



मिरा भाईंदर महानगरपालिका

स्व. इंदिरा गांधी भवन, मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.), ता.ठाणे-४०११०१ दुरध्वनी क्र.२८१९२८२८
// बांधकाम/ विद्युत विभाग //



जा.क्र. मनपा/साबां/वि/कायो/ ७८ /२०२५-२६

दिनांक :- ०९ /०८ /२०२५

// कार्यादेश //

प्रति,
मे. विरोहण हॉस्पिटल कन्सल्टंट प्रा.लि.
२०९, दुसरा मजला २६, विकास रॉयल
आर्केड, डीडीए कर्मशियल कॉम्प्लेक्स
रोड क्र. ४४ राणीबाग पिताम पुरा
नवी दिल्ली-११००३४

- विषय :-** निविदा मंजूरीबाबत. (टेंडर आयडी ११८५१९६_१)
- संदर्भ :-**
- १) मा. आयुक्त यांची दि.२८/०५/२०२४ ची प्रशासकिय मंजूरी.
 - २) दि.०२/०६/२०२५ ची निविदा.
 - ३) मा. आयुक्त यांची दि.१३/०७/२०२५ ची मंजूरी.
 - ४) प्रशासकीय ठराव दि.२१/०७/२०२५ ठराव क्र.१६० नुसार निविदा मंजूरी.
 - ५) जा.क्र.मनपा/साबां/५४/२०२५-२६ दि.२२/०७/२०२५ चे पत्र.
 - ६) सुरक्षा अनामत रक्कम रु.९,८४,०००/- पावती क्र. ४५०१८० दि.३०/०७/२०२५
 - ७) मुद्रांक शुल्क रु.१७,५००/- चलन क्र. MH००६०६३५२४२०२५२६U दि.३१/०७/२०२५ रोजीचा करारनामा..

दि.३०/०५/२०२५ रोजीच्या दै. मुंबई चौफेर, दै. मुंबई मित्र, दै. महाराष्ट्र सम्राट वृत्तपत्रात व ई-टेंडरींग पद्धतीने प्रसिध्द झालेल्या जाहिर निविदा सुचनेनुसार Hospital Consultant (DPR), for Upcoming Municipal Hospital at Reservation ३०२, Mauje Navghar, Mira Bhaindar, Maharashtra. For Hospital Consultancy, Assisting in Developing Commissioning, Operation & Maintenance & Transfer basis through PPP (Public Private Partnership) Model.

Item Description	Qty	Unit	Rate (Excluding All Taxes)
Hospital Consultancy	1	JOB	Rs.3,28,00,000.00

सदर कामी आपली वरील दराची निविदा करारनामा व निविदा फॉर्म मधील अटीशर्तीनुसार मंजूर करण्यात येत आहे.
सदर कामाची मुदत ही ०४ महिने राहिल.

कार्यकारी अभियंता (साबां/वि)
मिरा-भाईंदर महानगरपालिका

प्रत कार्यवाहीकरीता
श्री. यतिन जाधव — उपअभियंता

Name & Address :- **M/s. Virohanam Hospital Consultants Private Limited**
209, 2nd Floor 26, Vikas Royal Arcade,
DDA Commercial Complex
Road no. 44 Rani Bagh Pitam pura
New Delhi-110034

Name of Work :- **Hospital Consultant (DPR), for Upcoming**
Municipal Hospital at Reservation ३०२, Mauje
Navghar, Mira Bhaindar, Maharashtra. For
Hospital Consultancy, Assisting in Developing
Commissioning, Operation & Maintenance &
Transfer basis through PPP (Public Private
Partnership) Model.

Work Period :- **04 Months**



CHALLAN
MTR Form Number-6



GRN	MH006063524202526U	BARCODE	25/07/2025-13:39:43		Date	25/07/2025-13:39:43	Form ID
Department		Inspector General Of Registration					
Type of Payment		Non-Judicial Stamps General Stamps SoS Mumbai only					
Office Name		THN4_THANE NO 4 JOINT SUB REGISTRA		Full Name		VIROHANAM HOSPITAL CONSULTANTS	
Location		THANE		Flat/Block No.		KE-99	
Year		2025-2026 One Time		Premises/Building		KAVI NAGAR	
Account Head Details		Amount in Rs.		Road/Street		KAVI NAGAR	
0030056201 General Stamps		97500.00		Area/Locality		Uttar Pradesh	
				Town/City/District			
				PIN		2 0 1 0 0 2	
				Remarks (If Any)			
				Hospital Consultancy of Multi spcl.health cr unit municipal hosp.			
				Reservation No.302, Mira bhayandar			
				Amount In			
				Ninety Seven Thousand Five Hundred Rupees Only			
Total		97,500.00		Words			
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN		Ref. No.		00040572025072560413 CPAFKSKCX5	
Cheque/DD No.		Bank Date		RBI Date		25/07/2025-13:24:41 Not Verified with RBI	
Name of Bank		Bank-Branch		STATE BANK OF INDIA			
Name of Branch		Scroll No. , Date		Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करवावयाच्या दस्तासारी लागू आहे. नोंदणी न करवावयाच्या दस्तासारी सदर चलन लागू नाही.

