

PANVEL MUNICIPAL CORPORATION, PANVEL

EOI Notice No. MHD/02/2025-26



Notice inviting EOI

for

Installation, Operation, Maintenance and Management of Dialysis centre for providing dialysis services on contract basis in Panvel Municipal Corporation jurisdiction.

(This document is meant for the exclusive purpose of submitting the Expression of Interest against this document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)



Medical Officer of Health

Panvel Municipal Corporation



Deputy Commr. (Health)

Panvel Municipal Corporation



Chief Account Officer

Panvel Municipal Corporation



Chief Auditor

Panvel Municipal Corporation



Additional Commissioner

Panvel Municipal Corporation





PANVEL MUNICIPAL CORPORATION

EOI No. MHD/02/2025-26

Expression of Interest for Development for Installation, Operation, Maintenance and Maintenance of dialysis centre for providing dialysis services on contract basis in Panvel Municipal Corporation jurisdiction.

Panvel Municipal Corporation (PMC) wishes to provide basic and affordable healthcare facilities to its citizens. In line with the above, PMC would like to develop dialysis center facility in Panvel Municipal Corporation area. PMC has proposed a dialysis center facility in area of Panvel Municipal Corporation. The center is proposed to include a dialysis unit of approximately 25 beds per center.

PMC thereof invites expression of interest from reputed bidder with proven track record and who intend to install, operate, maintain and manage dialysis center facilities in Panvel Municipal Corporation jurisdiction. More details about the submission procedure are available in the Expression of Interest (EOI) document. Interested companies can download the documents from www.panvelcorporation.com from 20.05.2025 to 02.06.2025 and submit them in an envelope to the Medical Health Department by 3.00 PM on 02.06.2025.

Dated:

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Additional Commissioner, PMC

1. Introduction

Panvel is the first municipal corporation in the Raigad district of Maharashtra. It was formed after amalgamating Panvel old council area and 29 revenues villages encompassing CIDCO nodes, i.e., Kharghar, Kalamboli, Kamothe, Taloja, New Panvel, Navade, Kalundre, and 11 previously governed Mumbai Metropolitan Region Development Authority (MMRDA) villages. The history of Panvel dates back 300 years, having been ruled by different groups such as the Mughals, Marathas, Portuguese, and British. The place became an important trade centre under the Mughal Empire due to the availability of both land and sea. Traditional buildings such as wadas and other structures were constructed during the Peshwahi and post-Peshwahi period due to largescale trading in the area. Originally, the city was called Pavanpalli, from which the recent name of Panvel originated

The jurisdiction of the newly formed Panvel Municipal Corporation spans ~110 sq km. As per the 2011 census, the population of this region was 509,901. The population is estimated to have crossed 9 lakh in 2017.

2. Project Background

With expansion in population in confluence with development of infrastructure, affordable medical facilities are very important for the citizens of the city. PMC as authority has developed 15 Urban Primary Health Centers, 9 Urban Health Wellness Center and 2 Apla Dawakhana in the recent years to provide affordable healthcare facilities and services for the citizens. It has been observed that there is a significant prevalence of kidney disease among citizens in the PMC area. There is not enough private dialysis facility available within the Municipal area to provide dialysis treatment to these patients. Consequently, kidney patients from Panvel have to travel to adjoining areas such as Navi Mumbai, Thane and Mumbai for treatment. This results in a waste of patient's time, travel expenses and treatment costs. Furthermore, private hospitals charge a minimum of INR 1500 per dialysis session. Considering the aforementioned situation, the Corporation intends to develop a new dialysis center facility in area of Panvel Municipal Corporation. Since dialysis is a essential treatment for kidney patients, this initiative will greatly benefit the general public.

3. Project Concept

PMC intends to develop, operate and maintain a new dialysis center facility in Panvel Municipal Corporation area for a period of 10 years. The facility is proposed to be provided on PMC's own land. Each facility is proposed to include a dialysis unit with approximately 25 beds. PMC will allocate only required area, electricity and water for the dialysis center facility. The bidder shall Install, Finance, Own and Operate the center from his own pocket, patients will receive complete dialysis treatment free of cost.

