

KALYAN DOMBIVLI MUNICIPAL CORPORATION

E- Tender No. 01/2026-27



For

**Operation And Management of Vasant valley maternity hospital, near
Mumbai University subcenter, Gandhare, Kalyan West on outsource basis
for the duration of 10 Years.**

HEALTH DEPARTMENT, HEAD OFFICE, AADHARWADI FIRE STATION BLDG., 2nd Floor, NEAR PHADKE MAIDAN, WADEGHAR ROAD, KALYAN WEST DIST- THANE, MAHARASHTRA 421301

Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.

- Tender form Fee : **Rs. 33,630/- (Rs. 28500/- + 18% GST) (Rupees Thirty Three Thousand Six Hundred and Thirty Only.)**
- Earnest money Deposit : **Rs.86,37,900/- (Rupees Eighty Six Lac Thirty Seven Thousand Nine Hundred Only)**
- Security Deposit : **3% of the Tender Cost**
- Blank Tender forms sale dated : **09/06/2026 To 29/06/2026 up to 2.00 pm**
- Tender opening date : **30/06/2026 after 3.00 pm**
- Pre-bid meeting date : **18/06/2025 at 03.00 pm**

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University subcenter, Gandhare, Kalyan West on outsource basis for the
duration of 10 years.**

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BACKGROUND

The Kalyan Dombivli Municipal Corporation (KDMC) formed in October 1983, is surrounded by rapidly developing municipal corporations such as Thane, Bhiwandi, Ulhasnagar and Navi Mumbai. During the last few decades a steady growth in the population of KDMC has been observed due to the availability of job opportunities in Mumbai and its surrounding industrial areas like Thane and Navi Mumbai. Kalyan Junction is an important railway junction for sub-urban central line, Kalyan-Pune(south-East) and Kalyan-Nashik (North-East) bound trains. The KDMC sprawls over an area of 114 sq.kms. It extends up to Ulhas creek in the north and is bounded by Thane Corporation in the south-east. By the virtue of its proximity to Mumbai Kalyan-Dombivli is fast developing as a hub for economic activities like services, trade and commerce and education. Popularly known as the Dormitory Town of Mumbai, the Twin cities of Kalyan and Dombivli as per 2011 census is 15,18,762. A large chunk of middle class working population, affordable housing facilities and decent level of social and physical infrastructure makes Kalyan – Dombivli a very sought after destination in the vicinity of Mumbai. With expansion in population in confluence with development of infrastructure, affordable medical facilities are very important for the citizens of the city.

KDMC as authority had developed 2 hospitals 2 Maternity hospitals and 26 Urban Health Posts to provide affordable healthcare facilities and services for the citizens.

The Kalyan Dombivli Municipal Corporation (KDMC) desires to develop MCH Hospital to provide maternity services and Childcare services at Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West which will be run by outsourced manpower for the duration of 10 Years.

1. Notice Inviting Tender

Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.

Kalyan Dombivli Municipal Corporation (KDMC) hereby invites 'Request for Proposal for Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.' Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested Bidders are requested to download the RFP document published on www.mahatenders.gov.in from 09/06/2026. The last date for bid submission 29/06/2026 by 2:00 PM. The Pre-bid meeting is scheduled on 18/06/2026 at Office of Hon. Add. Commissioner, Second Floor, KDMC Main Building, Shankarrao Chowk, Kalyan West-421301 Maharashtra, India at 03:00 PM. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the payment of RFP Fee. For any type of clarifications, Bidders can visit www.mahatenders.gov.in or contact helpdesk contact no.0120-4001462, 0120-4001 002, 0120-4001005, 0120-6277787, Email : support-eproc@nic.in

Name of Work	Tender Fees (Rs) (Non Refundable)	EMD (Rs)
Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.	Rs. 33,630/- (Rs. 28500/- + 18% GST) (Rupees Thirty Three Thousand Six Hundred and Thirty Only.)	Rs.86,37,900/-(Rupees Eighty Six Lac Thirty Seven Thousand Nine Hundred Only)

Note :-

1) Micro and small scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006 are exempted from paying Tender Form Fees and Earnest Money deposits.

2) Government Boards/Corporation/Undertakings and manufactures/ suppliers registered under Micro,

Small and Medium Enterprises development act 2006 should be exempted from paying Tender Form Fees and Earnest Money deposits. For this, the registered Suppliers have to produce authorization Certificate from manufacturer as Authorized Seller except Maharashtra State Handloom Corporation/Mahasangh.

Commissioner, KDMC reserves the rights to reject any or all applications without assigning any reasons thereof. In this regard his decision will be final and legally binding on all the Bidders.

Date: / /2026

Sign/-
Medical Officer Of Health
Kalyan Dombivli Municipal Corporation
Kalyan.

2. Scope of Work

- 1) The selected agency shall have complete responsibility to carry out complete operation and management of maternity hospital including ICU services for pregnant women and NICU facility with proper coordination and best possible professional skills, 24x7 at the Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West by providing required skilled, specialized manpower as mentioned In table no. 1, 2 & 3 i.e. Doctors, nurses, ward boy, bed attendant, etc.
- 2) Selected agency shall have to conduct daily OPD for Pediatric patients, Obstetrics and Gynaecology patients free of cost.
- 3) Selected agency shall do all Mandatory lab investigations (As mentioned in Annexure 1) of patients came for OPD as well admitted in hospital at CGHS rates for non NABH hospital (Mumbai). The selected agency shall install all the required lab equipment's and required lab consumables at its own cost. KDMC will pay for all Mandatory lab investigations (As mentioned in Annexure 1 at CGHS rates for non NABH hospital (Mumbai) to the agency for conducted lab tests for pregnant patients and other patients eligible for free service. Agency may charge patients not eligible for free service for lab test conducted as per CGHS rates for non NABH hospital (Mumbai).
- 4) Agency will have to display Rates of services provided in hospital and free services available in hospital.
- 5) Agency will provide USG facility in the hospital. The USG machine and radiologist will be made available by the agency. All pregnant females are entitled to get one USG obstetric free during ANC period and the payment (Rs.400/- per USG) for the same will be done by KDMC. Any USG required over and above this limit will be chargeable and agency may collect charges at CGHS rates for non NABH hospital (Mumbai) from the patient. Also, agency may collect charges from patients not eligible for free services.
- 6) Interested parties can visit the location and decide before submitting the tender. Prior permission will be required for visit to hospital. The interested bidders can apply on email address: moh.kdmc@gmail.com and contact to Health Department on Phone: 0251-2204304.
- 7) This proposed hospital is of Total 65 bedded maternity home with 50 beds General ward, 5 beds ICU, 10 beds NICU with operation theatre and labour room facility.
- 8) KDMC has existing setup at Vasant Valley Maternity Hospital as per details given in Annexure II. KDMC will provide medicines and consumables available on rate contract of KDMC. The Agency will be responsible to visit the facility and access the available infrastructure and submit their bids accordingly. The agency will be responsible to make available any other equipment, medicine or consumable at its own cost.
- 9) KDMC will provide medical equipments as per Annexure II for setup of Hospital, rest all medical equipments & medical furniture will be responsibility of the Agency. The Agency will be responsible to setup ICU & NICU as per IPHS norms.
- 10) Electricity Bill and Water bill will be paid by Agency.
- 11) The tentative manpower required per day for 65 bedded hospital is as below:

Tentative manpower requirement for Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West

Table No. 1 (Required manpower for General ward)

Sr. No.	H.R. Type	Required No. Of Posts	Sr. No.	H.R. Type	Required No. Of Posts
1	Senior Gynaecologist	01	10	Clerk Cum Typist	04
2	Gynaecologist	03	11	Lab Technician	03
3	Paediatrician	03	12	Wardboy	05
4	Anaesthetist	03	13	Aaya	06
5	Medical Officer(RMO)	04	14	Stretcher Bearer Boy	08
6	Metron (for 24 hrs)	01	15	Safai Kamgar	08
7	Sister Incharge	03	16	Security Guard	08
8	Staff Nurse	27	17	General Surgeon	01
9	Pharmacist	03		Total	91

Tentative manpower requirement for 10 Bedded NICU centre.

Table No. 2

Sr. No.	H.R. Type	Manpower requirement
1	Neonatologist (on Call)	01
2	Paediatrician (RMO)	04
3	Staff Nurse	14
4	Wardboy	04
5	Aaya/Maushi	06
	Total	29

Tentative manpower requirement for 5 Bedded ICU centre.