Mobile No. : 9811105284

For Virohanam Hospital Consultants Pvt. Ltd.

Director

AGREEMENT

Hospital Consultant (DPR), for Upcoming Municipal Hospital at Reservation ३०२, Mauje Navghar, Mira Bhaindar, Maharashtra. For Hospital Consultancy, Assisting in Developing Commissioning, Operation & Maintenance & Transfer basis through PPP (Public Private Partnership) Model.

This agreement ("Contract") is entered into on this 31st day of July, 2025 Between Mira Bhaindar Municipal Corporation, Maharashtra state acting through the Executive Engineer, Public Work Department (hereinafter referred to as "Corporation" which expression shall unless repugnant to the context or meaning hereof mean and include its successors of assign) of the First Part: and M/s. M/s. Virohanam Hospital Consultants Private Limited, having its registered office at 209, 2nd Floor 26, Vikas Royal Arcade, DDA Commercial Complex, Road no. 44 Rani Bagh Pitam pura New Delhi-110034., acting through its authorized representative (hereinafter referred to as "Hospital CONSULTANT " which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part:

WHEREAS Mira Bhaindar Municipal Corporation is a local self-government duly constituted under the provisions of Maharashtra Municipal Corporation Act.

WHEREAS, The Municipal Corporation being urban local body are diverted with various responsibilities for providing different types of public facilities and for any infrastructure development such as Concrete Roads, Pavements, Drains, Public Buildings, Garden/Parks, Interior Work, etc.

WHEREAS, The Corporation intends to engage Hospital CONSULTANT for Hospital consultancy services for the above mentioned public facilities for period of 4 months

WHEREAS, 'The Hospital CONSULTANT' has responded to the said tender notice and submitted their online offer with the Corporation. The HOSPITAL CONSULTANT, having represented to the "Corporation" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Request for proposal dated issued by the Corporation:

WHEREAS, 'The Corporation' has invited vide Tender no.MBMC/PWD/Tenders/11/2025-26 & Tender ID 1185196_1 for the above referred work from qualified Architect registered with appropriate authority competent to contract under the Indian contract Act, 1956 and eligibility as per the terms and conditions prescribed therein. In response thereto, the CORPORATION received proposals from several bidders including the Hospital CONSULTANT for consultancy services.



WHEREAS, The Corporation has accepted the Hospital CONSULTANT's offer and decided to allot the work to the Hospital CONSULTANT sanctioned by administrator vide **Resolution No. 160 dated 21/07/2024**.

WHEREAS, 'The Corporation' has issued acceptance letter bearing no. MBMC/PWD/54/2025-26 dated 22/07/2025.

The Hospital Consultant will provide Hospital consultancy including design review for building a new hospital which involves various aspects, ensuring that the facility meets the needs of patients, staff, and the community effectively. Detailed scope of work is defined in this RFP below which has to be performed by the successful bidder as a hospital planning consultant for building the new hospital.

The Completion time for the DPR shall be 4 months from the date of LOA. Consultant's service will be extended till the competition, appointment of hospital operating agency and successful handover of the project to MBMC. Performance security deposit (5% of the contract value) shall be retained until the completion of the handover period. Consultant's service will be extended till the competition, appointment of Hospital operating agency and successful handover of the project to MBMC

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1: Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

"Approval" shall mean written or verbal instructions, directions and consent provided by competent authorities of Corporation from time-to-time relating to the Project.

"Agreement" or **"Contract"** shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

"Consortium" shall mean the consortium led by the HOSPITAL CONSULTANT during the RFP process.

"Hospital CONSULTANT" means any HOSPITAL CONSULTANT or agencies appointed by Engineer-in-Charge for carrying out Hospital consultancy job as defined in the tender and this agreement.

"Core Group" Means the group constituted by Corporation comprising senior officials of associated departments/agencies for discussions and providing prompt clearances



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for utility. Diversion/traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.

"Detailed Estimated Cost" shall mean the cost estimate based on the detailed design drawings.

"Corporation" means the Commissioner of Mira Bhaindar Municipal Corporation.

"Engineer-in-Charge" shall mean representative of Public Work Department for Mira Bhaindar Municipal Corporation or any equivalent Officer appointed by the Corporation.