4. Objectives of the Panvel Municipal Corporation for the project

The proposed development by the bidder shall have to achieve certain objectives. The following points highlight the key objectives of the PMC in developing the site in Panvel Municipal Corporation area:

- I. To develop, finance, own and operate, maintain and transfer approx. one 25 bedded dialysis center facility fully equipped with standard infrastructure.
 - II. To make best use of space available for the proposed facility.
 - III. To ensure that the project is self-sustainable.
 - IV. To provide free dialysis service to citizens.
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5. Guidelines for the operating the dialysis center

The selected bidder shall operate the dialysis center as per government norms for running a dialysis center.

6. Scope of the Project

The prospective applicant is expected to develop the dialysis facility and will be responsible for operating and maintaining the facility, including providing all required infrastructure, human resource, supportive infrastructure i.e machinery, equipment & RO plant, pediatric dialyzer, and all other consumables etc. at their own expense.

The bidder shall install minimum 25 nos of dialysis machines at each proposed dialysis center, one in New Panvel and another in Kharghar (Note: The dialysis center must be in the name of PANVEL MUNICIPAL CORPORATION only). The successful bidder will purchase & install Dialysis Machine at his own cost and pay all necessary statutory taxes. The successful bidder will update the hardware and software of Dialysis machine whenever required or as directed by PMC. It shall be responsibility of the successful bidder to make all arrangement regarding mobilization transportation and storing, testing etc. of material and machinery required for smooth functioning of Dialysis Center. The bidder shall install dialysis machine with good quality and sufficient UPS capacity to endure continuous services. Five machine shall be installed in each center dedicated for infectives cases i.e Hepatitis B/C and HIV+. The machines shall be brand new model from the current production of the manufacturing facility along with suitable RO plant.

The Successful Bidder will operate the unit in three shifts so that minimum 3 dialysis procedures per day per machine will be done at the center. If shut down extends beyond 30 days due to technical and/or administrative reasons on the part of service provider, the contract may be cancelled.

The Operator shall employ skilled, semi-skilled and unskilled labour in sufficient numbers as per NABH norms to carry out its services at the required rate of progress and of quality, for timely fulfilling the Operator's obligations under the Contract and to the satisfaction of the Competent Authority.

The Bidder shall not sublet the said Center to any other Bidder. In case if the said condition is violated, then permission will automatically stands cancelled and the PMC will take possession of the said structure/ center. The said Center must only be used for the purpose of Dialysis. In case of any default of the same, PMC will take action, as deemed fit.

The prospective bidder shall provide free treatment to the patients under MJPJY / PMJAY/ any Govt. Scheme for the term of the contract. The term of the contract is 10 years are fixed for the contract period.

The bidder shall be responsible for upkeeping of the facility. The bidder shall be responsible for the day-to-day disposal of medical waste and garbage. The bidder shall adhere to the norms and rules of biomedical waste disposal.

The Medical Officer of Health (MOH) shall appoint an officer from the available existing staff who shall act as Nodal Officer. The MOH shall supervise and monitor the operation and Management of the dialysis center. The MOH is expected to facilitate the smooth implementation of the dialysis center and as per the terms and conditions. Broadly the role of the MOH is to review, monitor and where required, approve activities associated with the implementation and operation of the Project to ensure compliance by the Operator to the operational obligations.

The bidder shall be responsible for any medicolegal case arising during or after the treatment. PMC shall not be a part of any such cases. The bidder shall be responsible for maintaining the database at

each facility. This shall include development of software/application containing information on dialysis patients, their schedule, follow up etc. This database shall be accessible to the PMC, to monitor the operation of the dialysis center, The bidder shall prepare monthly abstract and submit it to the PMC after getting it certified by the Nodal Officer.

Responsibility of PMC:

- To provide building, electricity and water.

Responsibility of the Nodal Officer:

- To monitor the operation of the dialysis center on daily/weekly basis.
- To conduct surprise visits to inspect the operation of the dialysis center.
- To monitor patients' admission, discharge and to resolve any queries that arises during admission/discharge mutually between the bidder and PMC.
- To refer the patient to free tertiary treatment in consultation with the family member. After admission for the tertiary treatment, it shall be the responsibility of the family member. PMC may assist the family member if required.

7. Present status of project Site

The Prospective applicants are strongly recommended to examine the Project site in greater detail, and to carry out, at their cost, such studies as may be required for bidding later on. PMC also recommends prospective bidders to visit the Project Area and ascertain the site conditions, baseline of assets, location, access to site, applicable laws and regulations, and any other matter considered relevant by them. PMC will not be held responsible for any incorrect decision arrived at by the bidder based on the data provided in this document.