Table No. 3

Sr.No.	H.R. Type	Manpower requirement
1	Physician	01
2	Intensivist	04
3	Staff Nurse	10
4	Physiotherapist	01
5	Nutritionist	01
6	Data Entry Operator	01
7	AayaMavshi	04
8	Sweeper/Wardboy	04
9	Dialysis Technician	01
	Total	27

- 12) Any Extra Manpower if required shall be provided by Service provider without any extra cost to KDMC
- 13) Working in rotation system in shift duties is allowed.
- 14) Tentative Requirement of HR for maternity home is shown in above table No 1, 2 & 3. However, actual requirement of these professionals/staff must be assessed by the service providers and shall be deployed by them to holistically and professionally as per IPHS norms to manage the facility. Even if the requirement is somewhat more than what is indicated above, the same will be deployed and managed by the service provider without any extra cost to KDMC. For high risk pregnancies 2 Gynecologists' must be present during surgery out of which one must be MD/MS with at least 5 years' experience.
- 15) KDMC will provide the infrastructure setup of maternity home Beds with/without Oxygen facility, machinery, medicines / pharmacy, logistics, required for operation & management of the units as specified in annexure 2.
- 16) Bidder has to deploy necessary manpower (like Consultant Specialist, RMO Doctors, nurses, ward boys / Bed attendants, technicians etc. as per actual requirement) so as to operate and manage the Hospital seamlessly and professionally for taking optimum care of the patients and accordingly bidder shall quote their offer in Rupees per bed per day. It is the responsibility of the Agency to appoint staff as specified in this tender document in respect to the number in comparison with bed occupancy and qualification.

- 17) Selected Agency shall install Biometric attendance software for all staff and staff payment shall be linked with biometric attendance. Biometric attendance will be verified through nodal officer appointed by KDMC and submitted along with monthly bills.
- 18) Selected agency shall provide food (breakfast, lunch and dinner) to admitted patients free of cost. The agency may quote per bed per day rates considering food charges.
- 19) **Ambulance service**:-Agency will be responsible to provide ambulance service in case of transfer of patient to higher Centre from Vasant Valley Maternity Hospital. Agency will get charges according to RTO rate list for ambulances as per actual.
- 20) **MJPJAY/PMJAY related work**: Agency will be responsible to register patients with complete and necessary documents and settle all claims related to MJPJAY and PMJAY. The agency will be entitled to get service charge at 2.47% against all sanctioned claims in respective scheme. Agency shall ensure that all eligible patients get benefit from MJPJAY/PMJAY scheme.
- 21) The maternity hospital must be attached with blood bank. The selected agency will need to do the necessary arrangement.
- 22) Agency will be responsible for minor maintenance and KDMC will be responsible for major type of maintenance. (For eg. Minor maintenance – changing broken floor tiles, painting wall which is looking shabby, changing door handles, toilet sinks, etc. each costing up to Rs.5000/-)

Details of Bed in Facility Centers

Table No.4

Sr. No	Name of Facility	Type of Bed	No. of Beds
1	Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West.	General beds	50
2		ICU	5
3		NICU	10

The minimum qualification of manpower to be appointed by service provider for maternity hospital shall be as follows

Table No. 5

Sr. No	Designations	Qualification
1	Senior Gynecologist	Gynecologist must be MD/MS with at least 5 years experience.
2	Gynecologist	MBBS, MD/MS/DNB/DIPLOMA IN OBS & GYN, Senior Gynecologist must be MD/MS with at least 5 years experience.
3	Senior Pediatrician (Neonatologist)	MD Pediatrics +5 years' experience in Neonatology
4	Paediatrician	MBBS, MD/DNB/DIPLOMA IN PAEDIATRICS
5	RMO for NICU	MBBS with PG Degree/ Diploma in Pediatrics
6	Anaesthetist	MBBS, MD/DNB/DIPLOMA IN ANAESTHESIA
7	Physician	MBBS, MD/DNB/DIPLOMA IN General Medicine
8	General Surgeon	MBBS, MS/DNB/DIPLOMA IN General Surgery
9	Intensivist	MBBS, MD/DNB/DIPLOMA IN General Medicine/Respiratory Medicine/Emergency Medicine OR Experience of Working in Reputed ICU for at least 2 Years.
10	Medical Officer	MBBS Or BAMS with post graduate degree or diploma in Obstetrics and Gynaecology

11	Metron	B.Sc. NURSING/GNM WITH 10 YEARS EXPERIENCE
12	Sister Incharge	B.Sc. NURSING/GNM WITH 5 YEARS EXPERIENCE
13	Staff Nurse	B.Sc. NURSING/GNM
14	Lab Technician	B.Sc. WITH DMLT
15	Pharmacist	B.PHARM/D.PHARM
16	Clerk Cum Typist	GRADUATE WITH COMPUTER KNOWLEDGE
17	Wardboy	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
18	Aaya	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
19	Stretcher Boy Bearer	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
20	Safai Kamgar	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
21	Security Guard	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE

3. PARTIAL CHANGE OF SCOPE

- 3.1 KDMC may, notwithstanding anything to the contrary contained in this Agreement, either require the provision of additional services, which is not included in the Scope of the Services mentioned in this tender or decide to partially remove any service from the Scope of Project ("Change of Scope").
- 3.2 In the event of KDMC determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the services contemplated there under (the "Change of Scope Notice").
- 3.3 In case a Change of Scope Notice is issued by KDMC, KDMC shall communicate to the Service Provider.
- 3.4 The Parties shall agree to the payable fee based on negotiation.

4. TWO BID SYSTEM

(Tender Process is online two bids E-Tendering System)

General Instructions and Documents to be submitted by the Interested Bidder

Kalyan Dombivli Municipal Corporation (KDMC) invites E Tender for selection of Agency for Operation and Management of Vasant Valley maternity hospital, near Mumbai University sub-center, Gandhare, Kalyan West of Kalyan Dombivli Municipal Corporation.

- 1) The aim of the E tender is to identify potential bidder with capacity to operate and manage the facility as above along with required clinical and non- clinical staff for Complete Management of Vasant Valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on out-sourced basis, for a period of 10 years.
- 2) Potential bidder shall submit their Tender along with requisite documents and financial bid online on <http://mahatenders.gov.in> portal between period 09/06/2026 up to 29/06/2026 before 2.00 pm. Bid received after the said date and time will not be entertained.
- 3) The E-Tender shall be downloaded from <http://mahatenders.gov.in> available in PDF format, filled up completely without any mistake or over writing, stamped, signed, scanned and uploaded on the same page.
- 4) Pre Bid Meeting will be held on 18/06/2026 at 03.00 pm in office of Hon. Add. Commissioner, Kalyan Dombivli Municipal Corporation, Kalyan.

4.1. E Tender shall contain the following documents

4.1.1. Technical Envelope (Envelope I)

Minimum Eligibility Criteria

The minimum pre-qualification criteria for a Bidder to qualify for technical proposal evaluation are listed below:

Table No.4

Sr. No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	Bidder must be company registered under companies act, 1956 or any of its amendments thereafter or partnership registered under Indian partnership act 1932 or any of its amendments thereafter or limited liability partnership (LLP) registered under the limited liability partnership act, 2008 or any of its amendments thereafter or registered private hospital or health care institute or NGO/Trust	1. Copy of certificate of incorporation /registration certificate with relevant authority 2. PAN Card 3. GST registration certificate if applicable
2	Existence of the firm	The Bidder should be in business and operating for atleast last Three (03) years as on date of bid submission	Relevant proof to be submitted
3	EPF	The Bidder must be registered with the employees provident fund Organization	EPF registration Certificate
4	ESIC	The Bidder must be registered with the ESIC	ESIC registration Certificate
5	Work Experience	The Bidder must have experience of running Government or Corporation hospital with minimum 65 beds With having <u>minimum manpower</u> as per Table No. 1, 2 & 3 mentioned in this tender for at least 3 years in last 10 years OR NABH accredited Private Hospital with min. 65 beds With having <u>minimum manpower</u> as per Table No. 1, 2 & 3 mentioned in this tender for at least any 3 years in last 10 years OR Trust Hospital with min. 65 beds With having <u>minimum manpower</u> as per Table No. 1, 2 & 3 mentioned in this tender for at least any 3 years in last 10 years. The hospital must have ICU and NICU facility.	In support of the claim, the bidder shall submit experience certificate signed by MOH/CS or equivalent Government Authority. Or certificate of experience issued by CEO/Management of private Hospital. In case of private hospitals Bidder shall submit registration certificate issued by Competent Authority (MOH/Civil Surgeon/DHO) and NABH Accreditation/ Certification (Any level)
6	Work Experience	The bidder must submit experience certificate mentioning atleast one work of 80% of annual tender cost or two works each of 50% of annual tender cost (Average Annual tender cost is 8.6 Cr.) Total estimated cost for Ten (10) years is 86 Cr.	In support of the claim, the bidder shall submit experience certificate signed by MOH/CS or equivalent Government Authority. Or certificate of experience issued by CEO/Management of private Hospital.
7	Annual turnover per year	Annual Turnover-The Bidder shall have an Average annual turnover of not less than Rs. 4.3 Crore (Four Crore Thirty Lakhs) per year in the last 03 (Three) financial years (i.e. 2022-23, 2023-24 & 2024-25).	Turnover certificate duly certified by the statutory auditor or by a chartered accountant. Provisional annual turnover certificate for year 2024-25 will be accepted.