"Executive Engineer" means the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation.

"Liquidated Damages (LD)": To settle the issue of payment in case of default or otherwise on account of termination of the project.

"Month" shall mean calendar month.

"Project Contract" shall mean any/all contract(S) to be entered into by the Corporation with the Contractors.

"Site" shall mean the land and other areas required for execution of the Project.

"Lead Partner" Shall mean the member of the consortium duly nominated/authorized by all members of consortium as a lead partner.

Article 2: Scope of Services

2.1 Subject to the provisions of this Contract HOSPITAL CONSULTANT shall be responsible for discharging the following Scope of Services.

1. BACKGROUND:

- 1.1 As fast developing municipal territories many public welfare work has been proposed in coming time in Mira Bhaindar Municipal Corporation Area.
- 1.2 As being facing short of Technical staff in Mira Bhaindar Municipal Corporation, need of Empanelment of Technical Hospital CONSULTANT' s to assist in the task of drafting of Project Report, Planning & Designing, Estimation & Costing.

2. OBJECTIVES OF THE ASSIGNMENT:

The **Hospital CONSULTANT** shall accommodate and plan/ design/ coordinate his activities considering the planning. In view of these things, the objectives of the assignment in brief are as below

- i) Best industry practices leading to accreditation, stipulation of minimum standards & benchmarks.
- ii) Transparent & international benchmark processed; synergy in procurement.



3. SCOPE OF SERVICES OF THE HOSPITAL CONSULTANT :

Scope of Work

- a. Detailed Project Report: Consultant shall examine and study the locality and with coordination with MBMC health department ,specially with due regards to the hospital requirements for western suburbs of the greater Mumbai and then suggest what type of health specialty hospital would be ideal for the said development proposal under reference.
- b. Master Planning: Consultant shall assist the architect of the builder to develop a master plan for the new hospital, considering long-term growth projections, service offerings and infrastructure development. Master planning ensures that the hospital's design is flexible and scalable to accommodate future needs.
- c. Architectural Design: Consultant shall collaborate with architects of the building developer and designers to create the architectural layout and design of the new hospital. This includes designing patient rooms, operating theaters, diagnostic facilities, administrative areas, RCC, MEP, HVAC and support services etc. Estimations and Supervision will be done by the consultant empaneled with MBMC.
- d. Space Planning: to determine the spatial requirements for different departments and services within the hospital, optimizing space utilization and ensuring efficient workflow and patient flow throughout the facility.
- e. Technology Integration: Consultant shall advise on the integration of advanced medical technology, such as imaging systems, laboratory equipment's, electronic health record (EHR) systems, etc. into the new hospital's design. This includes planning infrastructure to support technology integration and future upgrades.
- f. Regulatory Compliance: Consultant shall assist the architects of the building developer to oversee that the hospital design complies with local building codes, zoning regulations, fire safety standards, and healthcare industry guidelines. Compliance with regulatory requirements is essential for obtaining permits and approvals for construction which will be building developer's scope but the Consultant should assist the developer for the same. shall assist MBMC medical authority in acquiring all required certification and approval to run the hospital.
- g. Environmental Sustainability: Consultant shall assist the building developer to incorporate sustainable design principles into the new hospital's construction, including energy efficiency, water conservation, waste management, and the use of eco-friendly materials. Sustainable hospitals reduce operating costs and minimize environmental impact.



- h. Operational Planning: Consultants shall collaborate with hospital administrators and healthcare professionals to develop operational plans for the new hospital, including staffing models, patient care protocols, supply chain management, and emergency preparedness.
- i. Operating Agency: Consultant shall assist in finding and finalizing relevant competent agency to enter in an agreement with MBMC to operate the hospital for the period of 30 years.
- j. To provide Detail Project Report (DPR) of the hospital in coordination with the architects and consultants of builder which shall be consist of Hospital Design, design and drawings, civil/structural construction design if any, followed by boq and specification for procurement and installation of all medical equipment's and machines, medical services, medical furniture, non-medical furniture required to operate this hospital.
- k. Concept brief (functional plan): Prepare Concept Brief based on the vision of the hospital as envisaged by client and guide the architects of the builder in the preparation of the design. The concept brief will draw out the salient features of the project in terms of:



1. Specialties and Departments proposed in the hospital.
 2. Bed compliment, distribution plan.
 3. Support and Ancillary Services to be offered in the hospital to for efficient functioning of the hospital.
 4. The infrastructure to be established for provisioning the required services in the hospital and space list.
 5. Functional brief to put forth recommendations for the operational concepts, room compositions (space lists), interdepartmental and intradepartmental relationships and operating systems.
- l. Concept Design: Based on parameters developed in the concept brief, the consultant will coordinate, review and finalize the concept drawings along with the architects of the builder based on the following parameters:
1. zoning and sub zoning as per the scope of medical care plan for the hospital.
 2. Rooms and areas for each department and sub department for the hospital and area allocation.
 3. Category wise bed distribution.
 4. Adjustment of plans based on workloads and health care activities.
 5. Demarcation and detailing of areas for services.
 6. Waste management areas, support areas for staff, kitchen, and medical gases etc.
 7. Other support services.