8. EOI Submission

- All costs and expenses involved in the preparation and submission of the EOI in response to this invitation shall be borne by the party.
- In the proposal, parties may clearly state their expectations from the PMC for initiating the services mentioned, including development of Infrastructure.

9. Eligibility of the parties

Only those bidders who fulfill the eligibility criteria as mentioned in Envelope 1 of the EOI are eligible to submit their proposal for this work. The documents indicated against each of the eligibility criteria shall be required to be submitted along with the technical bid to establish the eligibility of the Tenderer.

Tenders are invited in one envelope system

The envelope shall contain the following:

i. Envelope No.1 (Technical Bid)

Technical Bid envelope should contain all the documents mentioned below:

S.No	Criteria	Required eligibility	Documents Required
1	Others	Details of Tenderer	Annexure-1
2	Others	Affidavit	Annexure-2

S.No	Criteria	Required eligibility	Documents Required
3	Others	Undertaking	Annexure-3
4	Others	List of Works in Hand	Annexure-4
5	Others	List of Manpower	Annexure-5
6	Others	Affidavit	Annexure-6
7	Net worth	Positive net worth	CA certificate showing Positive net worth
8	Others	In case of partnership concern (if any)	Partnership deed.
9	Others	GST registration	GST registration certificates
10	Others	PAN CARD	Copy of PAN card
11	ISO certification	ISO 9001 or latest ISO	ISO 9001 or latest ISO certificate of bidder
12	Turnover	The bidder should have an average annual turnover of not less than INR 1 crore during the last three (03) audited financial years . (F.Y 2022-23, FY 2023-24, FY 2024-25)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/ Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure 4
13	Experience	The Bidder must have experience operating and maintaining minimum 10 bedded dialysis center (govt /semi-government / charitable institute / private) that includes minimum of 10 dialysis machines during last five (05) years as on last date of submission of bid.	Bidders shall submit copy of work order/ performance Certificate from the client/ self declaration self-declaration of running a 10 bedded dialysis center that includes minimum of 10 Dialysis Machines with purchase of dialysis machines or rent agreement certified by CA
14	Experience	The bidder must have experience in operating and maintaining a hospital (govt /semi-government / charitable institute / private) with minimum 25 ICU beds in the last five (05) years as on last date of submission of bid.	Bidders shall submit hospital registration certificate
15	Experience	The bidder must be registered/ enrolled under MJPJY/PMJAY/ any govt scheme for dialysis and have implemented this scheme for minimum five years.	Registration/enrolment agreement
16	Experience	The bidder must have experience in operating and maintaining a 10 bedded dialysis center with minimum 3000 cycle/ year	Bidders shall submit copy of work order/ performance Certificate from the client/ self declaration self-declaration of running a 10 bedded dialysis center that includes minimum of 10 Dialysis Machines with purchase of dialysis machines or rent agreement certified by CA

S.No	Criteria	Required eligibility			Documents Required
17	Staff & Labour	S. No	Role /Position	Essential Qualification and Experience	Duly signed CV's
		1	Nephrologist	DM or DNB in Nephrology or MD Medicine with at least two years experience in dialysis (to be certified by an expert of the dialysis Centers)	
		2	Dialysis Doctor (at least one should be available in the Centers)	MBBS or BAMS with Intensive Course / ICV Management, and at least 1 year of experience in dialysis (to be certified by an expert of the dialysis Centers)	
		3	Dialysis Technician (at least three should be available in the Centers)	At least one year certificate course in Dialysis Technology with at least two year experience in dialysis (to be certified by an expert of the dialysis Centers)	
		4	Nurses (at least Ten should be available in the Centers)	The nurse should hold an ANM/ GNM Diploma or B.Sc Degree in Nursing from an Institute recognized by Indian Nursing Council, with at least one year experience as Nurse registered with MNC.	

ii. Technical Evaluation

Only proposals meeting the minimum eligibility criteria specified in Envelope 1 will be opened and evaluated as per the following criteria:

S.No	Criteria	Evaluation Parameters	Maximum Marks	Supporting Documents
1	The bidder should have an average annual turnover of not less than INR 1 Cr. during the last three (03) audited financial years . (F.Y 2022-23, FY 2023-24, FY 2024-25)	Average Annual Turnover (in INR) (Cr) a) ≥ 1 Cr. and < 5 Cr: 10 marks b) ≥ 5 Cr and < 7 Cr : 12 marks c) ≥ 7 Cr: 15 marks	15	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/ Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure 4
2	The Bidder must have experience operating and maintaining minimum 10 bedded dialysis center (govt /semi-government / charitable institute / private) that includes minimum of 10 dialysis machines during last five (05) years as on last date of submission of bid.	Experience in operating and maintaining dialysis center, a) ≥ 10 and < 15 beds: 15 Marks b) ≥ 15 beds: 20 marks	20	Bidders shall submit copy of work order/ performance Certificate from the client/ self declaration of running a 10 bedded dialysis center that includes minimum of 10 Dialysis Machines with purchase of dialysis machines or rent agreement certified by CA
3	The bidder must have experience in operating and maintaining a hospital (govt /semi-government / charitable institute / private) with minimum 25 ICU beds in the last five (05) years as on last date of submission of bid.	Experience in operating and maintaining hospital, a) ≥ 25 and < 35 ICU beds : 8 marks b) ≥ 35 and < 45 ICU beds: 10 marks c) ≥ 45 ICU beds :15 marks	15	Bidders shall submit hospital registration certificate
4	The bidder must be registered/ enrolled under MJPJY/PMJAY/ any govt scheme for dialysis and have implemented this scheme for minimum five years.	Registered/enrolled under MJPJY/PMJAY/ any govt scheme for dialysis: a) ≥ 5 and < 7 years: 15 Marks b) ≥ 7 years: 20 marks	20	Registration/enrolment agreement

S.No	Criteria	Evaluation Parameters	Maximum Marks	Supporting Documents
5	The bidder must have experience in operating and maintaining a 10 bedded dialysis center with minimum 3000 cycle/ year	Experience in operating and maintaining a 10 bedded dialysis center with, a) >=3000 and < 4000 cycle/year: 5 marks b) >=4000 and < 5000 cycle/year: 8 marks c) >= 5000 cycle/year: 10 marks	10	Bidders shall submit copy of work order/ performance Certificate from the client/ self declaration self-declaration of running a 10 bedded dialysis center that includes minimum of 10 Dialysis Machines with purchase of dialysis machines or rent agreement certified by CA
6	Staff & labour	<p>Nephrologist DM or DNB in Nephrology or MD Medicine with, a) 2 years experience in dialysis (to be certified by an expert of the dialysis Centers) = 4 marks b) >2 years experience in dialysis (to be certified by an expert of the dialysis Centers) = 5 marks</p> <p>Dialysis Doctor (at least one should be available in the Centers) MBBS or BAMS with Intensive Course / ICV Management, and c) 1 year of experience in dialysis (to be certified by an expert of the dialysis Centers)= 4 marks d) >1 year of experience in dialysis (to be certified by an expert of the dialysis Centers)= 5 marks</p> <p>Dialysis Technician (at least three should be available in the Centers) At least one year certificate course in Dialysis Technology with, e) 2 year experience in dialysis (to be certified by an expert of the dialysis Centers) = 4 marks f) > 2 year experience in dialysis (to be certified by an expert of the dialysis Centers) = 5 marks</p> <p>Nurses (at least Ten should be available in the Centers) The nurse should hold an</p>	20	Duly signed CV's

S.No	Criteria	Evaluation Parameters	Maximum Marks	Supporting Documents
		ANM/ GNM Diploma or B.Sc Degree in Nursing from an Institute recognized by Indian Nursing Council with, g) 1 year experience as Nurse registered with MNC = 4 marks h) >1 year experience as Nurse registered with MNC = 5 marks		
	Total		100	

iii. Evaluation Process

The bidder securing higher score shall be considered for LOA/LOI. In case any future expansion for new dialysis center site is proposed the bidder securing the second highest score will be considered.

If the technical score of two or more bidders are same, the bidder shall be selected based on the one having higher average annual turnover in the last 3 financial years.

10. Preliminary Scrutiny

The Corporation will scrutinize the documents submitted to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the submission are generally in order.