8	Net Worth	The net worth of the bidder firm should not be negative on relevant date.	Net Worth certificate duly signed by the statutory auditor or by a chartered accountant.
9	Blacklisting and pending petitions	Bidder shall not have been debarred/blacklisted till bidding period by Central Government/State Government/Public sector undertaking/ any other local body or body established under or in the control of the Central or State government on the date of submission of their bid. The bidder shall inform KDMC of any such pending suits/enquiry/investigation against the Bidder in any court of law, legal authority, para legal authority which may hamper the execution of works under this RFP.	Undertaking to be submitted on a non-judicial stamp paper as per Annexure VI Undertaking

4.2 Technical Bid Evaluation (Segregated Type)

- a. The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- b. Bidders fulfilling qualifying criteria will be considered for financial bid & same will be opened for those bidders only.

- 2.1 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.
- 2.2 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the technically qualified bidders, the time/venue for the financial bid opening in written communication.

1. Financial Bid

- a. Total per day charges for Hospital after calculation of bed number and rates quoted by agency will be derived and per day rate will be used to decide L 1 bidder. Contract shall be awarded to the bidder quoting Lowest rate.

Along with documents mentioned in above table bidder needs to submit in Envelope I -

- i. Bidder need to submit receipt of payment of EMD and Tender Fee.

1.1.1. E.M.D. (Earnest Money Deposit) and Tender document fees:-

EMD shall be paid online. Every bidder (tenderer) will have to deposit an amount of Rs.86,37,900/-(Rupees Eighty Six Lac Thirty Seven Thousand Nine Hundred Only)
No interest shall be paid on deposit.

Note :-

- 1) Micro and small scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006 are exempted from paying Tender Form Fees and Earnest Money deposits.
- 2) Government Boards/Corporation/Undertakings and manufactures/ suppliers registered under Micro, Small and Medium Enterprises development act 2006 should be exempted from paying Tender Form Fees and Earnest Money deposits. For this, the registered Suppliers have to produce authorization Certificate from manufacturer as Authorized Seller except Maharashtra State Handloom Corporation/Mahasangh.

E.M.D can be forfeited in following conditions :-

- if tenderer withdraws his/her bid or making any changes in proposal after last date of submission
- if tenderer does not sign the agreement.
- After acceptance of bid, if tenderer fails to deposit security deposit amount to corporation.
- If any other condition mentioned in tender document does not fulfilled by tenderer before signing agreement.

1.2. COMMERCIAL PART

This envelope (quote) will be opened for scrutiny only when documents as mentioned above in Envelope I are found acceptable and as per tender specification and requirements. In case technical offer in Envelope I is found not acceptable or found incomplete and/or not satisfactory, according to tender specification and requirements, the envelop II will not be opened and the offer will be kept out of consideration.

Commercial part should contain Rates for quoted Items.

The rates quoted in E tender format will be considered as inclusive of all taxes and duties except GST.

Sr. No	Name of Facility	Type of Bed	No. of Beds	Rate Quoted In Rupees per bed per day (inclusive of all taxes and duties except GST)	Total Per Day Rate(inclusive of all taxes and duties except GST)(d X e)
a	B	C	d	e	F
1	Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West	General Ward	50		
2		ICU	5		
3		NICU	10		
		Total	65		

Note:

- The amount shall be mentioned in Numbers and words. In case of error the amount mentioned in words will be considered.
- The rate quoted shall be inclusive of all taxes and duties except GST.
- The statutory taxes will be deducted by KDMC while releasing the bill as per the policy.
- Total per day charges for Hospital after calculation of bed number and rates quoted by agency will be derived and per day rate will be used to decide L 1 bidder.
- Bidder shall quote their rates for all 3 wards assuming 100% occupancy of beds.

2. GENERAL TERMS AND CONDITIONS

Detailed Technical Proposal and Implementation Plan

- KDMC will provide the infrastructure setup as on date of hospital for operation & management of the Maternity home as per details in Annexure 2. The bidder may visit the facility, identify gaps and plan accordingly.
- It will be the sole responsibility of the service provider to take utmost and diligent care of all patients admitted in the hospital to the optimum level.
- Bidder has to deploy necessary manpower (like Consultant Specialist, RMO Doctors, nurses, ward boys / Bed attendants, technicians etc. as per actual requirement) so as to operate and manage the

unit seamlessly and professionally for taking optimum care of the patients and accordingly bidder shall quote their offer in Rupees per bed per day.

- ❖ Tentative Requirement of HR for maternity home is shown in Point no.4 (table No 1, 2 & 3), However, actual requirement of these professionals/staff must be assessed by the service providers and shall be deployed by them to holistically and professionally manage the facility. Even if the requirement is somewhat more than what is indicated above, the same will be deployed and managed by the service provider without any extra cost to KDMC.
- ❖ All Qualified Bidders will have to give presentation to the appointed members of the **Bid Evaluation Committee** under the chairmanship of Additional Municipal Commissioner - 1 with Deputy Municipal Commissioner (Health), Medical Officer of Health (MOH), CAFO, MCA as a member, on the prescribed date and time as informed with one day notice.
- ❖ This E Tender does not entail any commitment on the part of KDMC and does not constitute as solicitation. KDMC reserves the right to change, alter or cancel this tender without assigning any reasons, to accept or reject any or all tenders without incurring any obligation to inform the affected Applicant/s of the grounds. Any costs associated with the submission of the tender will have to be borne by the Applicant and any such associated costs will not be reimbursed by KDMC.

3. DISPUTE RESOLUTION

3.1. Dispute resolution

- 3.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 6.2.
- 3.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 3.1.3. In case of dispute, decision of Hon. Commissioner KDMC will be considered final.

3.2. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the designated official of KDMC to mediate and assist the Parties in arriving at an amicable settlement thereof.

Failing mediation by KDMC, either Party may require such Dispute to be referred to the Commissioner or any designated official of KDMC and the Commissioner or any designated official of the board of directors or any equivalent official of the Service Provider for amicable settlement, and upon such reference, the said persons shall meet no later than 7 days from the date of reference to discuss and attempt to amicably resolve the Dispute.

4. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Marathi and in English language

5. TERM OF AGREEMENT

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits and Good Industry Practice, KDMC hereby grants to the Service Provider, and the Service Provider hereby accepts the exclusive right, license and authority to undertake the Project in KDMC during the subsistence of this Agreement for a period of 10 years, unless a nearly termination occurs in accordance with this Agreement. The Agreement period shall be commencing from the Appointed Date (the "Term").

6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

6.1. Obligations of the Service Provider

- 6.1.1. Subject to and on the terms and conditions of this Agreement and after the Appointed Date, the Service Provider shall at its cost and expense undertake the Project and provide Maternity Hospital Management Services at the Sites and observe, fulfill, comply with and perform all its obligations set out in this tender or arising hereunder.
- 6.1.2. The Service Provider shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 6.1.3. The Service Provider shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 6.1.4. The Service Provider shall provide healthcare services as set out in Scope of Work make reasonable efforts to maintain harmony and good industrial relations among the Personnel employed by it in connection with the performance of its obligations under this Agreement;
 - a) Ensure and procure that its Personnel comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under this Agreement;
 - b) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement.
 - c) support, cooperate with and facilitate KDMC in the implementation and operation of the Maternity Hospital Management Services in accordance with the provisions of this Agreement;
 - d) Transfer the Project and Assets including Support Centre(s) to KDMC or its nominated agency on Transfer Date or Termination Date, in accordance with the provisions thereof.
 - e) Deploy adequate manpower for the purpose of operating and Management Services at hospital, in accordance with the terms of this Agreement.
 - f) It will be sole responsibility of Service provider to avoid medical negligence while patient receives treatment in the hospital as well as during transport to higher centre and if any complaint arises the Service provider will resolve it and will be responsible.
 - g) It will be sole responsibility of Service provider to follow minimum wages act and all necessary payments to its employees like EPF, ESIC, HRA, etc. shall be paid timely.
 - h) It will be the responsibility of Service Provider to provide ambulance service in case of patient referral to higher centre. Service Provider will be responsible to

- take care of the patient, till patient reaches the higher centre.
- i) Service Provider shall install medical equipments which are not provided by KDMC but required for functioning of the hospital to provide all services mentioned in this tender. Service Provider must ensure that the equipments are of good quality and standard specifications for proper functioning of the hospital.
 - j) Service Provider will be responsible for AMC/CMC of all medical equipments provided by KDMC as well as purchased and installed in the hospital by Service Provider.
 - k) Service Provider shall install Hospital Management Software like e-Sushrut in the hospital and provide login for monitoring to MOH.

6.2. Labour and Other Statutory Compliance

- 9.2.3 Each Service Provider shall in respect of employees/workers employed by it either directly or through any of its sub-contractors for execution of the works, comply with all Applicable Laws for such employment, including but not limited to, Contract Labour Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948,
- 9.2.4 Employees' Compensation Act, 1923. The Service Provider shall provide and maintain all necessary accommodation and welfare facilities etc. for its respective Personnel and workers/employees of its sub-contractors in accordance with the Applicable Laws.

6.3. Employment of Trained Personnel

The Service Provider shall ensure that the Personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for the irrespective functions. The minimum standards for persons employed in various positions, including the minimum training qualification shall be as set forth in **Scope of Work**.