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m. Systems Matrix: system matrix to be developed and provided to architects and services consultants of the builder to establish requirements for all building services required to provide medical, support and administrative services. The systems matrix will be developed for building services enumerated below and will be presented as intent drawings for typical rooms, to establish location and magnitude of all services. Building engineers of the builder would design the high side requirements and distribution of services based on these inputs:

1. Electrical services – General lighting, power, Data telephone internet requirement for individual room.
2. Plumbing services – as per requirements for potable (hot and cold), RO, demineralized water and drainage requirements for each room, for patient use, general use and equipment use.
3. HVAC services – as per requirements for fresh air, recirculated air, filtration levels, and temperature and humidity levels.
4. Lighting levels and fixture types for patient use, general use and specialized lighting.
5. Medical gases – location of outlets, gas pipeline routing, plant and machinery capacities.

n. Assist in Providing General Arrangement drawings for all rooms types, medical and non-medical furniture and medical equipment layouts (Loaded or Intent Drawings).

o. Review of Reflected Ceiling, Elevation, Interiors Plans and Signages : The drawings as developed by the Architects of the builders will be reviewed to ensure aligning of all services at the desired locations and to bring out any anomalies that may impede patient care and related activities.

p. Planning and assisting in all respects for preparation BOQ(Excluding Civil ,MEP and HVAC), Specifications, Preparation of Tenders all medical services, medical furniture and medical equipment , with approved makes and standards for medical services including but not limited to LMO, Medical Gases Pipe System, Modular OTs, Modular ICU, Modular Casualty, OT integration, Cath Lab, PWLCS (Pneumatic waste and Laundry Collection System), CSSD, TSSU, Nurse Call System, Pneumatic tubes, Biomedical Waste System, Kitchen, Mortuary, Curtain track/ IV track system, Laundry, HIMS, Complete medical furniture, Complete medical equipment and instruments, non-medical furniture, etc as required to operationalize the hospital. Estimations (Civil ,MEP and HVAC)and supervision will be done by the consultant empaneled with MBMC.

q. Necessary Design Matrix for RO Points will be prepared by medical consultant and the Builder architect will redevelop the same and the same will be reviewed by Med Consultant



- r. Central Computer System, Software based Billing System and HIS Software, design matrix and technical specs will be developed by the Medical Consultant.
- s. IP Services, Intercom. Telephone, Cellular Services design Matrix of the same will be prepared by Medical Consultant and the same will be redevelop by Builder Architect and reviewed by Med Consultant.
- t. The design matrix for PA System/QMS System will be designed by Medical Consul.
- u. Fire Safety and Exit System will be provided by Builder Architects and reviewed by Medical Consultant.
- v. lift and Lift Bank, ETP/STP, Disabled friendly ramp etc will be taken care by architect of the builder
- w. The Builder will design the Rain Water Harvesting, Solar power generation, water distribution, electricity etc
- x. The Medical consultant will take care of IPHS based WC/Wash Basin etc as required
- y. Technological advancements in health specialties advised by the medical consultant to the authority based on DPR study and other Health Care advancements must be incorporated into the services at this hospital by the Consultant.
- i. The Hospital consultant will should design Departments like Medicine, General Surgery, Gynecology, Orthopedic, Anesthesia, Cardiology, CVTS, Neurology, Nephrology, Urology, ENT, Ophthalmology, General OPD, etc. as possible considering the space available.
- ii. Major and Minor OTs, Casualty, Modular ICU, Modular Casualty.
- iii. Radiology including USG, X-ray, CT scan, MRI services.
- z. Medical services and equipment list along with the BOQ and specification to be provided to MBMC for the procurement of those equipment by MBMC.
- aa. The Architect will design the building catering to floor wise detail as follow:-
1. Top Floor:- Auditorium
 2. One floor below Doctors accommodations.
 3. One floor below Nurses accommodations
 4. Two floors below Academic
 5. Rest all floor and basement will be hospital
- bb. Upcoming Municipal Hospital, Reservation Number 302, Mauje Navghar, Mira Bhaindar, Maharashtra, Pin 401107, Thane of MBMC should be a 300-350 bedded multi-speciality hospital.



cc. MBMC shall reserve the right to alter, modify and revise the design proposed by the Consultant.