A EOI determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the bidder by correction of the non-conformity. The Corporation may waive any minor infirmity or irregularity in a EOI which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

11. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of EOI, the Corporation may, at its discretion, ask some or all bidder for technical clarification of their EOI. The request for such clarifications and the response shall be in writing. To speed up the EOI process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the bidder. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

12. Acceptance of EOI

Acceptance of EOI on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner. The right to split up the Work/Service in two or more parts is reserved by the Corporation and also the right to award the Work/Service to more than one agency is reserved. The Corporation reserves the right to reject any or all submission received without assigning any reason whatsoever.

13.Intimation to Successful bidder

The acceptance of EOI may be communicated to the successful bidder in writing or otherwise either by the EOI opening authority or any authority in the Corporation.

14.Contract Period

The Contract period shall commence on the Commencement Date and will continue for ten years.

15.Rights of the Corporation

The Corporation reserves the right to suitably increase/ reduce the scope of work put to this EOI. In case of a Rate Contract, the Corporation does not in any way guarantee the quantity for which an order may be placed and the Tender quantity may only be treated as indicative.

In case of any ambiguity in the interpretation of any of the clauses in EOI or the Contract Document, interpretation of the Clauses by the Corporation shall be final and bindings on all Parties.

In case the bidder is declared as fraudulent and defaulters

- i. The extra expenditure incurred because unavailability of services shall be recovered from the bidder.
- ii. His Registration will be cancelled
- iii. The bidder will be debarred from participating in the EOI process for next Ten years.

In case if found that the tenderer has submitted forged documents the following actions will be taken against the tenderers.

- i. The police case will be filed against the bidder
- ii. His Registration will be cancelled
- iii. The bidder will be debarred from participating in the tender for next Ten years.

16.General Conditions of Contract Obligations of the Successful Bidder

1. If the Successful Bidder shall start the Dialysis Center within three months of issue of Letter of Acceptance by PMC or within the extended time period as approved by Municipal Commissioner PMC.
 2. The Successful Bidder shall execute an agreement in the prescribed proforma agreeing to the various terms and conditions of the contract. The cost of preparation of lease document and any other legal charges shall be borne by the Successful Bidder.
 3. It is clearly understood that the Ownership of the structure continues to vest with the PMC.
 4. The Successful Bidder shall not create any charges, debt, lien or mortgage of whatsoever nature on the Municipal structure.
 5. The Successful Bidder shall fulfill his / their obligations undertaken by him/them to the entire Satisfaction of the Municipal Corporation.
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6. The Successful 'Bidder shall be responsible for any damage or injury whatsoever that may be caused at any time to the persons or property of the employee or to the third party while running the Dialysis center and all such damages, injury or to the property shall be corrected / replaced immediately by the successful Bidder to the satisfaction of the Corporation. The PMC will not be responsible for the same.
 7. All debris/waste material/medical waste generated at Dialysis Centers shall be removed daily and the same shall not be stacked in the center/Municipal building causing' inconvenience.
 8. The Successful Bidder shall have to make arrangements for financing the said work without including PMC assets on his own.
 9. PMC shall not stand as guarantor for repayment of loans secured by the Successful Bidder.
 10. The Successful Bidder shall not be entitled, to any special tax concessions or any other concessions as a result of undertaking the proposed work, other than those declared by the PMC or the Government of India up to the last date of sale of blank bid document.
 11. The installation & running of Dialysis Centers shall be strictly as per guide lines of PMC. During installation & running of Dialysis Centers, if it is found by PMC that the performance of the bidder center is unsatisfactory, the Commissioner or his authorized representatives shall be entitled to take action after giving the Successful Bidder 1 month notice in writing. The Successful Bidder shall have no claim for compensation for any loss sustained by him owing-to such an action.
 12. Joint Ventures not allowed.
 13. The Project will be awarded for a period of 10 years and the Dialysis Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of a Contract Agreement and terms and conditions therein. It could be cancelled at any time after providing an opportunity of hearing by the Authority, In case the Dialysis Service Provider does not follow the rules, regulations and terms and condition of the contract.
 14. Dialysis service provider shall administer, manage and operate the Dialysis Machines and Equipments during the Term in accordance with (i) the latest and highest Operating Manual of the Manufacturer (and which will include good medical practices, investigation and all renal treatment modalities as prescribed by the relevant Authorities etc from time to time, (ii) follow all the ethical and social good practices around patient care;
 15. All expenses on account of man power, electricity, water and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machine shall be borne by the provider. The Service Provider shall ensure that the Personnel at the Dialysis Centers, are trained regularly from time to time to offer quality Dialysis treatment to the patients
 16. Dialysis Service Provider shall make alternative arrangements for provision of dialysis in case the machine is out of order/ broken down for period greater than 24 hours.
 17. The Dialysis service provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility during the contract period.
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18. The Dialysis service provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred Dialysis center.
19. No medicine / drug / consumables shall be demanded from patient.

