethrography (RGU)	800
390	USG Breast	410	425	Contrast Hysterosalpingography (HSG)	300
391	USG Hysterosalpingography (HSG)	300	426	X Ray Arthrography	2400
392	USG Colour Doppler - Carotid artery	1000	427	Cephalography	150

393	USG Colour Doppler - Peripheral Artery/Veins	830	428	Myelography	1800
394	USG Colour doppler - Renal arteries/any other organ	1000	429	Digital Subtraction Angiography (DSA) - Cerebral arteries	22000
395	USG guided intervention- aspiration	500	430	Digital Subtraction Angiography (DSA) - Peripheral Artery/arteries	9000
396	USG guided intervention- FNAC	700	Mammography and Breast		
397	USG guided intervention - biopsy	Listed Under Treatment Procedures	431	Digital Mammography with Tomography	264
398	USG guided intervention - nephrostomy	800	432	X Ray Mammography	300
Xray			433	Ultrasound Mammography	500
400	X Ray Abdomen AP Supine or Erect (One film)	110	434	MRI Mammography	500
401	X Ray Abdomen Lateral view (one film)	110	435	Breast scan TEST	720
402	X Ray Pelvimetry	120	436	CT (Plain and Contrast)	1440 plane excluding contrast cost
403	X Ray Chest PA view (one film)	70	437	CT Head/Brain - Without Contrast	800
404	X Ray Chest Lateral view (one film)	70	438	CT Head/Brain - with Contrast (+/- CT angiography)	1350
405	X Ray Mastoids: Towne view, oblique views (3 films)	300	439	CT Chest - without contrast (for lungs)	1500
406	X Ray Extremities, bones & Joints AP & Lateral views (Two films)	160	440	CT Chest - with contrast (+/- CT angiography)	2500
407	X Ray Pelvis AP (one film)	110	441	CT Scan Upper Abdomen Without Contrast	1700
408	X Ray TM Joints (one film)	110	442	CT Scan Upper Abdomen With Contrast	2400
409	X Ray Abdomen & Pelvis for KUB	150	443	CT Scan Lower Abdomen Without Contrast	1500
410	X Ray Skull AP & Lateral (2 films)	200	444	CT Scan Lower Abdomen With Contrast	2400
411	X Ray Spine AP & Lateral (2 films)	200	445	CT Scan Whole Abdomen Without Contrast	3000
412	X Ray PNS (Paranasal sinus) view (1 film)	110	446	CT Scan Whole Abdomen With Contrast	4500
X Ray Contrast studies			447	CT angiography abdomen/chest	5000
413	Barium Swallow	240	448	CT Scan Neck (Thyroid, parathyroid, Soft Tissues) – Without Contrast	1500
414	Barium Upper GI study	700	449	CT Scan Neck – With Contrast	460
415	Barium Upper GI study (Double contrast)	700	450	CT Scan Orbits - Without Contrast	1400
416	Barium Meal follow through	1100	451	CT Scan Orbits - With Contrast	1900

417	Barium Enema (Single contrast/double contrast)	1000	452	CT Scan of Paranasal Sinuses(CT PNS) - Without Contrast	1250
418	Small bowel enteroclysis	1200	453	CT Scan of Paranasal Sinuses(CT PNS) - With Contrast	2100
419	ERCP (Endoscopic Retrograde Cholangiopancreatography)	5865	454	CT Spine (Cervical, Dorsal, Lumbar, Sacral)-without contrast	1500
420	General: Fistulography /Sinography/Sialography/ Dacryocystography/ T- Tube cholangiogram/Nephrostogram	750	455	CT Scan Temporal bone - without contrast	1050
421	Percutaneous transhepatic cholangiography(PTC)	240	456	CT Scan-Dental	1500
422	Intravenous Pyelography (IVP)	240	457	CT Scan Limbs - Without Contrast	1500
423	Micturating Cystourethrography (MCU)	200	458	CT Scan Limbs -With Contrast including CT angiography	2650