7. OBLIGATIONS OF KDMC

- 10.1 KDMC shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 10.2 KDMC agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- 10.3 Upon written request from the Service Provider, and subject to the Service Provider complying with Applicable Laws, provide all reasonable support and assistance to the Service Provider in procuring Applicable Permits required from any Government Instrumentality, if required.
- 10.4 Not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement
- 10.5 Ensure timely payments of the fees to the Service Provider in accordance with the provisions of this Agreement.
- 10.6 Support, cooperate and provide infrastructure as mentioned in Annexure II, KDMC will provide medicines and consumables available on rate contract of KDMC.
- 10.7 Shall provide appropriate assistance and issuance of office orders for implementation of the project;

11 REPRESENTATIONS AND WARRANTIES

11.2 Representations and Warranties of the Service Provider

- 11.2.1 It is duly organized and validly existing under the laws of India, and has full Power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 11.2.2 it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 11.2.3 It has the financial and technical standing and capacity to undertake the Maternity hospital management Services and discharge obligations hereunder, in accordance with the terms of this Agreement.
- 11.2.4 This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.
- 11.2.5 it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- 11.2.6 the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- 11.2.7 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 11.2.8 there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 11.2.9 it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 11.2.10 it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- 11.2.11 All its rights, title and interests in the Project shall pass to and vest in KDMC on the Transfer Date or Termination Date, as the case may be, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of KDMC, and that no part of the Project shall be subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

- 11.2.12 On termination date every infrastructure which will be in use to run hospital at that time will be transferred to the KDMC;
- 11.2.13 Service Provider should not avail any type of loan by mortgaging any movable or immovable property of KDMC which is made available at the hospital;
- 11.2.14 no representation or warranty by it contained herein or in any other document furnished by it to KDMC or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty;
- 11.2.15 no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of KDMC in connection therewith
- 11.2.16 it shall be solely and fully responsible for the acts, defaults, omissions and neglects of the Personnel including any sub-contractors deputed for undertaking, performing and executing the Services; and
- 11.2.17 it shall be solely and fully responsible for all payments, salaries, costs, expense and liabilities of its employees, vendors, sub-contractors and any other personnel engaged by it for the purposes of providing the Services.

11.3 Representations and Warranties of KDMC

KDMC represents and warrants to the Service Provider that:

- It has full power and authority to execute, deliver and perform its obligations under this Agreement including the power and authority to provide the Site on license to the Service Provider and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement; it has the financial standing and capacity to perform its obligations under the Agreement;
- this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on KDMC's ability to perform its obligations under this Agreement;

12 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

13 Security Deposit

13.1 The Service Provider shall, Deposit the Security Deposit amount equivalent to 3% of tender cost to KDMC no later than 15 days from the date of this Agreement, by

a) Demand Draft drawn on name of Commissioner, Kalyan Dombivli Municipal Corporation from nationalized bank

Or

b) An irrevocable and unconditional guarantee from a Nationalized Bank

13.2 Security Deposit can be forfeited in following conditions

- 1) To recover penalty
- 2) Any violation of terms and conditions of agreement

13.3 Security Deposit will be returned to Agency after 6 months of successful completion of contract (i.e. 10 Years).

TESTING AND COMPLETION

14.1 Completion Tests

The Service Provider shall provide self test of equipments provided by KDMC and completion report to its satisfaction using its doctors.

All Tests shall be conducted in accordance with existing laws and good practices.

14.2 Excuse from performance of obligations

The Service Provider shall not be considered in breach of its obligations under this Agreement if the Maternity Hospital Services are not available for use on account of any of the following for the duration thereof:

- i) an event of Force Majeure; and
- ii) Compliance with a request from KDMC or the directions of any Govt Instrumentality.

15. Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Service Provider shall provide Maternity Hospital Management Services such that it achieves or exceeds the performance indicators specified below. If its observed that the agency's performance is not satisfactory penalty will be imposed on the agency.

Sr.N o.	Indicators	Parameters	Standard values/Benchmark
1	Maternal Mortality	Incidence of :	
		Maternal mortality: death of a registered pregnant female with regular ANC checkup visits during or within 42 days after delivery due to medical negligence.	There should not be single maternal mortality due to medical negligence.
2	Neo-natal Death	Death of new born baby till 28 th day of life.	There should not be single neo-natal death due to medical negligence.

3	Still Births	Number of fetal deaths at 28 weeks or more of gestation per 1000 total births.	5 per 1000 total births.
4	Percentage of LSCS	Percentage of LSCS against total deliveries conducted in hospital.	Percentage of LSCS should not be more than 30%. (Every effort should be made to provide caesarean section women in need rather than striving to achieve a specific rate)

Penalty:

Agency will be penalized in following conditions

1. Theft or loss to property of KDMC
2. Performance indicators not up to the mark :- this indicates unsatisfactory Services
 - 1stInstance:-Warning
 - 2ndInstance:-10% deduction in total monthly bill.
 - 3rdInstance:-20% deduction in total monthly bill.
 - 4thInstance:-Termination of Contract.

16. SECURITY AND SAFETY REQUIREMENTS

Security Requirements

- The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the Equipments provided by KDMC. In particular, the Service Provider shall develop, implement and administer a surveillance and security programme for maintenance and use of the Equipment, and shall comply with the security requirements (the "Security Requirements"). The Security Requirements shall be in compliance with the Standards and Specifications set out in this Agreement and Good Industry Practice.

Safety Requirements

- The Service Provider shall in performing its obligations under this Agreement comply with and procure that its personnel comply with all Applicable Laws, Applicable Permits, requirements of KDMC and the Medical Authority relating to occupational health, safety and the environment ("Safety Requirements").
- The Service Provider shall adhere to standard safety procedures and standard emergency operating procedures to be adhered to as Good Industry Practice.

Updated Security and Safety Features

The Service Provider shall maintain the latest industry practice relating to encryption standards, authentication standards, network security, data security, virus protection and back and restore functions to enable data security and uninterrupted services.

17. MONITORING OF HOSPITAL SERVICES

Periodic status report

- The Service Provider shall during the Term of this Agreement, furnish to

KDMC a report, no later than 7 (seven) days or provided online after the close of each month or as and when requested by KDMC, as per requirement of Health Department, KDMC.

The report specified shall state in reason able detail the compliance of the Project with all the Key Performance Indicators specified in this Agreement along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Project. KDMC may request new reports from time to time for effective monitoring of the Agreement.

- The Service provider shall install a Hospital Management Software for monitoring of patients and provide log in access to Health Department, KDMC

18. INDEMNITY

The Service Provider will indemnify, defend, save and hold harmless KDMC and its officers, servants, agents, Authority instrumentalities and Authority owned and/or controlled entities/enterprises, including KDMC ("the Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related agreement or on account of any Defect in the provision of services by the Service Provider, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Indemnified Persons.

19. PAYMENT TERMS

Service Charges

For undertaking the Project, in compliance with the terms of this Agreement, the Service Provider shall, subject to and in accordance with terms hereof, be paid on Monthly basis total amount calculated from per bed per day rate for providing Maternity Hospital Management Services to the patients, from the Commencement of Operation as set forth Below

a) KDMC shall pay per bed per day payment on basis of actual bed occupancy. The bidder needs to keep staff proportionate to actual bed occupied. Payment will be deducted if bidder fails to keep minimum staff required for proportionate occupied beds of General ward, NICU and ICU.

MOH will certify that staff present in hospital is proportionate to number of beds occupied.

b) Lab investigation and USG charges will be paid by KDMC as per actual for tests as mentioned in tender document. (Scope of Work point no. 3 and 5)

Manner of payment

Without prejudice, the Service Provider shall submit an invoice in hard copy to KDMC for the payment of the Service Fee for the previous month.

Sr.No	Date (DD-MM-YYYY)	No of Patients admitted	Price Quoted per bed	Total Cost	Remarks
1					
2					

- The above format and invoice to be provided with the line list of per day admitted patients every month. Performance report duly signed by Medical officer of Health need to attach with bills.
- Selected agency shall do all Mandatory lab investigations (As mentioned in Annexure 1) of patients came for OPD as well admitted in hospital at CGHS rates (for non NABH hospital rates). The selected agency shall install all the required lab equipment's and required lab consumables at its own cost. KDMC will pay for all Mandatory lab investigations (As mentioned in Annexure 1) at CGHS rates for non NABH hospital (Mumbai) to the agency for conducted lab tests for pregnant patients and other patients eligible for free service. Agency may charge patients not eligible for free service for lab test conducted as per CGHS rates for non NABH hospital (Mumbai).
- 1 USG during ANC period will be free of cost for patient KDMC will do payment for the USG at Rs.400/- per USG.
- KDMC shall pay invoice value for the bed charges and investigation charges as mentioned in scope of work, after deducting statutory taxes to the Service Provider not later than 30 (thirty) days of receiving the invoice from the Service Provider.
- Agency will be responsible to register patients with complete and necessary documents and settle all claims related to MJPJAY and PMJAY. The agency will be entitled to get service charge at 2.47% against all sanctioned claims in respective scheme. All patients eligible to get benefit under MJPJAY/PMJAY scheme shall be registered with the respective scheme. Per day per bed payment for such patients will be released only after the Agency submit claim to respective scheme within time period for that particular patient. All claim amount will be credited in KDMC account against expenses incurred for outsourcing of services.
- Agency will be responsible to provide ambulance service in case of transfer of patient to higher Centre from Vasant Valley Maternity Hospital. Agency will get charges according to RTO rate list for ambulances as per actual.