17. Assignment of work, Alternation in firm by death of bidder etc.

1. The bidder shall not subcontract the whole of the Services or a substantial part thereof. Except where otherwise provided by the Contract, the bidder shall not subcontract any part of the Services without the prior consent of the PMC. Any such consent shall not relieve the bidder from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subbidder, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the bidder, its agents, servants or workmen.
2. No change in the bidder's firm either by death, retirement or addition of new partners shall vitiate of effect his agreement but the bidder's / partner's heirs assigns successors of the firm for the time being shall be absolutely bound by the terms hereof.

18. Confidentiality

1. The bidder shall cause the persons related to the bidder not to, without the prior written consent of the Corporation, at any time divulge or disclose to any Person or use for any purpose unconnected with the Services, Proprietary knowledge obtained while delivering services under this Contract.
2. The bidder shall, whenever required, take necessary steps to ensure that all Persons employed by it, under this Contract, comply with the India Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

19. Corporation's Reputation

The bidder shall not use the name of the Corporation / Hospital in any manner either for credit arrangement or otherwise without permission in writing from the Municipal Commissioner.

20. Indemnity

1. The bidder shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Services and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
 2. The bidder shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,
 - i. Payment of Wages Act, 1936;
 - ii. Minimum Wages Act, 1948;
 - iii. Employers Liability Act, 1938;
 - iv. The Workmen's Compensation Act, 1923;
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- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948; and
- vii. Maternity Benefit Act, 1961

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Services, whether in the employment of the bidder or not, save and except where such accident or injury have resulted from any act of the Corporation, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the bidder be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The bidder shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

21. Corrupt and fraudulent practices

The Corporation requires that the bidder under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
2. "Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of the free and open competition;

22. Termination / Suspension of agreement

1. The Corporation shall be at liberty at any time to suspend / terminate this contract on giving 01 Month notice in writing to the bidder for breach of any of the terms and conditions of this Contract. If Corporation suspended or terminated the contract, the bidder shall continue his service till alternative arrangement is done by PMC.
 2. An event of default on the part of the bidder, which results from the Bidder being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
 - a. In the opinion of the Corporation, the bidder has repudiated the Contract,
 - b. Without reasonable excuse has failed to commence Services in accordance with this Contract, or failed to complete the Services within the time stipulated for completion;
 - c. Despite previous warning from the Corporation, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
 - d. Stops providing the Services for two (2) days and the stoppage has not been authorised by the Corporation;
 - e. If the Bidder is in breach of any law or statute governing the Services;
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- f. The Bidder, in the judgement of the Corporation has engaged in corrupt or fraudulent practices¹ in competing for or in carrying out the Services under the Contract.
- g. The Bidder enters into voluntary or involuntary bankruptcy, or liquidation;
- h. The Bidder becomes insolvent;
- i. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- j. Any act is done or event occurs with respect to the Bidder or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- k. The Bidder (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation

23. Termination without assigning any reasons

It shall also be lawful for the Corporation to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Bidder may suffer by reason of such termination, by giving the Bidder 15 days notice in writing by the Corporation for such termination,

24. Consequences of Termination

After termination pursuant to the above provisions the Bidder shall:

- a. Cease all further Services, except for such Services as may be necessary and instructed by the Corporation's Representative and that is required to return all the linen etc to the Corporation in a clean and safe condition;
- b. Hand over all documents and supplies for which the Bidder has received payments;
- c. Remove all Bidders equipment, which is on the hospital and repatriate its entire staff and labour from the hospital,

Any such termination shall be without prejudice to any other right of the Corporation under the Contract.

25. PROCEDURE FOR DISPUTES.

Competent Authority's Decision

- 1. If a dispute(s) of any kind whatsoever arises during the tender period the same shall be referred to Medical Officer of Health for resolution.
- 2. If there no resolution of dispute after discussions between Medical Officer of Health and the Bidder, the said dispute shall be referred to the Commissioner of Municipal Corporation for the purpose of endeavoring to settle the dispute amicably. If such amicable settlement is not arrived at between the parties, the disputes between the parties shall be subject to exclusive jurisdiction of Courts of Panvel & Thane only. It is made clear that this clause is not an Arbitration Clause and nothing in this clause shall be construed to mean that the Municipal Commissioner will act as an arbitrator.