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
459	CT Guided intervention – Biopsy /FNAC	1200	495	MRI Abdomen – Without Contrast	2500
460	CT Guided intervention - percutaneous catheter drainage / tube placement	1535	496	MRI Abdomen – With Contrast	5000
MRI (Plain and Contrast)			497	MRI Breast - With Contrast	5000
461	MRI Head/Brain - Without Contrast	2350	498	MRI Breast - Without Contrast	2500
462	MRI Head/Brain - With Contrast	3350	499	MRI Spine Screening - Without Contrast	1000
463	MRI Orbits – Without Contrast	1700	500	MRI Chest - Without Contrast	2500
464	MRI Orbits – With Contrast	5000	501	MRI Chest - With Contrast	5000
465	MRI Nasopharynx and PNS – Without Contrast	2500	502	MRI Cervical/ Cervicodorsal Spine – Without Contrast	2500
466	MRI Nasopharynx and PNS – With Contrast	5000	503	MRI Cervical/ Cervicodorsal Spine – With Contrast	5000
467	MRI Neck - Without Contrast	2400	504	MRI Dorsal/ Dorsolumbar Spine - Without Contrast	2500
468	MRI Neck- with contrast	5000	505	MRI Dorsal/ Dorsolumbar Spine – With Contrast	5000
469	MRI Shoulder – With contrast	5000	506	MRI Lumbar/ Lumbosacral (LS) Spine – Without Contrast	2500
470	MRI Shoulder – Without contrast	2500	507	MRI Lumbar/ Lumbosacral (LS) Spine – With Contrast	5000
471	MRI Shoulder both joints - Without contrast	2500	508	MRI Whole body (For oncological workup)	6000
472	MRI Shoulder both joints – With contrast	5000	509	MRI Angiography – Without Contrast	1200
473	MRI Wrist Single joint - Without contrast	2500	510	MRI Angiography – With Contrast	5000
474	MRI Wrist Single joint - With contrast	5000	511	Magnetic Resonance Cholecysto Pancreatography (MRCP)	2500

475	MRI Wrist both joints - Without contrast	2500	512	MR Enteroclysis	2500
476	MRI Wrist Both joints - With contrast	5000	Bone Densitometry		
477	MRI knee Single joint - Without contrast	2500	513	Dexa scan Bone Densitometry - Single Site	1000
478	MRI knee Single joint - With contrast	5000	514	Dexa Scan Bone Densitometry - Two sites	1800
479	MRI knee both joints - Without contrast	2500	515	Dexa scan Bone Densitometry - Three sites (Spine, Hip & extremity)	2300
480	MRI knee both joints - With contrast	5000	516	Dexa scan Bone Densitometry Whole body	2950
481	MRI Ankle Single joint - Without contrast	2500	517	Neurological Investigations and Procedures	250
482	MRI Ankle single joint - With contrast	5000	518	EEG/Video EEG	180
483	MRI Ankle both joints - With contrast	5000	519	EMG (Electromyography)	960
484	MRI Ankle both joints - Without contrast	2500	520	Water cystometrogram with Electromyogram	1800
485	MRI Hip - With contrast	5500	521	Carbondioxidecystometrogram with Electromyogram	150
486	MRI Hip - without contrast	3000	522	Nerve conduction velocity (NCV) - two or more limbs	750
487	MRI Pelvis - Without Contrast	2500	523	Decremental response (before and after neostigmine)	150
488	MRI Pelvis - with contrast	5000	524	Incremental response	700
489	MRI Extremities - With contrast	5000	525	SSEP (Somatosensory evoked potentials)	750
490	MRI Extremities - Without contrast	2500	526	Evoked potential test	150
491	MRI Temporomandibular - Single Joint - With contrast	5000	527	Single	60
492	MRI Temporomandibular - Single Joint - Without contrast	2500	528	Multiple	120
493	MRI Temporomandibular Double Joint - With contrast	5000	529	Polysomnography (PSG)/ Sleep study	750
494	MRI Temporomandibular Double Joint -Without contrast	2500	530	Brachial plexus study	750

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
531	Muscle biopsy	450	563	Urinary metanephrine/Normetanephrine	400
532	Acetylcholine receptor (AChR) antibody titre	750	564	Urinary free catecholamine	350
533	Anti muscle specific receptor tyrosine kinase (Anti MuSK) antibody titre	9500	565	Serum catecholamine	450
534	Serum Copper	500	566	Serum aldosterone	700
535	Serum Ceruloplasmin	618	567	24 Hour urinary aldosterone	920