Rate Revision :

- There will be revision in rates of per day per bed service charge on Fourth (4th) and Seventh (7th) year of contract period. The rate will be increased by 5% on base rate at 4th year and again increased by 5% on revised rate at 7th year.
- If the CGHS rates for non NABH Hospital (Mumbai) gets revised, the same will be applicable for Lab investigations done by service provider in this hospital.

Payments by Authority

- KDMC shall pay per bed per day payment on basis of actual bed occupancy.
- KDMC shall make payments of the invoices due and payable in terms of this tender, within the periods stipulated 30 days.

Authority right to set off

KDMC shall have the right to set off any amounts due and payable by the Service Provider on account of damages or penalty or otherwise to KDMC.

20 FORCE MAJEURE

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Non Natural Event, Natural events and Political Event, as defined below if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this

Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and(iii) has Material Adverse Effect on the Affected Party.

Natural Event

A Natural Event shall mean one or more of the following acts or events:

- Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation)
- Strikes or boycotts or arson or theft (other than those involving the Service Provider or their respective Personnel/representatives, or attributable to any act or omission of any of them) interrupting the Maternity Hospital Management Services for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Natural Event set forth
- Any judgment or order of any court of competent jurisdiction or Statutory Authority made against the Service Provider in any proceedings for reasons other than
 - (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or
 - (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or
 - (iii) enforcement of this Agreement, or
 - (iv) exercise of any of its rights under this Agreement by KDMC;
- Any failure unforeseeable by the Service Provider on account of unavoidable breach of cyber security; and
- Any event or circumstances of a nature analogous to any of the foregoing.

Non Natural Event

A Non Natural Event shall mean one or more of the following acts or events:

- An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- Industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7(seven) days in an Accounting Year;
- Any failure or delay of a Service Provider to the extent caused by any Non Natural Event and which does not result in any off setting compensation being payable to the Service Provider by or on behalf of such Service Provider;
- Non Natural Event that causes a Non-Political Event; or
- Any event or circumstances of a nature analogous to any of the foregoing.

Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- Compulsory acquisition in national interest or expropriation of rights of the Service Provider;
- Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Service Provider to perform its obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- Any failure or delay on part of Service Provider but only to the extent caused by another Political Event and which does not result in any off setting compensation being payable to the Service Provider by or on behalf of such Service Provider; or
- Any event or circumstance of a nature analogous to any of the foregoing.

Duty to report Force Majeure Event

- Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant here to shall include full particulars of:
- Nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Tender Clauses with evidence in support thereof;
- The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- Any other information relevant to the Affected Party's claim.
- The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

Effect of Force Majeure Event on the Agreement

- Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the Conditions Precedent period as set forth in this tender shall be extended by a period equal in length to the duration of the Force Majeure Event.
- At any time after the Commencement of Operation, if any Force Majeure Event occurs whereupon the Service Provider is unable to provide Hospital Management Services during the period for which Force Majeure exists, no shall be paid by KDMC

to the Service Provider for the days on which the Maternity Hospital Management Services are not made available by the Service Provider and appropriate deductions shall be made by KDMC at the time of settling the amounts due towards the services. However, the

Service Provider shall not be liable to pay any Damages to KDMC in case it is unable to

provide the Maternity Hospital Management Services on account of any Force Majeure Event. In such case the Term of the Agreement shall be extended by a period equal in length to the duration of the Force Majeure Event.

Allocation of costs arising out of Force Majeure

- Upon occurrence of any Force Majeure Event prior to the Completion Date and during the Term, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- Save and except as expressly provided in this Tender, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for more than a continuous period of 60 days or for a total/cumulative time period of more than 120 days during the contract period, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Tender, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 days' time to make a representation, and may after the expiry of such 15 days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

Termination Payment for Force Majeure Event

If Termination is on account of any of the Force Majeure Events, KDMC shall return the security deposit to the Service Provider. The Service Provider shall be entitled to payment under termination clauses

Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

the suspension of performance shall be of no greater scope and of no longer

duration than is reasonably required by the Force Majeure Event; the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

21. TERMINATION

As it is a Maternity related service, Service Provider has to give minimum 180 days notice to terminate the contract. Any Party can terminate the Agreement with 180days Notice. Contract can be terminated if service provider fails to achieve standard or benchmarks specified for key performance indicators.

Termination for Service Provider Default

Save as otherwise provided in this Agreement, in the event that any of the defaults shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 days, the Service Provider shall be deemed to be in default of this Agreement (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Agreement by KDMC or due to Force Majeure.

Termination for Authority Default

In the event that any of the defaults specified below shall have occurred, and KDMC fails to cure such default within a Cure Period of 30 days or such longer period as has been expressly provided in this Agreement, KDMC shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Service Provider or due to Force Majeure. The defaults referred to herein shall include;

- KDMC fails to fulfill its obligation with respect to providing the access and possession to the Sites and such default has a Material Adverse Effect on the Service Provider; or
- KDMC has failed to make any payment of Consultation Fees & reimbursement, if any to the Service Provider within the period specified in this Agreement; or
- KDMC repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.
- Without prejudice to any other right or remedy which the Service Provider may have under this Agreement, upon occurrence of an Authority Default, the Service Provider shall, be entitled to terminate this Agreement by issuing a Termination Notice to KDMC; provided that before issuing the Termination Notice, the Service Provider shall by a notice inform KDMC of its intention to issue the Termination Notice and grant 180 days to KDMC to make a representation, and may after the expiry of such 180 days, whether or not it is in receipt of such representation, issue the Termination Notice.
- In any case of Termination, the Service Provider will be paid for the bills due.

Termination Payment

- Upon Termination on account of a Service Provider Default during the Term, KDMC shall be entitled to terminate this Agreement and encash the Security Deposit and the Service Provider shall be liable to forfeit the Security Deposit to KDMC. In such event, the Service Provider shall only be entitled the payments against Consultation Fee and Quarterly Fees on proportionate basis due for services till the date of termination. KDMC shall not make any other payment.
- Upon Termination on account of Authority Default, KDMC shall return the Security Deposit to the Service Provider and shall pay balance bills if any.
- In case of termination before completion of 10 years from issuing of workorder, the agency may withdraw all equipments installed by them and return the hospital premises in a same condition as it was handed to the agency. After completion of 5 years if termination happens any time due to any reason, service provider shall handover all infrastructures to KDMC.

Other rights and obligations of KDMC

Upon Termination for any reason whatsoever, KDMC shall:

- be deemed to have taken the unencumbered possession and control of the Project forthwith;
- been titled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the Site
- require the Service Provider to comply with the Transfer Requirements set forth in Clause Transfer.

Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Service Provider's obligations towards Transfer Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

22. DISCLAIMER

The Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has, after a complete and careful examination, made an independent evaluation of the RFP, Scope of the Project, Specifications and Standards, Key Performance Indicators, Site conditions, local conditions, and all information provided by KDMC or obtained procured or gathered otherwise, and has

determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. KDMC makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by It and the Service Provider confirms that it shall have no claim whatsoever against KDMC in this regard.

The Service Provider acknowledges and here by accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in this tender and hereby acknowledges and

agrees that KDMC shall not be liable for the same in any manner whatsoever to the Service Provider or any person claiming through or under any of them.

The Parties agree that any mistake or error in or relating to any of the matters set forth shall not vitiate this Agreement, or render it voidable.

In the event that either Party becomes aware of any mistake or error relating to any of the matters set in this tender, that Party shall immediately notify the other Party, specifying the mistake or error; provided and remedies to be taken care collectively.

Professional excellence: -

It is the sole responsibility of service provider to operate and manage the units holistically in best possible medical practice and diligently. Entire responsibility of providing optimum level of quality medical service to the patients lies with the service providers. It is expected that all the professionals shall provide their services of highest professional excellence. The professional shall have highest integrity and ethics towards their profession. If any professional is found guilty on this account, he/she shall be removed from the service at Facility Centers permanently and another professional shall be substituted in his / her place within 24 hours on intimation of In- charge of the Facility Centre.

Date:- / /2026

SD/-
I/C Medical Officer of Health
Kalyan Dombivli Municipal Corporation

Subject : Operation And Management of Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.