Article 4: Obligations of HOSPITAL CONSULTANT

4.1 Standard of Performance

The HOSPITAL CONSULTANT shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be deployed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project. The HOSPITAL CONSULTANT further covenants with Corporation to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by a HOSPITAL CONSULTANT of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Corporation at all times through efficient business administration, management and construction management services.

4.2 Standard of Care

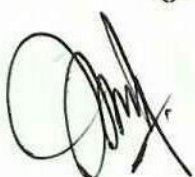
HOSPITAL CONSULTANT acknowledges the relationship of trust and confidence established between the CONSULTANT and Corporation by this Agreement. Accordingly, the HOSPITAL CONSULTANT's acts shall be consistent with this relationship. The HOSPITAL CONSULTANT shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Corporation. The HOSPITAL CONSULTANT shall at all times support and safeguard Corporation legitimate interests in any dealings with the Contractor or other third parties.

4.3 Adherence to Law

The HOSPITAL CONSULTANT shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc. and shall also ensure that any sub-agencies, as well as any personnel of the HOSPITAL CONSULTANT and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

4.4 HOSPITAL CONSULTANT not to Benefit from Commissions Discounts, Etc.

The remuneration of the HOSPITAL CONSULTANT pursuant to Article 5 of this Agreement shall constitute that the HOSPITAL CONSULTANT shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the HOSPITAL CONSULTANT shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration.



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The HOSPITAL CONSULTANT shall at all times perform its responsibilities hereunder in the best interest of Corporation. Any discounts or commissions obtained by the HOSPITAL CONSULTANT in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Corporation.

4.5 Liability and Insurance:

- a) The Hospital CONSULTANT shall only be liable to pay compensation to the Corporation arising out of or in connection with the Agreement if a breach above is established against him.
- b) **Compensation:** If it is considered that the Hospital CONSULTANT is liable to the Corporation, compensation shall be payable only on the following terms:
 - i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
 - ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 3.6.1(d) below.
- i) If Hospital CONSULTANT is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.



- a) **Duration of Liability:** The Hospital CONSULTANT shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims/ court cases are settled whichever is later.

b) **Limit of Compensation (Limitation of the Hospital CONSULTANT s liability towards the Corporation):**

- A) In case of gross negligence of wilful misconduct on the part of Hospital CONSULTANT s or on the part of any person or firm acting on behalf of the Hospital CONSULTANT s in carrying out the services, the Hospital CONSULTANT with respect to damage caused by the Hospital CONSULTANT s to the Corporation property, shall be liable to the Corporation for any direct or consequential loss or damages to the extent as below:

4.6.1 Insurance and other liabilities to be taken out by the HOSPITAL CONSULTANT :

The HOSPITAL CONSULTANT shall:

- (i) Take out and maintain, and shall cause any Sub-Hospital CONSULTANT to take out and maintain at their (or the sub-HOSPITAL CONSULTANT s as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
 - a) Engineer-in-Charge liability and workers compensation insurance in respect of the personnel of the HOSPITAL CONSULTANT and of any sub HOSPITAL CONSULTANT , in

accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by HOSPITAL CONSULTANT ; and

- b) Insurance against other risks that HOSPITAL CONSULTANT may consider reasonably appropriate.
- (ii) At Engineer-in-Charge request, provide evidence to Engineer-in-charge showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.
- (iii) The corporation shall not have any liability in case of litigation/ loss or damage to any worker(s) employed by the HOSPITAL CONSULTANT or contractor during the execution of the project.

4.7 Inspection

The HOSPITAL CONSULTANT shall:

- (i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and details as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Corporation or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Corporation.



4.8 Reporting Obligations

The HOSPITAL CONSULTANT shall submit to Engineer-in-Charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as Engineer-in-Charge may reasonably require.

4.9 Copyright: Documents prepared by the HOSPITAL CONSULTANT shall be the property of Corporation.

All Plans, drawings, specifications, designs, reports, data and documents, etc. prepared by or through HOSPITAL CONSULTANT for Corporation under this agreement shall be intellectual property of Corporation and shall not be reproduced/ reused by CONSULTNAT without prior permission of Corporation. The HOSPITAL CONSULTANT shall, upon termination or expiration of this permission of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to Engineer-in-charge, together with a detailed inventory thereof.

4.10 HOSPITAL CONSULTANT will assist Engineer-in-charge to conduct the tender process (including but not limited to preparation of tender documents, approval from

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competent authorities, setting out post-qualification criteria, invite tenders, evaluate Proposals received) . Based on work requirements, Engineer-in-charge may decide to split the entire work in to more than one package.