536	Urinary Copper	500	568	Plasma renin activity	800
537	Serum Homocysteine	Listed under Investigations	569	Serum aldosterone/renin ratio	1250
538	Serum Valproate level	439	570	Osmolality urine	150
539	Serum phenobarbitone level	390	571	Osmolality serum	150
540	Coagulation profile	595	572	Urinary sodium	94
541	Protein C, Protein S, antithrombin – III (Thrombophilia profile)	700	573	Urinary Chloride	50
542	Serum lactate level	540	574	Urinary calcium	94
543	CSF - Basic studies including cell count, protein, sugar, gram stain, India Ink preparation and smear	240	575	Anti TPO (Thyroid peroxidase) antibody	385
544	CSF - Special studies	1200	576	Thyroid binding globulin (Thyroglobulin)	400
545	CSF/Body fluids - PCR for tuberculosis/ Herpes simplex	925	577	Serum cortisol	266
546	CSF/Body fluids - Bacterial culture and sensitivity	200	578	24 hour urinary free cortisol	400
547	CSF/Body fluids - Mycobacterial culture and sensitivity	200	579	Islet cell antibody	950
548	CSF/Body fluids - Fungal culture	150	580	Glutamic Acid Decarboxylase Autoantibodies test (GAD antibodies)	1330
549	CSF/Body fluids - Malignant cells (Cytology)	75	581	Insulin associated antibody	400
550	Anti measles antibody titre (with serum antibody titre)	1230	582	Insulin-like growth factor-1 (IGF-1)	400
551	CSF/Body fluids - Viral culture	300	583	Insulin-like growth factor binding protein 3 (IGFBP3)	1650
552	Antibody titre (Herpes simplex, cytomegalovirus, flavivirus, zoster varicella virus)	2000	584	Sex hormone binding globulin	1333
553	CSF/Body fluids - Oligoclonal bands (OCBs)	1500	585	USG guided FNAC thyroid gland	455
554	CSF/Body fluids - Myelin basic protein (MBP)	400	586	Free T3 (FT3)	125
555	CSF/Body fluids - Lactate	350	587	Free T4 (FT4)	125
TESTS IN GASTROENTEROLOGY			588	Free T4/TSH	100
556	D-xylose test	1200	589	Free T3/Free T4/TSH - Thyroid Function Test (TFT)	300
557	Fecal fat test/ fecal chymotrypsin/ fecal elastase	1200	590	Estradiol (E2)	245
558	Breath tests- Urea for H pylori / Hydrogen	1500	591	Thyroglobulin antibody	700

559	H pylori serology for coeliac disease	250	592	Kappa Lambda Light Chains, Free, Serum/ Serum free light chains (SFLC)	4025
560	HBV genotyping	2730	593	Serum IGE Level	345
561	HCV genotyping	2200	594	NT-Pro BNP	2070
Tests in Endocrinology (in addition to those included under Hormones)			595	CECT Chest (Including CD)	2875
562	Urinary vanillylmandelic acid (VMA)	430	596	MRI-Prostate (Multi-parametric) (Including CD)	6900 Including CD

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
597	HCV RNA Quantitative	1725	631	Anti HBs	650
598	Tacrolimus	2645	632	Free Triiodothyronine (FT3)	125
599	Protein Creatinine Ratio (PCR), Urine / Albumin Creatinine Ratio (ACR), Urine	138	633	Free Thyroxine (FT4)	125
600	Fibroscan Liver	1150	634	Widal Test	70
601	HLA B27 (PCR)	575	635	Dengue Serology (including Dengue NS1)	600
602	Mantoux Test	200	636	Blood component charges - Whole Blood per Unit	1450
603	Procalcitonin	2070	637	Blood component charges - Packed Red Cell per Unit	1450
604	TORCH Test	1288	638	Blood component charges - Fresh Frozen Plasma	250
605	Intracoronary optical coherence tomography (OCT) / Intravascular optical coherence tomography (IVOCT)	65000	639	Platelet Concentrate-Random Donor Platelet (RDP)	400
606	Fractional Flow Reserve (FFR) Wire cost excluding GST(AIIMS Rates)	23500 (Wire Cost), 15000/- (Procedure Cost)	640	Blood component charges - Cryoprecipitate	200
607	Anti - Smooth Muscle Antibody Test (ASMA)	1460	641	Platelet Concentrate – Single Donor Platelet (SDP)- Apheresis per unit	11000
608	C ANCA-IFA	1500	642	CCS Group A Officer of above 40 years of age –Male, Annual Health Check up	2000
609	P ANCA-IFA	1500	643	CCS Group A Officer of above 40 years of age – Female, Annual Health Check up	2,200
610	Angiotensin converting enzyme (ACE)	1000	644	Interleukin 6 (IL 6)	1600
611	Endobronchial Ultrasound (EBUS) - Trans bronchial needle aspiration (TBNA) - Using New Needle	18370	645	High resolution computed Tomography (HRCT Chest)	2,000