Special Conditions:

- Hon. Commissioner, PMC reserve the right to reject any or all tenders without assigning any reason whatsoever
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Annexure 1

Details of bidder

1	Name of bidder			
2	Address			
3	Telephone- Office / Mobile	(O)	(M)	
4	Fax			
5	E-Mail			
6	Details of Proprietor/Partners/Directors			
	Name	Address	Qualification & Experience	
	Financial Performance		Turnover	Profit
				Copy of Audited Financial statements attached (Yes/No.)
7	Previous Financial Year (Y-1)			
8	Previous Financial Year (Y-2)			
9	Previous Financial Year (Y-3)			
10	Registration Details			
11	Certification Details			
12	Details of Black List & Litigation (If any)			
13	Remarks			

Details of the Work Unit (Where Applicable)

1	Exact location of management of tailoring facility.
2	Product produced
3	Manufacturing capacity (Product-wise)
4	Details of ISO Certification if obtained. (Copies to be attached.)
5	Actual Production/Sales of quoted items during last two years
6	Brief description of facilities for inspection, testing and quality assurance.

Note: The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed.

Signature of bidder

Annexure 2

Affidavit

(On Rs.100/- Stamp Paper - Notarized)

I/We hereby state that we are aware of the provisions of section 10 (1) 10(f) and 10 (g) of the Maharashtra Municipal Corporation Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Panvel Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of Maharashtra Municipal Corporation Act, 1949

10(1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councillor.

10(f) "Subject to the provisions of sub-section(2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation".

10 (g) "Having been elected a councillor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned".

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrence.

Bidder _____

Address _____

Date the _____ day of _____ 20

Signature of bidder

Witness _____

Address _____

Date the _____ day of _____ 20

Signature of Witness

Annexure 3

Undertaking of bidder

(On a Rs. 100/- Stamp paper - Notarized)

Having examined the Tender document including all the annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, state that the specifications, conditions, etc. of this EOI have been carefully studied and understood by me / us before submitting this EOI . I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the conditions of the Tender and I / We have based my / our commercial bid for the EOI and offer to undertake "Installation, Operation, Maintenance and Management of Dialysis center for providing Dialysis Services on contract basis" in conformity with the said EOI documents.

We agree to abide by this EOI offer till _____ and shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me / us by the notice in wiring duly addressed to the authority opening the EOI Notice. (ii) Security deposit as specified in the time limit laid down in the Detailed EOI Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desired by me / us in writing, unless the same or any part thereof has been forfeited as aforesaid.

Should this EOI be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to PMC the sums of Money mentioned in the said conditions. If our EOI offer is accepted we will deposit the specified amount as security deposit for the due performance of the Contract and during the warranty. I / we undertake to use only the best materials approved by the Municipal Commissioner of P.M.C. or his duly authorized representative, before starting the work and to abide by his decision, Until a formal contract is prepared and executed, this Tender offer, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any offer you may receive.

The information / documents submitted by us are true to our knowledge and if the information / documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Date the day of20

Signature of bidder

Address

Signature of Witness

Address

Signature of bidder

Signature of Authorised Person

Annexure 4

Name of the bidder

Sr. No.	Name & Address of the Institution	Work in Hand	Cost of Work order	Work order / performance certificate attached Yes/ No	Remarks

Work orders of last 5 yrs will only be considered, if not attached, the agency shall be disqualified.

Date :

Place :

Signature of the bidder

Annexure 5
LIST OF TECHNICAL PERSONNEL AVAILABLE WITH THE BIDDER

Name of the bidder:

Sr. No.	Name of Staff	Technical Qualification	Whether Working at the Centers or in the Centers	Working in the Centers	Remarks

(Note : Manpower employed other than the above, shall be mentioned specifically by the tenderer.)

Date :-

Place :-

Signature of the bidder

Annexure 6

Affidavit (on Rs.500/- Stamp Paper)

I ageaddress.....

(Authorised signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm/- authorized signatory and I am submitting the documents in envelope no.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below :-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill)

(Signature of bidder)
(seal of company)