4.11 Engineer-in-charge shall provide necessary assistance to HOSPITAL CONSULTANT in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals/ clearances for the Project.

4.12 Assist Engineer-in-charge to take all necessary decisions as per the provisions of the Project Contract including approval of any variation/ deviation/ extra item of work/ change in scope of work/ extension of time/ price adjustment etc. for the smooth implementation of the project.

4.13 Assist Engineer-in-charge to Issue letter of award and to sign Project Contract with the Contractor.

4.14 Scrutinize and recommend Engineer-in-charge to approve the concept drawings including other submissions

4.15 On completion of the said works, HOSPITAL CONSULTANT will hand over the said works to Engineer-in-charge. For this purpose all documents required in the form of completion plans, services etc. shall be finalized / prepared by HOSPITAL CONSULTANT and handed over to Engineer-in-charge.

4.16 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. HOSPITAL CONSULTANT will assist Engineer-in-charge defend the arbitration proceedings as best as it can and challenge the same before court. For disputes attributable to HOSPITAL CONSULTANT no payment towards litigation expenses shall be made by Corporation.

4.17 Liquidated Damages

(i) The HOSPITAL CONSULTANT shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.

(ii) Notwithstanding anything to the contrary contained herein, case, the HOSPITAL CONSULTANT fails to successfully implement the project as per the provisions of the agreement, corporation shall have the right and be entitled to recover a sum equal to 10% of the Contract Value (as specified in Annexure-3, Part A), as liquidated damages from the HOSPITAL CONSULTANT . The Parties agree that this

is a genuine pre-estimated loss that corporation would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the HOSPITAL CONSULTANT s failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Engineer-in-charge under the agreement and applicable laws, including forfeiture of consultancy fee.

(iii) This limitation of liability shall not affect the Hospital CONSULTANT s liability, if any, for damage to third parties caused by the Hospital CONSULTANT s or any person or firm acting on behalf of the Hospital CONSULTANT s in carrying out the services.

Article 5: Obligations of Corporation

Engineer-in-charge agrees to provide all the requisite support to HOSPITAL CONSULTANT to enable carrying out the activities listed under the Scope of Services. Such support by Engineer-in-charge will include sharing of all the information, records, data, reports, all drawings of structures and utilities etc. prepared either by Engineer-in-charge, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Corporation manpower resources, whenever and wherever required and obtain/ accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services,

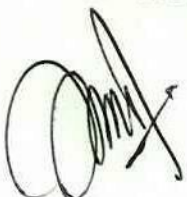
- 5.1 For undertaking various surveys and studies, Corporation shall provide peaceful access to the Project Site and other facilities, etc which may be necessary for carrying out the scope of services.
- 5.2 Designate a representative who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Projects render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 5.3 Issue all appropriate necessary request/ letter/ instructions for effective and prompt sanctions, approvals, permission and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.

Article 6: Fees for Services & Payment of taxes etc.

6.1 Payment terms

The bidder must quote the professional fees required to develop the Hospital as per the scope of work as mentioned in this RFP.

The payment terms will follow the project's milestones and deliverables as below:



1.25 % On submission of concept brief.

2.25% on submission of systems Matrix.

3.25% on submission of zoning drawings from architect, reviewed and finalized by medical consultant.

4.25% on Submission of draft tender for all medical services, medical equipment, medical furniture.

6.2 In lieu of the Services rendered hereunder, Engineer-in-charge shall pay mutually agreed fees to the HOSPITAL CONSULTANT , as set out in the following table ("HOSPITAL CONSULTANT s Fee")

The fees of Hospital CONSULTANT is as below

Item Description	Qty	Unit	Rate Excluding All Taxes
Hospital Consultancy	1	JOB	3,28,00,000.00

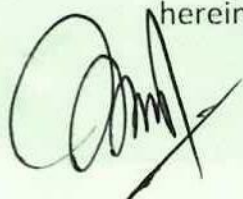
6.3 GST will be payable by the corporation, if applicable.

6.4 Engineer-in-charge shall pay due fee to HOSPITAL CONSULTANT subject to the satisfactory completion of the allotted work covered by the bill.

Article 7: Effectiveness, Commencement, Expiry and Termination of the Agreement.

7.1 The HOSPITAL CONSULTANT shall make all reasonable efforts to have the Project implemented within the stipulated period from the date of issue of work order or the date on which the site is made available to HOSPITAL CONSULTANT free from all encumbrances, whichever is later. However, the HOSPITAL CONSULTANT shall not be held responsible for any delay in construction/ implementation of the Project, for reasons not exclusively attributable to the HOSPITAL CONSULTANT .