612	Extractable Nuclear Antigens (ENA) – Quantitative	4600	646	Fluid air exchange (per eye)	5000
613	Chromogranin A	5000	647	C3F8 Gas Injection (per eye)	5000
614	Faecal calprotectin (fecal calprotectin)	2730	648	Diurnal variation of IOP (per eye)	1500
615	C3-Complement	650	649	Silicone oil injection (per eye)	5000
616	C4-Complement	650	650	Epiretinal Membrane (ERM) Peeling (per eye)	7000
617	Genexpert Test	1035	651	Epiretinal Membrane (ERM) Removal (per eye)	3000
618	DJ stent removal (unilateral & Bilateral)	4000	652	Internal limiting membrane (ILM) peeling (per eye)	3000
619	Pulmonary Function Test (PFT) / (Spirometry with DLCO)	100	653	Punctoplasty (per eye)	6500
620	EUS (Endoscopic Ultrasound) guided FNAC (Using with Needle)	15000	654	Punctal plug(Collagen/silicone) (per eye)	4,000
621	CT Urography	4500	655	Laser Trabeculoplasty Gonioplasty (both eyes)	16,000
622	Video Laryngoscopy	6000	656	Eye laser pulse therapy (per eye)	3500
623	CT Angio-Neck Vessels	6000	657	Glaucoma valve/Glaucoma Ahmed valve	15000
624	H1N1 (RT-PCR)	1084	658	Malyugin Ring	10,000
625	Erythropoietin level (Approved CGHS package rate as per Mumbai code 203)	See Mumbai code 203	659	Globe exploration (eye surgery)	10,000
626	Anti HEV IgM	1000	660	Scleral Fixation Tissue glue	6000
627	Anti HAV IgM	750	661	Fiber optic Nasal Endoscopy	2300
628	HBsAg Quantitative	650	662	Videostroboscopy	5500
629	Typhidot IgM	400	663	Video Bronchoscopy with BAL	10,000
630	Hepatitis B Core Antibody (HBcAb) Level (Hepatitis B Core IgM Antibody)	480	Interventional Radiology		

Sr.No	Name of service / procedure	Rate	Sr.No	Name of service / procedure	Rate
664	Intracranial clot retrieval	150000	691	Superficial Femoral Artery Stenting With Stent.	125000
665	Inferior Vena Cava Stenting Single Stent	125000	692	USG or Fluoroscopy or CT guided percutaneous Neuronolysis for reducing pain in Cancer or Non malignant conditions	10000
666	Embolization of AV Malformation Of Peripheral Extremity	90000			

	or Craniofacial or Visceral Per Sitting				
667	Hepatic Vein Stenting In Budd - Chiari Syndrome Single Stent	125000			
668	Renal Artery Embolization With Multiple Coils And Microcatheter	100000			
669	Acute Stroke Thrombolysis With rTPA	100000			
670	Bronchial Artery Embolization In Hemoptysis Using PVA And Micro Catheter	60000			
671	Intra-Arterial Thrombolysis For Acute Ischemic Limbs	100000			
672	Uterine Artery Embolization In Severe Menorrhagia Secondary To PPH or Uterine Fibroids or AVM	80000			
673	Permanent Tunnelled Catheter Placement As Substitute For AV Fistula In Long Term Dialysis /CAPD	40000			
674	Endovascular Intervention For Salvaging Hemodialysis AV Fistula	120000			
675	Central Venous Stenting For Central Venous Occlusion (Brachiocephalic or Subclavian Vein or Sup Vena Cava or Common Iliac Vein) Single Metallic Stent	125000			
676	Radiofrequency Tumor Ablation Therapy	120000			
677	Inferior Vena Cava Filter Placement	100000			
678	Mesenteric Artery Angioplasty & Stenting In Chronic Mesenteric Ischemia - Single Stent	110000			
679	Cortical Venous Sinus Thrombolysis	100000			
680	Arterial Chemoinfusion in malignant tumours	100000			
681	Catheter directed thrombolysis in acute Mesenteric arterial or venous Ischemia	100000			

682	Central Venous Balloon plasty For Central Venous Occlusion (Brachiocephalic or Subclavian Vein or Sup Vena Cava or Common Iliac Vein) Single Metallic Stent	70000			
683	Chemoport or Implantable lines	28000			
684	Endovenous thermal ablation for one limb in Varicose veins	45000			
685	HIFU (High intensity focus ultrasound) or Cryoablation or IRE (Irreversible Electroporation) for tumor	150000			
686	Iliac Artery Stenting with stent	125000			
687	Microwave ablation for tumor	120000			
688	PICC line insertion for Chemotherapy or longterm antibiotic infusion	12000			
689	Prostate artery embolisation in BPH or Haematuria	100000			
690	Retrieval of foreign body for example IVC Filter or device or IV line	30000			