Sr. No	Name of Facility	Type of Bed	No. of Beds	Rate Quoted In Rupees per bed per day (inclusive of all taxes and duties except GST)	Total Per Day Rate (inclusive of all taxes and duties except GST)(d X e)
a	B	C	d	e	f
1	Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West	General beds	50		
2		ICU	5		
3		NICU	10		
		Total	65		

Note:

- 1) The bidders shall quote per bed per day rate in INR in column E inclusive of Service Charge and all taxes except GST. (As this is a hospital service GST exempted as per Sr. No. 8 of twelfth schedule- Article 283W)
- 2) Bidder has to deploy necessary manpower (like Consultant Specialist, RMO Doctors, nurses, ward boys / Bed attendants, technicians etc.) so as to operate and manage the Hospital seamlessly and professionally for taking optimum care of the patients and accordingly bidder shall quote their offer in Rupees per bed per day.
- 3) The amount shall be mentioned in Numbers and words. In case of error the amount mentioned in words will be considered.
- 4) The statutory taxes will be deducted by KDMC while releasing the bill as per the policy.
- 5) Total per day charges for Hospital after calculation of bed number and rates quoted by agency will be derived and per day rate will be used to decide L 1 bidder.
- 6) Bidder shall quote their rates for all 3 wards assuming 100% occupancy of beds.

Annexure I

Mandatory Lab Investigations

SR.NO.	LAB INVESTIGATION ANC PROFILE	NON NABH RATE
1	FIRST VISIT	
	CBC	102
	LFT	222
	RFT	234
	RBS	21
	HIV,HCV, HBsAg	765
	VDRL	42
	BLOOD GROUP	28
	T3,T4,TSH	181
	URINE R/M	33
	TOTAL FIRST VISIT	1628
2	F/U VISIT	
	CBC	102
	RBS	21
	URINE R/M	33
	TOTAL F/U VISIT	156
3	F/U 24-28 WKS	
	CBC	102
	URINE R/M	33
	OGCT	85
	THYROID PROFILE	181
	TOTAL F/U 24-28 WKS	401
4	F/U IN SPECIAL CONDITIONS	
	CBC	102
	LFT	222
	RFT	234
	URINE R/M	33
	BT-CT	41
	PT-INR	101
	TOTAL	733
5	FEVER PROFILE IN ANC	
	CBC	102
	LFT	222
	RFT	234
	URINE R/M	33
	WIDAL	60
	MALARIA	36
	DENGUE	510
	TOTAL	1197

Annexure II

Existing Infrastructure at Vasant Valley Maternity Hospital

Sr. No	Name of equipments	Quantity
1	A C (1.5 ton)	1
2	Adult Ventilation Mask [Black]	1
3	Adult Ventilation Mask [Plastic]	2
4	Adult Weight Machine	1
5	Aluminium Tray	2
6	Ambu bag	4
7	Ambu bag (Adult)	2
8	Ambu bag (Paediatric)	1
9	Artery forcep	1
10	Axillary Glass Thermometer	1
11	B P Machine	2
12	B.P Apparatus [Digital]	8
13	B.P Apparatus[manual]	3
14	Baby Receiving Tray [Plastic]	2
15	Bed	50
16	Bed Pan	2
17	Bed pan female	10
18	Bed Side I.L.V Stand	40
19	Bed side Lockers	62
20	Bedside Screen	5
21	Big drum steel	11
22	Bipap machine	3
23	Black Round Stool	2
24	Blades	3
25	blades [Adult]	4
26	blades [PAED]	4
27	Boyles Apparatus	1
28	C02 cylinder C Trey C silicon-Amsu	2
29	Cautery Machine	1
30	Central O2 Flow Meter	17
31	Chair (Plastic)	14
32	Chittle Facep	4
33	Computer	1
34	Crash Cart	3
35	Cupboard [Metal] (Big)	3
36	Cupboard [Metal] (Med)	1
37	Cupboard with Staff lockers	4
38	D W plant	1
39	Delivery Table [New]	2
40	Desktop Monitor	1
41	Digital Moniter	1

42	Digital Thermometer	2
43	Digital Weight Machine	1
44	Enamel Examination Tray	1
45	Enamel Gindi 01	1
46	Examination Table	1
47	Extension Board	2
48	Fetal Doppler	3
49	Fetoscope	1
50	Finger Pulse Oxymeter	2
51	Fog Machine	1
52	Food Trolley [Enamel]	2
53	Foot Step	5
54	Fowler's Bed	1
55	Fumigation Machine	1
56	Garbage Shifting Trolley	1
57	Gindi with Stand	1
58	Glass Cupboard	2
59	Glucometer	1
60	Godrej Cupboard	2
61	Godrej Table	2
62	Hot Air Oven	1
63	Infant Warmer	1
64	Instrument Tray	1
65	Iron	1
66	Iron Rack	5
67	IV stand [Big]	9
68	Kidney Tray	3
69	Lab table	1
70	Laryngoscope (Adult)	6
71	Laryngoscope (Paediatric)	4
72	Lockers	4
73	LSCS set	6
74	Medicine / Dressing Trolley	4
75	Megaforcep	10
76	Metal Cupboard	1
77	Metal Storage Racks	1
78	MTP set	3
79	Multipara monitor	9
80	Nebuliser Machine	3
81	Neonatal ventilation Mask	1
82	Neonatal Warmer	6
83	Photo therapy unit	1
84	Neonatal Ventilator with accessories	2
85	Nitrous cylinder	5
86	Nursing Station	1

87	Nursing Table	1
88	O2 Cylinder (Big)	15
89	O2 Cylinder (small)	10
90	O2 Cylinder Trolley	1
91	O2 Flowmeter	6
92	O2 Hood	2
93	O2 Stand	6
94	O2 Trolley	3
95	Office Chair	20
96	Office Table	15
97	Old baby Warmer	2
98	Old Phototherapy	1
99	OT Table	2
100	Oxygen concentrator	2
101	Paediatric stethoscope	1
102	Paediatric weight Machine	1
103	Pillow	5
104	Plastic Medicine Tray	1
105	Portable pulse oxymeter [Finges]	1
106	Printer	1
107	Pt Shifting Roller	1
108	Pt Shifting Trolley	3
109	Pt's Examination Table	2
110	Pt's Cot (Regular)	8
111	PT's Multipara Monitor	4
112	Pulse Oxymeter	2
113	Pulse Oxymeter (Portable)	2
114	Punch Machine	1
115	Rack-	4
116	Refrigerator	6
117	Round stool steel	2
118	S.S. Drum (Medium)	3
119	S.S. Drum [Big]	2
120	S.S. Forcep Tray	1
121	S.S. Kidney tray (big 01) (small 01)	2
122	S.S. Stool	40
123	S.S.Drum S (Small)	2
124	S.S.Tray (Medium)	3
125	S.S.Tray (Small)	2
126	Sample Mixer	1
127	Scrubins Stainless steel	1
128	Shadowless Lamp	2
129	Silicon AMBU's Bag [Adult]	1
130	Silicon AMBU's Bag [Paed]	2
131	Silicon Mask	1

132	Simple bed	40
133	Simple Cot With bed	1
134	small drum steel	6
135	small kidney tray	3
136	small steel stool	6
137	Stabilizer with extention	2
138	Stamps 01 (M.O) + 02 (Gynaecologist)	3
139	Steel Drum	2
140	Steel Gindi 06	6
141	Steel Round Stool	1
142	Steel Square Stool	7
143	Steel Tray	1
144	Steppler Remover	1
145	Sterilizer small	1
146	Stethoscope (Adult)	11
147	Stethoscope (Paediatric)	3
148	Stethoscope	2
149	Stool	6
150	Stool S.S	5
151	Storage Rack [Metal]	2
152	Suction Machine	9
153	T blades	3
154	Taylor's scissor [Big]	1
155	UPS - (Small Size)	1
156	Washing Machine	2
157	Weight Machine [Adult]	1
158	Weight Machine [Paed]	1
159	Wheel Chair	4
160	Wooden Cupboard	2
161	Work Station	1
162	Wt Machine	1
163	Baby Warmer with phototherapy	10

Annexure III

AGREEMENT

AGREEMENT FOR Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years.

This agreement made on th Day of in year of 2026

by and between

_____, having its
office at

_____ through its authorized signatory
_____, hereinafter referred to as the
“AGENCY”.

And

Kalyan Dombivli Municipal Corporation, Through _____, Deputy Commissioner of Health, Kalyan Dombivli Municipal Corporation having it's office address as Second Floor, Administrative Building, KDMC head Office, Near Shankarrao Chowk, Shivaji Chowk, Kalyan West Dist-Thane, 421301 hereinafter referred to as the “KDMC”.

PREAMBLE

This agreement is for Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years. The Agency has agreed to work in close coordination with KDMC under the agreed terms and condition set in the following paragraphs.

A. RIGHTS AND OBLIGATIONS OF AGENCY

- 1) The agency shall have complete responsibility to carry out complete operation and management of maternity hospital including ICU services for pregnant women and NICU facility with proper coordination and best possible professional skills, 24x7 at the Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West by providing required skilled, specialized manpower as mentioned In table no. 1, 2 & 3 i.e. Doctors, nurses, ward boy, bed attendant, etc.
- 2) Selected agency shall have to conduct daily OPD for Pediatric patients, Obstetrics and Gynecology patients free of cost.
- 3) Selected agency shall do all Mandatory lab investigations (As mentioned in Annexure 1) of patients came for OPD as well admitted in hospital at CGHS rates for non NABH hospital (Mumbai). The selected agency shall install all the required lab equipment's and required lab consumables at its own cost. KDMC will pay for all Mandatory lab investigations (As mentioned in Annexure 1 at CGHS rates for non NABH hospital (Mumbai) to the agency for conducted lab tests for pregnant patients and other patients eligible for free service. Agency may charge patients not eligible for free service for lab test conducted as per CGHS rates for non NABH hospital (Mumbai).
- 4) Agency will have to display Rates of services provided in hospital and free services available in hospital.
- 5) Agency will provide USG facility in the hospital. The USG machine and radiologist will be made available by the agency. All pregnant females are entitled to get one USG obstetric free during ANC period and the payment (Rs.400/- per USG) for the same will be done by KDMC. Any USG required over and above this limit will be chargeable and agency may collect charges at CGHS rates for non

NABH hospital (Mumbai) from the patient. Also, agency may collect charges from patients not eligible for free services.