7.2 HOSPITAL CONSULTANT shall fulfil its obligations in accordance with this Agreement. Any unexcused delay by the HOSPITAL CONSULTANT liable to Termination of the Agreement: Provided that the Corporation may terminate this Agreement by giving written notice to the HOSPITAL CONSULTANT of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination: provided, however, that the HOSPITAL CONSULTANT may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Engineer-in-Charge if it is satisfied by the pace of work or correction of defects If the Agreement is terminated by Engineer-in-Charge for cause as provided herein, the HOSPITAL CONSULTANT shall be paid for the services rendered till the



effective date of termination and thereafter no compensation shall be payable by the Corporation to HOSPITAL CONSULTANT .

7.3 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an HOSPITAL CONSULTANT shall be liable to the Corporation for any excess costs for such similar services, if any.

7.4 The Corporation may, be not less than (30) days written notice of termination to the Hospital CONSULTANT s, such notice to be given after the occurrence of any of the events specified in the paragraphs

If the HOSPITAL CONSULTANT fail to remedy a failure in the performance of their obligations hereunder, within thirty days (30) of receipt of such notice of suspension or within such further period as the Corporation may have subsequently approved in writing:

- (a) If the HOSPITAL CONSULTANT become (or, if the HOSPITAL CONSULTANT consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (b) Left Blank.
- (c) If the HOSPITAL CONSULTANT submit to the Corporation a statement which has a material effect on the right, obligations or interest of the Corporation and which the HOSPITAL CONSULTANT know to be false;
- (d) If, as the result of Force Majeure pursuant to Article 12 below hereof, the CONSULTANT are unable to perform a material portion of the Services for a period of a not less than sixty (60) days;
- (e) If the Corporation, in its sole discretion and for reason whatsoever, decides to terminate this Contract.

The HOSPITAL CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

Article 8: Dispute Resolution

8.1 In the event of any dispute of whatever nature howsoever arising or out of or relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be first settled at the level of Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. Except where otherwise specified in the contract and subject to the powers delegated to him by



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A small, handwritten mark or signature in blue ink, located at the bottom center of the page.

Government under the code, rules, etc. then in the force, the decision of the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation for the time being shall be final conclusive and binding on the HOSPITAL CONSULTANT upon all questions relating to the meaning of the conditions in the Proposal/ Contract, or relating to the contract, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works or the execution, or failure to execute the same, whether arising during the progress of work, or the execution, or after the completion or abandonment thereof. The HOSPITAL CONSULTANT may within thirty days of receipt by him of the order (with respect to the dispute) passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation. If the HOSPITAL CONSULTANT is not satisfied with the order passed by the Executive Engineer, Public Work Department, Mira Bhaindar Municipal Corporation as aforesaid, the dispute may be referred to the court of law.

- 8.2 It is expressly agreed that the HOSPITAL CONSULTANT (including its sub- Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Corporation and CONSULTANT, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to any court of law of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the HOSPITAL CONSULTANT .

Article 9: Exclusions, Waiver and Amendments, etc.

- 9.1 Nothing contained in this Agreement shall prevent HOSPITAL CONSULTANT to pursue their interests in other states as well as in Maharashtra and, for that purpose to enter into other partnerships and/or agreements for specific projects provided such partnerships and/or specific projects are not in conflict with the Project.
- 9.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be constructed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding subsequent breach of any such provision or other provision or other provision of the Agreement or as a waiver of any right under the Agreement.
- 9.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.



- 9.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 9.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 9.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 9.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 10: Confidentiality

- 10.1 Neither Party shall disclose any confidential or proprietary information as to the other Parties business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by HOSPITAL CONSULTANT and known-how (collectively, the "Confidential Information") and both Parties undertake to treat all Confidential Information strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority.

Article 11: Non Assign ability

- 11.1 Subject to the provisions of this Agreement, this Agreement is personal to the HOSPITAL CONSULTANT and shall not be capable of Assignment, except with the prior written consent of Engineer-in- charge The Assignment rights of the HOSPITAL CONSULTANT shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

Article 12: Governing Law

- 12.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in accordance with the laws of Indian and the Parties hereby submit it the exclusive jurisdiction of the Courts at Thane.



Article 13 Force Majeure

13.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lighting, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attaches or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.

13.2 In the event of a Party (affected Part) not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event, such affected Part shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

13.3 If the affected Party has taken all necessary systems towards mitigating the effect of a Force Majeure event, then:

1. The obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues:
2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance off the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

13.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's sub-Hospital CONSULTANT or agent or employees or, which a diligent Party could reasonably have been expected to:

- i) Take into account at the time of the conclusion of this Agreement and /or:
- ii) Avoid or overcome in the carrying out of its obligations hereunder.