- 6) This proposed hospital is of Total 65 bedded maternity home with 50 beds General ward, 5 beds ICU, 10 beds NICU with operation theatre and labour room facility.
- 7) KDMC has existing setup at Vasant Valley Maternity Hospital as per details given in Annexure 2. KDMC will provide medicines and consumables available on rate contract of KDMC. The Agency will be responsible to visit the facility and access the available infrastructure and submit their bids accordingly. The agency will be responsible to make available any other equipment, medicine or consumable at its own cost.
- 8) KDMC will provide medical equipment's as per Annexure for setup of NICU, rest all medical equipments & medical furniture will be responsibility of the Agency.
- 9) Electricity Bill will be paid by Agency.
- 10) The tentative manpower required per day for 65 bedded hospital is as below:

**Tentative manpower requirement for Vasant valley maternity hospital, near Mumbai
University sub center, Gandhare, Kalyan West
Table No. 1 (Required manpower for General ward)**

Sr. No.	H.R. Type	Required No. Of Posts	Sr. No.	H.R. Type	Required No. Of Posts
1	Senior Gynaecologist	01	10	Clerk Cum Typist	04
2	Gynaecologist	03	11	Lab Technician	03
3	Paediatrician	03	12	Wardboy	05
4	Anaesthetist	03	13	Aaya	06
5	Medical Officer (RMO)	04	14	Stretchers Boy Bearer	08
6	Metron (for 24 hrs)	01	15	SafaiKamgar	08
7	Sister Incharge	03	16	Security Guard	08
8	Staff Nurse	27	17	General Surgeon	01
9	Pharmacist	03			
				Total	91

Tentative manpower requirement for 10 Bedded NICU centre.

Table No. 2

Sr. No.	H.R. Type	Manpower requirement
1	Neonatologist (on Call)	01
2	Paediatrician (RMO)	04
3	Staff Nurse	14
4	Wardboy	04
5	Aaya/Maushi	06
	Total	29

Tentative manpower requirement for 5 Bedded ICU centre.

Table No. 3

Sr.No.	H.R. Type	Manpower requirement per shift
1	Physician	01
2	Intensivist	04
3	Staff Nurse	10
4	Physiotherapist	01
5	Nutritionist	01
6	Data Entry Operator	01
7	AayaMavshi	04
8	Sweeper/Wardboy	04
9	Dialysis Technician	01
	Total	27

- 11) Any Extra Manpower if required shall be provided by Service provider without any extra cost to KDMC
- 12) Working in rotation system in shift duties is allowed.
- 13) Tentative Requirement of HR for maternity home is shown in above table No 1, 2 & 3. However, actual requirement of these professionals/staff must be assessed by the service providers and shall be deployed by them to holistically and professionally as per IPHS norms to manage the facility. Even if the requirement is somewhat more than what is indicated above, the same will be deployed and managed by the service provider without any extra cost to KDMC. For high risk pregnancies 2 gynecologists' must be present during surgery out of which one must be MD/MS with at least 5 years experience.
- 14) KDMC will provide the infrastructure setup of maternity home Beds with/without Oxygen facility, machinery, medicines / pharmacy, logistics, required for operation & management of the units as specified in annexure 2.
- 15) Bidder has to deploy necessary manpower (like Consultant Specialist, RMO Doctors, nurses, ward boys / Bed attendants, technicians etc. as per actual requirement) so as to operate and manage the Hospital seamlessly and professionally for taking optimum care of the patients.
- 16) Agency shall do lab investigations of patients came for OPD as well as admitted in hospital at CGHS rates for non NABH hospital (Mumbai). The selected agency shall install all the required lab equipments and required lab consumables at its own cost KDMC will pay for all Mandatory lab investigations (As mentioned in Annexure 1 at CGHS rates for non NABH hospital (Mumbai) to the agency for conducted lab tests for pregnant patients and other patients eligible for free service. Agency may charge patients not eligible for free service for lab test conducted as per CGHS rates for non NABH hospital (Mumbai).
- 17) Agency shall provide food (breakfast, lunch and dinner) to admitted patients free of cost. The agency may quote per bed per day rates considering food charges.
- 18) **Ambulance service:-**Agency will be responsible to provide ambulance service in case of transfer of patient to higher Centre from Vasant Valley Maternity Hospital. Agency will get charges according to RTO rate list for ambulances as per actual.
- 19) **MJPJAY/PMJAY related work:** Agency will be responsible to register patients with complete and necessary documents and settle all claims related to MJPJAY and PMJAY. The agency will be entitled to get service charge at 2.47% against all sanctioned claims in respective scheme.
- 20) The maternity hospital must be attached with blood bank. The Agency will need to do the necessary arrangement.
- 21) Agency will be responsible for minor maintenance and KDMC will be responsible for major type of maintenance. (For eg. Minor maintenance – changing broken floor tiles, painting wall which is looking shabby, changing door handles, toilet sinks, etc. each costing up to Rs.5000/-)

Details of Bed in Facility Centers

Table No.4

Sr. No	Name of Facility	Type of Bed	No. of Beds
1	Vasant valley maternity hospital, near Mumbai University subcenter, Gandhare, Kalyan West.	General beds	50
2		ICU	5
3		NICU	10

The minimum qualification of manpower to be appointed by service provider for maternity hospital shall be as follows

Table No. 5

Sr. No	Designations	Qualification
1	Senior Gynecologist	Gynecologist must be MD/MS with at least 5 years experience.
2	Gynecologist	MBBS, MD/MS/DNB/DIPLOMA IN OBS & GYN, Senior Gynecologist must be MD/MS with at least 5 years experience.
3	Senior Pediatrician (Neonatologist)	MD Pediatrics +5 years experience in Neonatology
4	Paediatrician	MBBS, MD/DNB/DIPLOMA IN PAEDIATRICS
5	RMO for NICU	MBBS with PG Degree/ Diploma in Pediatrics
6	Anaesthetist	MBBS, MD/DNB/DIPLOMA IN ANAESTHESIA
7	Physician	MBBS, MD/DNB/DIPLOMA IN General Medicine
8	General Surgeon	MBBS, MS/DNB/DIPLOMA IN General Surgery
9	Intensivist	MBBS, MD/DNB/DIPLOMA IN General Medicine/Respiratory Medicine/Emergency Medicine OR Experience of Working in Reputed ICU for atleast 2 Years.
10	Medical Officer	MBBS Or BAMS with post graduate degree or diploma in Obstetrics and Gynaecology
11	Metron	B.Sc. NURSING/GNM WITH 10 YEARS EXPERIENCE
12	Sister Incharge	B.Sc. NURSING/GNM WITH 5 YEARS EXPERIENCE
13	Staff Nurse	B.Sc. NURSING/GNM
14	Lab Technician	B.Sc. WITH DMLT
15	Pharmacist	B.PHARM/D.PHARM
16	Clerk Cum Typist	GRADUATE WITH COMPUTER KNOWLEDGE
17	Wardboy	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
18	Aaya	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
19	Stretcher Boy Bearer	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
20	SafaiKamgar	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE
21	Security Guard	SSC PASS WITH MARATHI LANGUAGE KNOWLEDGE

22. Agency will submit list of all staff working at Vasant Valley Maternity Hospital with their qualification details.
23. Agency may change any person/staff deputed by them with mutual consent. If the services of any of the deputed person by Agency are found unsatisfactory by KDMC, or any of the staff is absent due to any reason during his/her service period, or any deputed person leaves the job or is absent for a long period, Agency will provide replacement for him/her immediately.
24. Each patient admitted needs to be examined by Medical Officer twice in a day.
25. The agency will be responsible for proper diagnosis, treatment and overall management of patients. The treatment, examination & discharge of the patients will be done as per guidelines issued by Govt. / Municipal Corporation and according to standard norms.
26. Agency will be responsible to resolve any complaints regarding treatment of patients admitted.
27. Agency will appoint nodal person to update all govt. portals.
28. Agency will allow weekly off for doctors/staff appointed and replacement of such staff will be responsibility of them. Agency will follow all the rules & regulation available under minimum wages act.
29. If at any point it is observed that, the output/work of manpower provided by Agency is not satisfactory, their services will be terminated, rights of which are reserved with Hon. Commissioner, KDMC.
30. If it is observed that overall services provided by Agency are not satisfactory, the contract will be terminated by KDMC before contract period gets over and Agency can't ask for compensation or claim in court.
31. A deputed employee from Agency will communicate regarding supply of medicines & other consumables well in advance to pharmacist appointed by KDMC.
32. This is fully outsource unit in which all responsibility to run it according to standard norms and guidelines totally lies on concerned Agency.