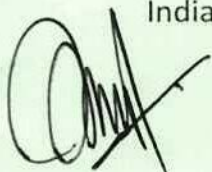
Article 14: Representations and Warranties

14.1 representations and Warranties

Both the Parties this Agreement represent and warrant to each other that:

- i) The Party is duly organized, validly existing and in good standing under the laws of

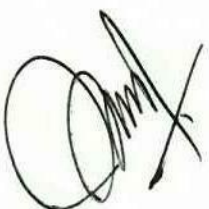
India:



- ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- iii) The Party has taken all necessary corporate and other action under Applicable Laws and constitutional documents to authorize the execution, delivery and performance of this Agreement;
- iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v) There are no actions, suits, proceedings, or investigations pending or, to the Party's 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 or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect;
- vi) The Party 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 HOSPITAL CONSULTANT which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

Article 15: Indemnity

- 15.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying Party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract/ Project Contract, except to the extent that the same is attributable to a negligent or wilful act or omission of the party seeking to be indemnified.
- 15.2 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:
- 16. The Hospital CONSULTANT shall be responsible for the payment of requisite stamp duty on this Agreement as per Maharashtra Stamp Act.
- 17. The tender document, any annexures thereto, any correspondence thereto shall be considered as part and parcel of this Agreement.



Executive Engineer

Mira Bhaindar Municipal Corporation

Address : Mira Bhaindar Municipal Corporation, Head Office, Indira Gandhi Bhavan,
Chhatrapati Shivaji Maharaj Marg, Bhaindar (W), Thane – 401101.

Email : pwd@mbmc.gov.in

M/s. Virohanam Hospital Consultants Private Limited

Office Address : 209, 2nd Floor 26, Vikas Royal Arcade, DDA Commercial Complex, Road no.
44 Rani Bagh Pitam pura, New Delhi-110034,

Email : virohanam@gmail.com, info@virohanam.com

IN WITNESS of which the parties have set their hand and sealed the day and year first above written.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF MIRA BHAINDAR MUNICIPAL CORPORATION.

Name : Nitin Raghunath Mukane Signature [Signature]

Designation : Executive Engineer

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF M/s. Virohanam Hospital Consultants Private Limited

Name : Neeraj Kumar Sharma Signature [Signature]

Designation : Director

For Virohanam Hospital Consultants Pvt. Ltd.
[Signature]
Director

[Signature]
(Deepak Khambit)
City Engineer
Mira Bhaindar Municipal Corporation

[Signature]
उपायुक्त (मु.)
मिरा भाईंदर महानगरपालिका

सन २०२४ / २०२५ करारनामा नोंदवही
अनु. क्र ११९ दि. ३१/८/२४ अन्वये
नोंद करणेत आली. (मुद्रा घेतले १ ते २९)

[Signature]
महापालिका अधिकारी
मिरा भाईंदर महानगरपालिका



मिरा भाईंदर महानगरपालिका

विभागाचे नाव :- बांधकाम / विद्युत विभाग

कामाचे नाव :- Hospital Consultant (DPR), for Upcoming Municipal Hospital at Reservation ३०२, Mauje Navghar, Mira Bhaindar, Maharashtra. For Hospital Consultancy, Assisting in Developing Commissioning, Operation & Maintenance & Transfer basis through PPP (Public Private Partnership) Model.

निविदा मंजूरी पत्र क्रमांक :- जा.क्र.मनपा/साबां/54/2025-26 दि.22/07/2025

निविदा रक्कम :-

भरावयाचे मुद्रांक शुल्क :- रु.97,500/-

प्रत्यक्ष भरणा केलेले मुद्रांक शुल्क :- रु.97,500/-

प्रमाणित करण्यात येते की, वर नमुद माहिती योग्य असुन, सदर कामी शासन दफ्तरी भरणा करावयाची मुद्रांक शुल्काची संपूर्ण रक्कम भरणा केलेली आहे. सदर कामी भरणा केलेल्या रकमेचे चलन दुबार वापरण्यात येणार नाही व सदर रक्कमेचा परतावा घेण्याचा आम्हास कोणताही अधिकार नाही आणि जर आम्ही सदरकामी भरणा केलेल्या मुद्रांक शुल्काची रक्कम परतावा म्हणून परस्पर काढून घेतल्यास, आम्ही मुद्रांक महसुल अधिनियमानुसार कायदेशीर / फौजदारी कारवाईस पात्र असणार आहोत.

For Virohanam Hospital Consultants Pvt. Ltd.

Director

Director

For Virohanam Hospital Consultants Pvt. Ltd.

सल्लागाराचे नाव, स्वाक्षरी व शिक्का