1. RIGHTS AND OBLIGATIONS OF KDMC

- a. KDMC and Agency will work mechanism to ensure that KDMC will get the required services smoothly.
- b. KDMC will nominate an officer as Nodal Officer, for coordinating the services provided by Agency and the manpower provided by Agency for carrying on the assigned job. Agency shall report to and seek instruction from the Nodal officer of KDMC, nominated for all technical support.
- c. KDMC will not be responsible for any accident / injury to on duty employee appointed by Agency.
- d. KDMC will not be responsible for any offensive act/ behavior of the doctor/staff appointed by Agency.

2. PAYMENT

- a. KDMC will pay Rs. ____/- per bed per day to Agency. All this charges are inclusive of taxes except GST. GST will be paid separately, if applicable.

- b. The payment to Agency will be made every 15 days on the basis of services provided to KDMC, based on bed occupancy bill raised by Agency. All taxes as applicable will be deducted by KDMC before making payments.
- c. Payment will be based on actual occupancy of beds.
- d. Selected agency shall do all Mandatory lab investigations (As mentioned in Annexure 1) of patients came for OPD as well admitted in hospital at CGHS rates for non NABH hospital (Mumbai). The selected agency shall install all the required lab equipment's and required lab consumables at its own cost. KDMC will pay for all Mandatory lab investigations (As mentioned in Annexure 1 at CGHS rates for non NABH hospital (Mumbai) to the agency for conducted lab tests for pregnant patients and other patients eligible for free service. Agency may charge patients not eligible for free service for lab test conducted as per CGHS rates for non NABH hospital (Mumbai).
- e. Agency will provide USG facility in the hospital. The USG machine and radiologist will be made available by the agency. All pregnant females are entitled to get one USG obstetric free during ANC period and the payment (Rs.400/- per USG) for the same will be done by KDMC. Any USG required over and above this limit will be chargeable and agency may collect charges at CGHS rates for non NABH hospital (Mumbai) from the patient. Also, agency may collect charges from patients not eligible for free services.
- f. Agency will be responsible to register patients with complete and necessary documents and settle all claims related to MJPIAY and PMJAY. The agency will be entitled to get service charge at 2.47% against all sanctioned claims in respective scheme.
- g. Agency will be responsible to provide ambulance service in case of transfer of patient to higher Centre from Vasant Valley Maternity Hospital. Agency will get charges according to RTO rate list for ambulances as per actual.

Rate Revision :

- There will be revision in rates of per day per bed service charge on Fourth (4th) and Seventh (7th) year of contract period. The rate will be increased by 5% on base rate at 4th year and again increased by 5% on revised rate at 7th year.
- If the CGHS rates for non NABH Hospital (Mumbai) gets revised, the same will be applicable for Lab investigations done by service provider in this hospital.

3. Privacy

Agency will ensure complete privacy regarding patients' information & data base & policies of KDMC.

4. General

- a. This agreement shall be effective from actual starting of services to 3 years, and can be terminated with mutual consent of both the parties.
- b. On all aspects where the above articles of the agreement are silent or for special cases of deviation from the articles, the decision mutually agreed to by both the parties, shall be final. However, in case of any dispute, decision given by Hon. Commissioner, KDMC will be final.

5. Communication

Except or otherwise expressly provided, no communication from one party to the other shall have any validity under this agreement unless made in writing by or on behalf of the KDMC or by or on behalf of the Agency.

6. No claim of deputed staff is liable on permanent post of KDMC.

The Doctors and Staff provided by Agency will not have any claim of absorbing in the KDMC establishment for regular service. Also, they will not be entitled for any service benefits/concessions from KDMC.

7. Variation or Amendment in the agreement.

This agreement shall not be varied or amended unless such a variation or amendment is agreed in writing by a duly authorized representative of both the parties in accordance with the change control procedures.

8. Law and Jurisdiction

This agreement shall be considered as contract made in India and according to Indian law and subject to exclusive jurisdiction of the Indian courts. This agreement is binding on KDMC and its successors and also on Agency and its successors, and assigned and permitted assignees.

9. TERMINATION

- a. The agreement will be valid for 10 years. This agreement may be terminated on the terms and conditions mutually agreeable to both parties in the interest of KDMC.
- b. If the situation warrants, either party can terminate the agreement by giving a notice of 180 days in writing, and without any liability to the other party.
- c. An agreement for the discontinuation of this agreement shall be accepted by both parties.

()
Proprietor
M/s. _____ .
AUTHORISED SIGNATORY

()
Deputy Commissioner of Health
Kalyan Dombivli Municipal Corporation
AUTHORISED SIGNATORY

Witness

Witness

1. _____

2. _____

Annexure IV

Checklist for Documents in Envelope 1

Sr. No.	Document	Description	Yes/No
ENVELOPE 1			
1.	Tender fees receipt		
2.	EMD receipt		
3.	RFP should be printed, and each page Should be stamped & signed by authorized signatory		
4.	Checklist (Annexure IV)		
5.	Details of Bidder (Annexure V)		
6.	Power of Attorney / Joint Venture for signing of Bid (Annexure VII)		
7.	Undertaking : Blacklisting and Pending Suit Declaration On Rupees 100/- Stamp Paper (Annexure VI)		
8.	Copy of Certificate of Incorporation of the Company/Registration certificate with relevant authority		
9.	Copy of PAN Card		
10.	Copy of GST Registration		
11.	CA Certificate for last 3 Years Average annual turnover	FY 2022-23 FY 2023-24 FY 2024-25	
12.	Experience of Bidder for each project (Each page should be stamped & signed by authorized signatory)		
13.	Net Worth Certificate duly signed by CA		
14.	EPF Registration Certificate		
15.	ESIC Registration Certificate		

Date :

Place:

(Signature, name, and designation of the Authorized Signatory)

(Name and seal of the Company)

Annexure V

Details of the Company/Bidder

[On the Letter head of the Bidder]

1.	Name of the Company	
2.	Registered Address of the Company	
3.	Telephone No (With Code)	
4.	Fax	
5.	Email ID	
6.	Name of the Authorized Signatory	
7.	Designation of the Authorized Signatory	
8.	Phone No of the Authorized Signatory	
9.	Email ID of the Authorized Signatory	
10.	Brief description of the firm and organization structure and business.	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/We give the rights to the competent authority of the KDMC to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

(Signature, name, and designation of the Authorized Signatory)(Name and seal of the Company)

Date:____/____/2026

Place:_____

Annexure VI

Undertaking–Blacklisting and Pending Suit Declaration

(On Non-Judicial paper of Rs. 500/-duly notarized by Notary Public/ First Class

Magistrate) AFFIDAVIT

I/We _____ (Full name in capital letters starting with surname), the Managing Director of _____ the business, establishment/ registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that < Name of the firm _____ > is not declared in solvent any time in the past. Not debarred/ black listed by either KDMC /Central Govt. / State Govt. / Public Sector Undertaking/ any other Local body from start date of tender notice not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
2. It is further declared that <Name of the firm> shall inform KDMC of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFPRFP.
3. The <Name of the firm> do hereby agree that if in future, it comes to the notice of KDMC/ if it is brought to the notice of KDMC that any disciplinary/ penal action due to violation of terms and conditions of the tender/RFP document which amounts to cheating
4. /depicting of malafide intention during the completion of the contract anywhere in KDMC or either by any of Central Govt. / State Govt. / Public sector undertaking/any other Local body, KDMC will be at discretion to take appropriate action as its finds fit.

(Signature, name, and designation of the Authorized Signatory)
(Name and seal of the Company)

Date:___/___/2026

Place:_____

WITNESS:

(1)Full Name.....

And Address.....

Signature.....

(2)Full Name.....

And Address.....

Signature..... [Location, Date]

Annexure VII
Power of Attorney for Signing the RFP Application

(To be executed on stamp paper of appropriate value)

Know all persons by these presents, [I _____ of _____

(name of the company) incorporated under the laws of India and having its registered office at [_____] "Company"] do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), _____ son/daughter/wife of _____

_____ and presently residing at _____, who is presently employed with us and holding the Position of _____, a sour true and lawful attorney (herein after

referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Application for **Operation And Management of Vasant valley maternity hospital, near Mumbai University sub center, Gandhare, Kalyan West on outsource basis for the duration of 10 Years**("Project") pursuant to the RFP dated [_____] ("RFP") issued by the Kalyan Dombivli Municipal Corporation (the "KDMC") and for our selection as Short-listing Bidder including but not limited to signing and submission of all application and other documents and writings, participate in pre-RFP conference and providing information/responses to KDMC, representing us in all matters before KDMC, signing and execution of all contracts and undertakings consequent to acceptance of our application, and generally dealing with KDMC in all matters in connection with or relating to or arising out of our Application for the said Project.

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

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____

For _____ (Signature)

(Name, Title and Address) Witnesses:

(Notarized) Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)